CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING
Historic Federal Building: 350 W. 6th Street - Second-Floor Council Chambers.
August 17, 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.

PROVIDING VIRTUAL PUBLIC INPUT

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Access Code: 337-661-181

PRE-MEETING EVENT

1. **New Fire Boat Static Display**
   The Fire Department will display the new Lake Assault-Landing Craft Style Fire Rescue Boat from 4:45 to 5:30 PM in front of the Historic Federal Building on 6th St.
   This event is not part of the official City Council meeting.

ROLL CALL ORDER FOR MEETING

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

WORK SESSION

5:15 PM - Data Center Information & Community Input Report
City Attorney Crenna Brumwell and Assistant City Manager Cori Burbach will provide a presentation regarding data center information and community input.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. **Nathaniel and Charlotte Morgan Peace Week (September 1 - 6, 2026)**
   On behalf of the Nathaniel Morgan Memorial Committee.

CONSENT ITEMS

1. **Minutes and Reports Submitted**
   City Council Proceedings of August 3, 2026; Community Development Advisory Commission of June 26, 2026; Proof of Publication for City Council Proceedings of July 6 and 20, 2026 and Expenditure Reports for periods of May 1 through July 10 and July 11 through July 16, 2026.
   Suggested Disposition: Receive and File

2. **Notice of Appeal of Claim**
   Austin Bodenhofer for vehicle damage.
   Suggested Disposition: Receive and File; Refer to City Attorney

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

4. **Notice of Award and Request to Execute Agreement for 2026-2027 City of Dubuque AmeriCorps Program: Creating Opportunities**
   City Manager providing information on the award of 2026-2027 City of Dubuque AmeriCorps Program: Creating Opportunities grant and recommending City Council approval to execute the AmeriCorps Grant Agreement that will be sent for City Manager's signature by Volunteer Iowa through Adobe Sign and Save.
   Suggested Disposition: Receive and File; Approve

5. **FY27 Update to Dubuque County Resource Enhancement and Protection Program (REAP) 5-Year Plan**
   City Manager recommending City Council approval of the City of Dubuque's FY 2027 update to the Dubuque County 5-Year Resource Enhancement and Protection Program (REAP) Plan.
   Suggested Disposition: Receive and File; Approve

6. **Fire Headquarters Construction Contract Approval - HQ Bunkroom**

City Manager recommending City Council approval to award the construction contract for the Fire Headquarters Bunkroom and Bathroom Remodel Project, Project #1315000025, to Portzen Construction in the amount of $426,000 and authorization to proceed with the necessary contract execution and construction activities.
RESOLUTION Awarding The Public Improvement Contract For The Fire Department Bunk Room Remodel
Suggested Disposition: Receive and File; Adopt Resolution(s)

7. **Final Plat of Swiss Valley Estates**
   Zoning Advisory Commission recommending City Council approve the Final Plat of Swiss Valley Estates as submitted, subject to waiving the street frontage requirement will for Lot 1 and Lot 2.
   RESOLUTION Authorizing Approval Of The Final Plat Of Swiss Valley Estates, Dubuque County, Iowa
   Suggested Disposition: Receive and File; Adopt Resolution(s)

8. **Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2027 – Period 1**
   City Manager recommending City Council approval of the suggested proceedings approving a transfer of funds for capital projects and other expense reimbursements.
   RESOLUTION Authorizing The Chief Financial Officer To Make The Appropriate Interfund Transfers Of Sums And Record The Same In The Appropriate Manner For The FY 2027 For The City Of Dubuque, Iowa
   Suggested Disposition: Receive and File; Adopt Resolution(s)

9. **Adoption of Supplement Number 2026 S-20 to the City of Dubuque Code of Ordinances**
   City Clerk recommending approval of the resolution adopting Supplement No. 2026 S-20 as part of the Code of Ordinances of the City of Dubuque.
   RESOLUTION Adopting Supplement No. 2026 S-20 To The Code of Ordinances Of The City Of Dubuque, Iowa
   Suggested Disposition: Receive and File; Adopt Resolution(s)

10. **Resolution Approving 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project Award**
    City Manager recommending City Council award the construction contract for the 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project through the adoption of the attached resolution to Top Grade Excavating in the amount of $5,584.80 which is 4.875% above the City's estimate.
    RESOLUTION Awarding Public Improvement Contract For The Dodds And Sinclair Terminal Contaminated Soil Removal Project
    Suggested Disposition: Receive and File; Adopt Resolution(s)

11. **Signed Contracts**

Bauer Built for Tire Changes/Repairs for Transportation Services buses/vehicles; Dubuque County for enforcement of delinquent parking tickets; Dubuque Forward, LLC for Design and Installation of Lighting on Historic Town Clock; Environmental Systems Research Institute, Inc. for Small Government and Local Utility EA Esri Advantage Program; FIRE RECOVERY USA, LLC for billing services; Graymont Western Lime for the City of Dubuque Water High Calcium Quicklime Bid Documents 2026; Green Valley Landscaping for City Detention Basin Maintenance; Hills and Dales for FY 2027 Special Services Grant Program Agreement; Holy Family Catholic Schools for Temporary Parking License Agreement; KorTerra, Inc. for software-as-a-service; Municipal Well & Pump for Well No. 7 Rehabilitation – Phase 3 Project; Top Grade Excavating, Inc. for the Dodds and Sinclair Terminal Contaminated Soil Removal Project at South Terminal Street.

Suggested Disposition: Receive and File

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

    Black Hawk Roof Company, Inc. for the Municipal Services Center Roof Replacement Project; Gansen Excavating, Inc. for Historic Millwork Outdoor Community Space Parking; Globalcom Technologies for City Facility Security Upgrade - City Hall Acre-Feenics Installation.

    Suggested Disposition: Receive and File; Approve

13. **Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 360 E. 16th Street**

    City Manager recommending City Council approval of a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 360 E. 16th Street in Dubuque.

    Suggested Disposition: Receive and File; Approve

14. **1199 Central Avenue, Release of Real Estate Mortgage**

    City Attorney recommending City Council approval of the attached Release of the Real Estate Mortgage for 1199 Central Avenue.

    Suggested Disposition: Receive and File; Approve

15. **Agreement with Eric McFadden for the Sale of City Property on Valeria Street as Part of the Villas on Valeria Subdivision Project**

    City Manager recommending City Council approval of an agreement with Eric McFadden (McFadden) for the sale of the two city lots legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition on Valeria Street adjacent to lots owned by McFadden on Valeria Street and direct staff to initiate the public hearing process for disposition of the city interest in real estate.

    RESOLUTION Approving An Agreement Between The City Of Dubuque, Iowa And Eric McFadden

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

16. **Correction of the 2527 Washington Street Special Warranty Deed and Request for Approval of Revised Document**
    City Attorney recommending approval of the corrected Special Warranty Deed for 2527 Washington Street to correct a scrivener's error.
    RESOLUTION Approving A Corrected Special Warranty Deed And Authorizing Execution And Recording Of The Document
    Suggested Disposition: Receive and File; Adopt Resolution(s)

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

18. **Approval of Retail Tobacco Permit and Device Retailer Permit Applications**
    City Manager recommending City Council approval of the retail tobacco permit and device retailer permits as submitted.
    RESOLUTION Approving Applications for Retail Tobacco Permits and Device Retailer Permits, As Applicable and as Required by Iowa Code 453A.47A and 453E.3
    Suggested Disposition: Receive and File; Adopt Resolution(s)

ITEMS SET FOR PUBLIC HEARING

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

1. **Grant of Easement to Holy Family Catholic Schools, Dubuque, Iowa**
    City Manager recommending City Council set a public hearing to be held on September 8, 2026, to consider disposal of City interest by the granting of an Embankment Easement over the City owned property in Veterans Memorial Park to Holy Family Catholic Schools (HFCS), Dubuque, Iowa.
    RESOLUTION Intent To Dispose Of City Interest By Grant Of Embankment Easement To Holy Family Catholic Schools, Dubuque, Iowa, Across Part Of Lot 1 Of Mineral Lot 383 All In The City Of Dubuque, Iowa
    Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for September 8, 2026

2. **Setting Public Hearing for Consenting to the Renewal of Operating Line of Credit between the Dubuque Racing Association LTD. and Nicolet National Bank**
    City Attorney recommending City Council set a public hearing on the consent to the DRA renewal of its line of credit for operations for September 8, 2026.
    RESOLUTION Setting A Date For A Public Hearing To Consent To The Renewal

Of The Operating Line Of Credit Between The Dubuque Racing Association Ltd. And Nicolet National Bank
Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for September 8, 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.

Airport Commission
Two, 4-Year terms through September 14, 2030 (Expiring terms of Phillips and Blocker)
Michael Finnin, 1129 Hunters Ridge
Michael Phillips, 955 Washington St.
Molly Grover, 2245 Green St.
Matthew Mohr, 560 Sunset Ridge

Housing Commission
One, 3-Year term through August 17, 2029 (Expiring term of Eudaley)
Amy Eudaley, 950 Wood St.

Due to technical issues, the applications were unable to be included with the agenda packet. They have been uploaded to the City's website via the following links:
Airport Commission:
https://cityofdubuque.org/DocumentCenter/View/65522/Airport-Commission-Applicants
Housing
Commission: https://cityofdubuque.org/DocumentCenter/View/65523/Housing-Commission-Applicant

2. **Boards and Commission Appointments**

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

Due to technical issues, the applications were unable to be included with the agenda packet. They have been uploaded to the City's website via the following links:
Community Development Advisory Commission:
https://cityofdubuque.org/DocumentCenter/View/65520/Community-Development-Advisory-Commission-Applicants
Transit Advisory Board:
https://cityofdubuque.org/DocumentCenter/View/65521/Transit-Advisory-Board-Applicants

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. **Wacker Plaza Planned Unit Development Amendment**
   Proof of publication on notice of public hearing to consider a request from The Architects Partnership to amend the Wacker Plaza Planned Unit Development, located at 800 Wacker Drive, with PC-Planned Commercial designation to update the signage and parking requirements, and conceptual development plan, and Zoning Advisory Commission recommending approval.
   ORDINANCE Amending Title 16, The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Rescinding Ordinance 40-89 And 50-05 Which Provides Regulations For A PUD Planned Unit Development District With A PC Planned Commercial Designation For The Wacker Plaza PUD District At 800 And 806 Wacker Drive And Now Being Amended To Update The Conceptual Development Plan And To Modify Parking And Signage Regulations
   Suggested Disposition: Receive and File; Motion B; Motion A

2. **Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC**
   Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving the Amended and Restated Lease Agreement by and between the City of Dubuque and RG Hospitality, LLC, and City Manager recommending approval.
   RESOLUTION Approving An 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)

3. **Petition to Vacate 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**
   Proof of publication on notice of public hearing to consider City Council adopt a resolution approving 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, and City Manager recommending approval.
   RESOLUTION Vacating 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, Legally Described As Lot 25B, Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque, Iowa
   RESOLUTION Disposing Of City Interest In 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, Legally Described As Lot 25B, Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque, Iowa

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

4. **JFK Water Tower Interior Piping and Expansion Joint Replacement Project - Conduct Public Hearing and Approve Bidding Documents**
   Proof of publication on notice of public hearing to consider City Council adopt the resolution approving the plans, specifications, form of contract, and estimated construction cost amount of $60,000.00 for the JFK Tower Interior Piping and Expansion Joint Replacement Project, and City Manager recommending approval.
   RESOLUTION JFK Tower Interior Piping And Expansion Joint Replacement Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost
   Suggested Disposition: Receive and File; Adopt Resolution(s)

PUBLIC INPUT

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

ACTION ITEMS

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

1. **Resolution Amending Lot Name For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project**
   City Manager recommending City Council adopt the resolution correcting the lot name in the previously approved resolutions for the plat and for the vacation and disposal/sale of a portion of the Main Street and West 7th Street Right of Way in the City of Dubuque, Iowa.
   RESOLUTION Resolution Amending City Council Resolution No. 293-26, No. 295-26, No. _____-26 (Resolution Vacating Lot 25B Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque Iowa), And No. _____-26 (Resolution Disposing Of Lot 25B Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque Iowa)
   Suggested Disposition: Receive and File; Adopt Resolution(s)

2. **Approving a Development Agreement by and between the City of Dubuque, Iowa and Thunder Valley, LLC**
   City Manager recommending City Council to adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Thunder Valley, LLC providing for the use of Urban Revitalization District Tax Abatement.
   RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Thunder Valley, LLC
   Suggested Disposition: Receive and File; Adopt Resolution(s)

3. **North American Trainer Association (NATA) Formation Flight Training at Dubuque Regional Airport Video**
   City staff will show a video of the North American Trainer Association (NATA) conducting their annual formation flight training at the Dubuque Regional Airport (DBQ) before EAA AirVenture in Oshkosh, Wisconsin. This video can also be viewed at https://youtu.be/J0eP1YM1Cos?si=HFiosGDIMZTrlbsm
   Suggested Disposition: Receive and File; Video

COUNCIL MEMBER REPORTS

CLOSED SESSION

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

ADJOURNMENT

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

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

Written comments regarding the above items may be submitted to the City Clerk's

Office at ctyclerk@cityofdubuque.org or by mail to 50 W. 13th St., Dubuque, IA 52001, before said time of meeting.

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

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: Amy Scheller, Fire Chief

SUBJECT: New Fire Boat- Static Display August 17th, 2026 (4:45pm- 5:30pm)

DATE: August 8, 2026

INTRODUCTION:

The Dubuque Fire Department will take delivery of a new fire boat on Wednesday, August 12th and requests an opportunity to provide a static display of the new resource at a city council meeting.

DISCUSSION:

The Dubuque Fire Department will take delivery of a new apparatus: a 2026 28-foot Lake Assault- Landing Craft Style Fire Rescue Boat. This boat is capable of pumping 1,2500 gallons of water per minute and features an enclosed pilot house, Two 225 horsepower engines, and a 64" hydraulically operated bow door with an integrated diver ladder and flat treads for rescue capabilities and ATV deployment. The boat features motor guards with tow line guides, 22" emergency light bar, Whelen scene lights, emergency lights, siren, PA and comes with an aluminum tandem axel bunk trailer. The new boat will replace a 26-year-old Clark boat.

RECOMMENDATION:

The department is seeking approval to provide a static display of this new resource before Monday, August 17th, 2026, council meeting starting at 4:45-5:30 PM in front of the Historic Federal Building on 6th street. This will allow members of the community, city, and council to tour the new vehicle and members to answer questions.

Cc
Martin FitzPatrick
Dan Schuster
Ryan Fagan

Copyrighted
August 17, 2026

City of Dubuque
City Council

WORK SESSION #

ITEM TITLE:	5:15 PM - Data Center Information & Community Input Report
SUMMARY:	City Attorney Crenna Brumwell and Assistant City Manager Cori Burbach will provide a presentation regarding data center information and community input.
SUGGUESTED DISPOSITION:	

ATTACHMENTS:

1. Council_Data Center Work Session_8-13-26
2. Combined Community Engagement Information_Memo Data Comments Sign Ins
3. Data Center Presentation
4. Combined Iowa References in Slides
5. Other States Referenced in Slides
6. Iowa Information
7. Model Ordinances
8. University of Iowa _Hubbell Environmental Law Initiative_Data Center Decision Tool for Counties Cities Communities
9. University of Iowa _Hubbell Environmental Law INitiative_Resources and Tools Link Info
10. Written Input

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY

TO: **MAYOR BRAD M. CAVANAGH AND MEMBERS OF THE CITY COUNCIL**

DATE: **AUGUST 13, 2026**

RE: **DATA CENTER CONSIDERATIONS & RESEARCH**

While no data centers have been proposed in the City of Dubuque, the City Council has begun a process to consider adopting a data center ordinance. In doing this, the City Council has prioritized gathering data and community feedback. I am providing information on data center ordinances and best practices from around the country. This includes assorted types of ordinances adopted, ordinances under consideration, and model ordinances as well as a number of tracking tools, articles, and resource guides. As this is an evolving area new information is available daily.

From a legal landscape there are various approaches to data center regulation, some of which vary based on state law.

- For example, Monterey Park, California put a data center issue before its residents resulting in a ban on data centers. While some citizen input has suggested a public vote on the issue, Iowa law does NOT allow for this as an option.
- Other communities across the country have done moratorium on data centers for a defined time frame and some are open ended. Eagan, Minnesota is currently being sued after enacting a moratorium. In Dubuque's case Maor Brad Cavanagh, who decides what appears on a City Council Agenda, has made it clear if the city did receive a data center proposal it would not appear on a City Council Agenda before adoption of a data center ordinance.
- Zoning ordinances, standalone data center ordinances, and hybrid approaches are also available as examples across the nation.

For communities that have adopted ordinances, the common themes include:

- Construction (impact of influx of workers and construction traffic)
- Building design, height limitations, and placement (location, setbacks)
- Transportation (circulation, traffic safety, loading) and Parking
- Utility usage (water, power, solar, stormwater, sewer)
- Environmental (noise, vibration, screening/buffer requirements)

- Community Betterment Requirements
- Public Safety (lighting, fencing, security, emergency management)
- Decommissioning
- Studies of various nature required pre-construction and periodically post-construction

Together with Assistant City Manager Cori Burbach I will provide a short presentation and seek direction from City Council. If an ordinance is the council direction, then we will discuss the timeline for drafting and returning to the council for discussion and the timing of the three (3) readings it takes to pass an ordinance.

Also attached to this agenda item are:

1. Summary of input from community engagement sessions (memo from Cori Burbach)
2. Summary of input from mailed/online survey
3. All written input received from residents

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: Cori Burbach, Assistant City Manager
DATE: August 12, 2026
RE: Summary of Data Center Community Engagement Sessions

The purpose of this memo is to summarize the input of two community engagement sessions held regarding data centers that occurred on July 21 and 27, 2026.

Format & Attendees
Two community engagement sessions were held on July 21 and 27 at the Grand River Center. The two sessions were identical in format, giving residents two opportunities to attend and provide input. The sessions were formatted as roundtable discussions and facilitated by 40+ City staff each evening. They were designed in a way to increase attendee engagement, capture all voices, and dig further into the topics that were explored in the community survey mailed to every resident and available online in July.

Four rounds of questions centered around the following questions:

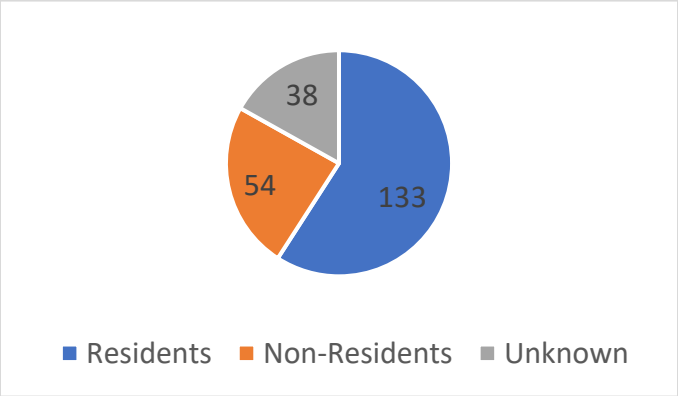
Rounds 1 and 2: What are the most important topics a data center ordinance should address? Round 1 consisted of individual table discussions and in Round 2, attendees were given dots to vote on the specific sub-topics or issues most important to them in the following topics:

- Environment
- Jobs
- Light
- Location
- Noise
- Ongoing Monitoring
- Power & Energy
- Stormwater
- Size
- Safety & Emergency Planning
- Traffic & Roads
- Wastewater Management
- Water
- Other

Round 3: Deep dive into topic of most interest to residents to explore specific concerns and potential ordinance language, using the same 14 topics from Round 1.

Round 4: What community benefits should the City consider or prioritize?

Attendee Information
By staff count, approximately 400 individuals attended between the two events. Two hundred twenty-five provided contact information that allowed staff to categorize them in the following way:



Most Prevalent Concerns
A full documentation of all notes taken by staff is attached to this document. Summarizing the input, the following were identified as the most prevalent attendee concerns:

1. Environmental Impact
- Widespread concern about pollution (air, water, soil), wildlife disruption, and irreversible harm to farmland and natural resources.
- Specific concerns include water contamination, excessive water use, runoff, and the inability to reclaim land after development.
- Residents consistently voiced that “health and environmental protections are not for sale” and that Dubuque’s natural assets must be preserved.

2. Location & Land Use
- Strong opposition to siting data centers near residential areas, farmland, or environmentally sensitive zones.
- Concerns about rezoning agricultural land, annexation, and proximity to airports, schools, and low-income neighborhoods.
- Many felt there is “no suitable place in Dubuque County for a data center.”

3. Noise & Light Pollution
- Concerns about constant noise (including low-frequency/infrasound) affecting health, wildlife, and property values.
- Light pollution’s impact on migratory birds, sleep patterns, and the ability to see the night sky was repeatedly mentioned.

4. Water Use & Quality

- Concerns over excessive water consumption, aquifer depletion, and contamination from wastewater and stormwater runoff.
- Residents questioned whether the city's infrastructure could handle the demands of a data center and worried about drought and well failures.

5. Power & Energy
   - Concerns about increased utility rates, strain on the power grid, and reliance on non-renewable energy sources.
   - Residents do not want costs passed to them and prefer data centers to be self-sustaining and use renewable energy.

6. Jobs & Economic Benefits
   - Skepticism about the number and quality of jobs created, especially permanent positions for local residents.
   - Concerns that temporary jobs would crowd out locals and that economic benefits would be short-lived or not outweigh negative impacts.

7. Ongoing Monitoring & Accountability
   - Distrust in companies' self-reporting and desire for transparent, independent, third-party monitoring.
   - Concerns that fines are insufficient deterrents and that enforcement must be robust and public.

8. Community Process & Transparency
   - Concerns with perceived lack of transparency, NDAs, and feeling that decisions may already be made.
   - Calls for public input, clear communication, and accessible information about impacts and operations.

"Most prevalent" trends were identified by using the dot voting exercise (highest number of dots/votes); counting the frequency of times a concern was raised across all rounds of discussion; and the depth of comments within one topic area, or how many sub-issues fell within that theme.

Recurring Solutions & Ordinance Rules Proposed

An important distinction between the paper/online survey and these events was the ability to dig deeper into an issue. Staff were trained to ask questions about what, specifically, within a topic area was of interest to residents. In the third round, attendees were also asked to recommend language for ordinance or other rule development that they would recommend. The following were the most common themes and recommendations:

1. Strict Siting & Zoning Rules
   - Data centers should only be located in industrial areas, not near residential, agricultural, or environmentally sensitive zones.

- Buffer zones (e.g., 5–10 miles from airports, homes, schools) and no annexation or rezoning of farmland.

2. Environmental Protections
   - Baseline environmental impact assessments before construction.
   - Ongoing, independent third-party monitoring of air, water, soil, and noise, with results publicly available via dashboards.
   - Closed-loop water systems, strict limits on water use, and safe disposal of wastewater.

3. Noise & Light Regulation
   - Legal requirements for noise and light levels, including adherence to WHO recommendations and “dark sky” guidelines.
   - Enforcement of restrictions during both construction and operation, with real-time public reporting.

4. Power & Utility Rules
   - Data centers must generate their own power, preferably from renewable sources, and not pass costs to residents.
   - Rate freezes for residents, no incentives or reduced rates for data centers, and requirements for on-site solar/wind infrastructure.

5. Job & Economic Requirements
   - Mandates for hiring local workers, permanent jobs with livable wages, and use of local unions.
   - No tax incentives or subsidies; data centers must pay for all infrastructure upgrades and community impacts.

6. Enforcement & Accountability
   - Penalties for violations should include shutdowns, not just fines.
   - Ordinances must be legally enforceable, with clear complaint processes and no Non-Disclosure Agreements.
   - Security bonds or upfront payments to cover remediation, demolition, and restoration costs.

7. Community Benefits
   - Any benefits (tax revenue, infrastructure improvements) must be shared equitably, with priority for those most affected.
   - Calls for community engagement, transparency, and regular evaluation of impacts and benefits.

What Community Benefits Should City Rules Require or Prioritize?
Residents were asked to answer this question. They repeatedly emphasized only a few potential benefits, and many noted that benefits would not outweigh the harms. Still, across input sessions, the following emerged most frequently:

1. **Direct Financial Benefits to the Community.** This was the single most common "benefit" category, usually framed as the minimum required to justify allowing a data center.

Key expectations frequently mentioned:

- Data centers should pay for all infrastructure needs (roads, utilities, wastewater upgrades).
- Tax revenue directed toward public services, including schools, fire/EMS capacity, conservation efforts, and community programs.
- Ideas for large revenue-sharing models, included a percentage of profit returned to residents or local government or similar agreements to Dubuque's DRA casino model
- Property tax relief or reductions in resident utility bills funded by the data center.

2. **Required Improvements to Environmental Conditions:** Residents noted that if a data center were allowed, required actions by the center should result in measurable environmental improvements, not just mitigation.

Most common examples:

- Cleaner water and land than before construction, with strict monitoring.
- Strengthening environmental regulations and expanding pollution controls that benefit the whole region.
- Support for habitat restoration, prairie re-establishment, or nature conservation.

Even among skeptics, "environmental net improvement" was one of the most frequently repeated benefit expectations.

3**. Investments in Local Infrastructure:** Infrastructure improvements were consistently identified as potential community benefits:

- Water system upgrades, including modern wastewater treatment facilities funded entirely by the data center.
- Stormwater improvements, such as citywide mitigation plans paid for by the company.
- Power grid modernization, ideally resulting in lower utility rates or a more reliable grid.
- Expanded public infrastructure (streets, Riverwalk, cooling centers, conservation projects).

Infrastructure funding provided by the data center was often described as non-negotiable.

4. **Local Jobs and Workforce Investment:** Long-term jobs were discussed far more often as a concern, but where benefits were mentioned, they most often included:

- Funding trade apprenticeships or workforce development programs.
- Permanent, livable-wage local jobs (though residents doubted feasibility).
- Requirements that construction jobs be filled by local union labor.

This category was not as widely identified as a strong benefit compared to financial or environmental expectations.

5. **Community Oversight, Transparency, and Public Control:** A major theme across rounds was that “benefit” means community empowerment:

- Public dashboards showing real-time data on noise, water, air quality.
- Funded regulatory jobs dedicated to enforcement and oversight.
- A community complaint and response process with guaranteed timelines.
- Opportunities for residents (especially those nearest the site) to directly benefit or participate in decisions.

Additional details can be found in the attached documentation of input. This information is provided for Council’s information and can be used for future ordinance or rule development by staff once Council has provided policy direction.

Cc: Crenna Brumwell, City Attorney

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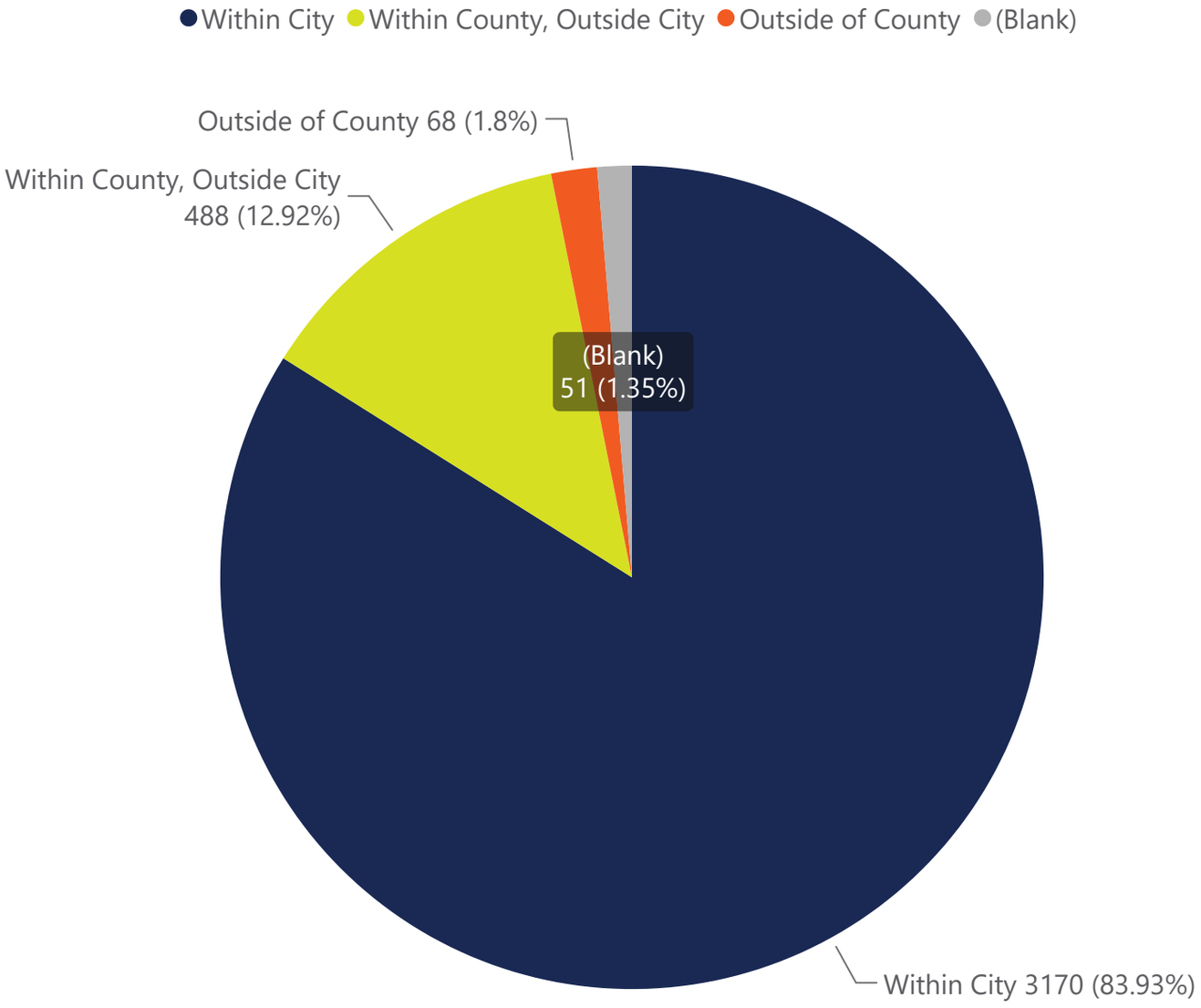
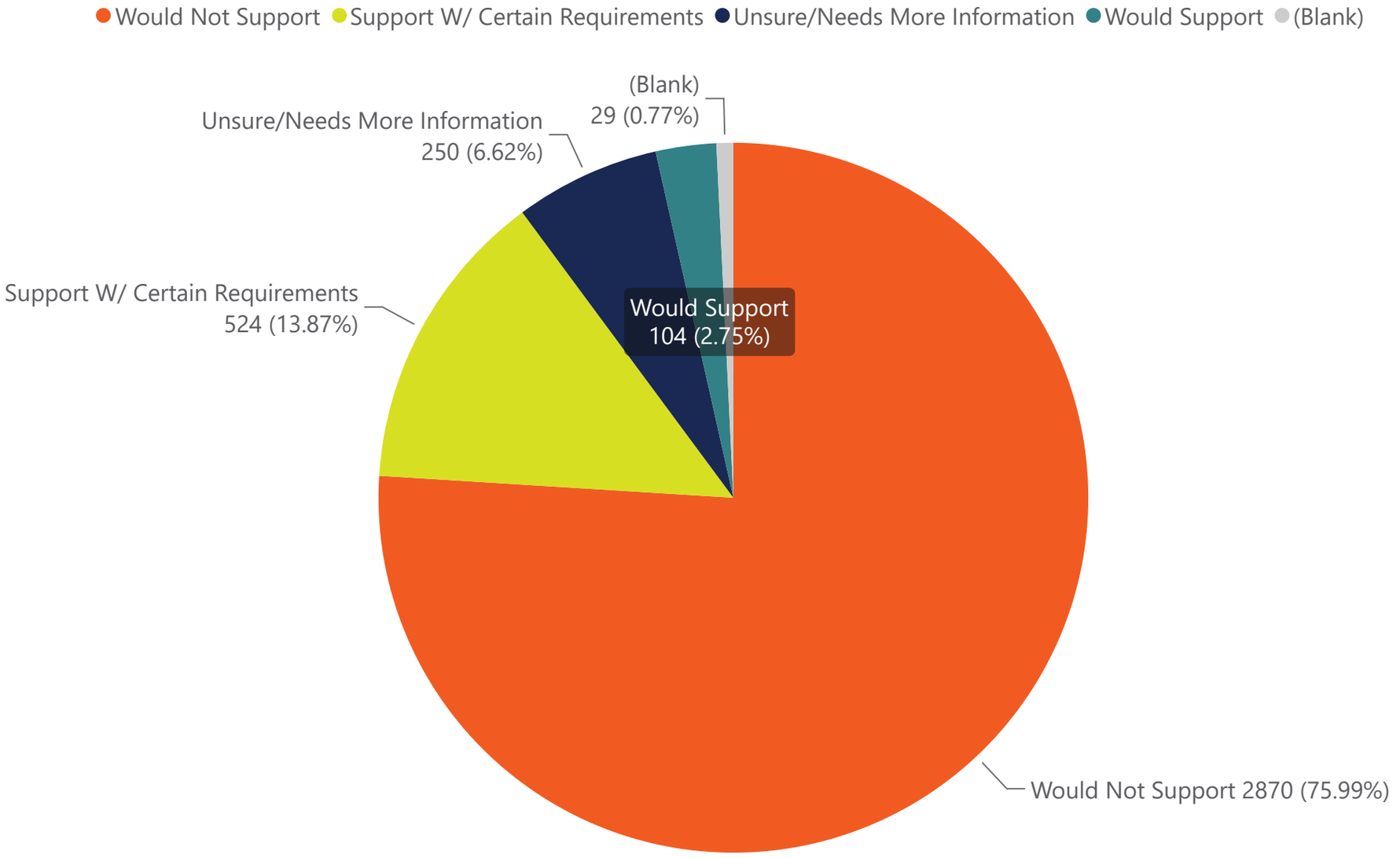
Where Do You Live?



Which statement best matches your current opinion?



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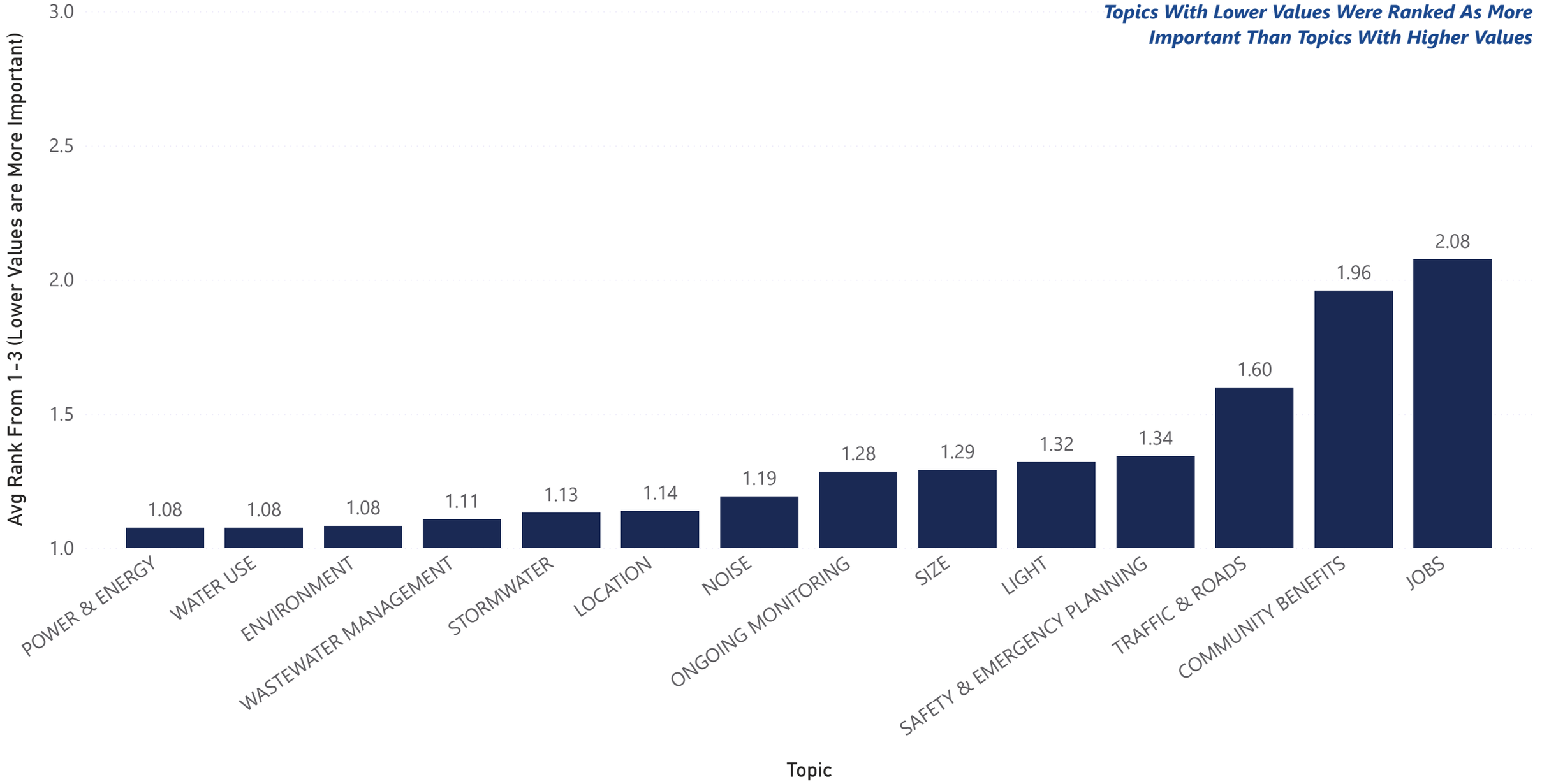
What are the most important topics a data center ordinance should address?



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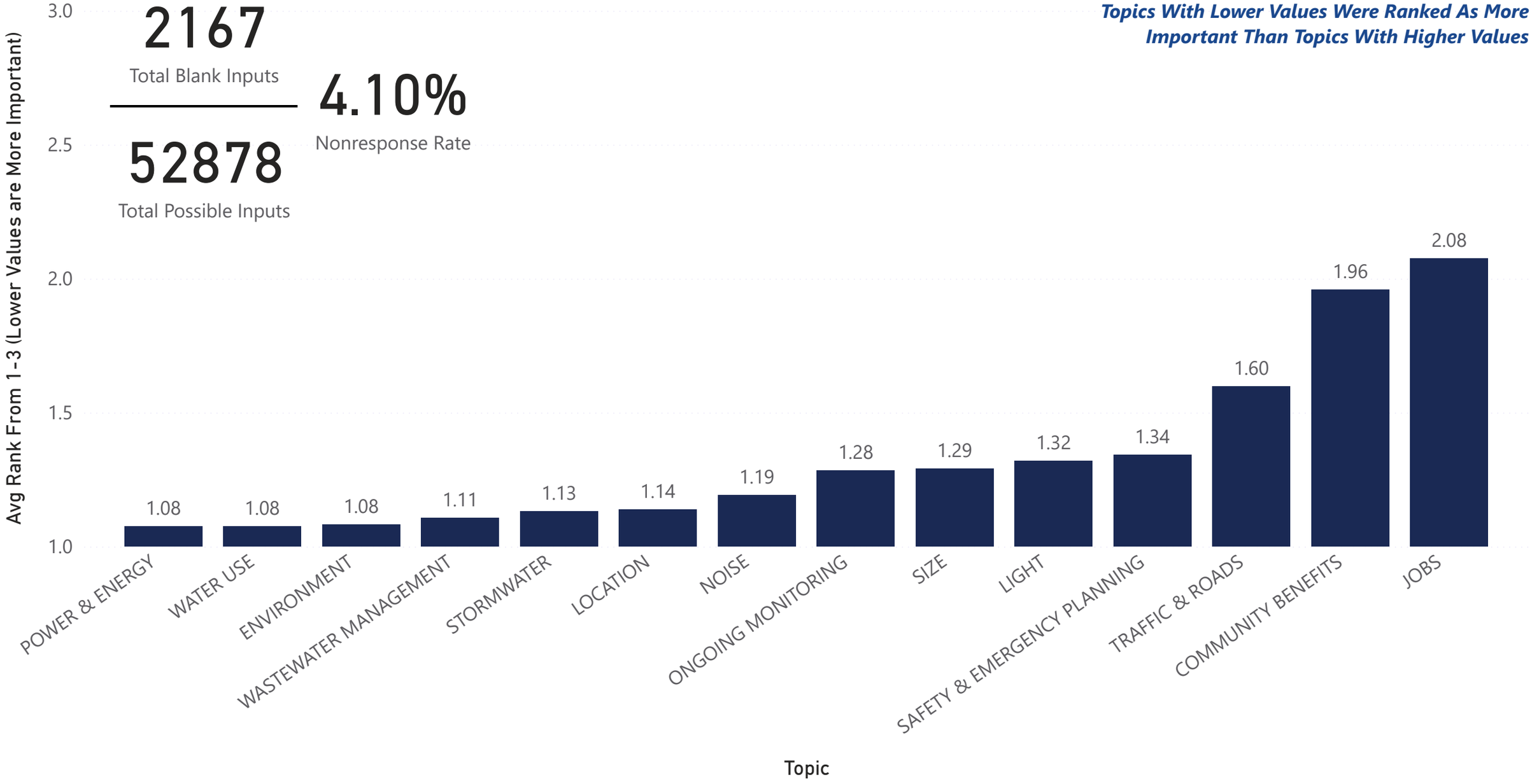
What are the most important topics a data center ordinance should address?

Topics With Lower Values Were Ranked As More Important Than Topics With Higher Values

2167
Total Blank Inputs

52878
Total Possible Inputs

4.10%
Nonresponse Rate



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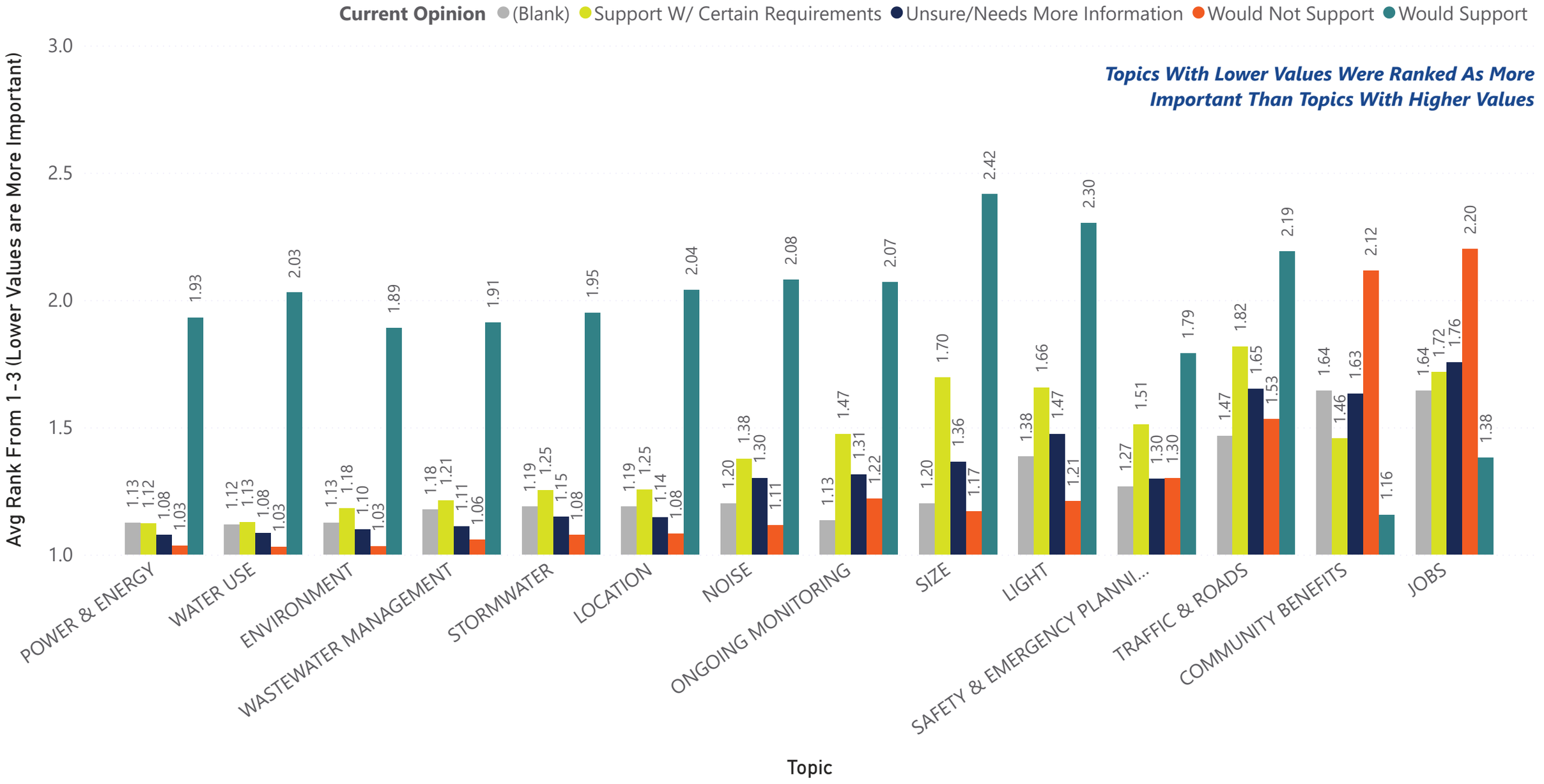

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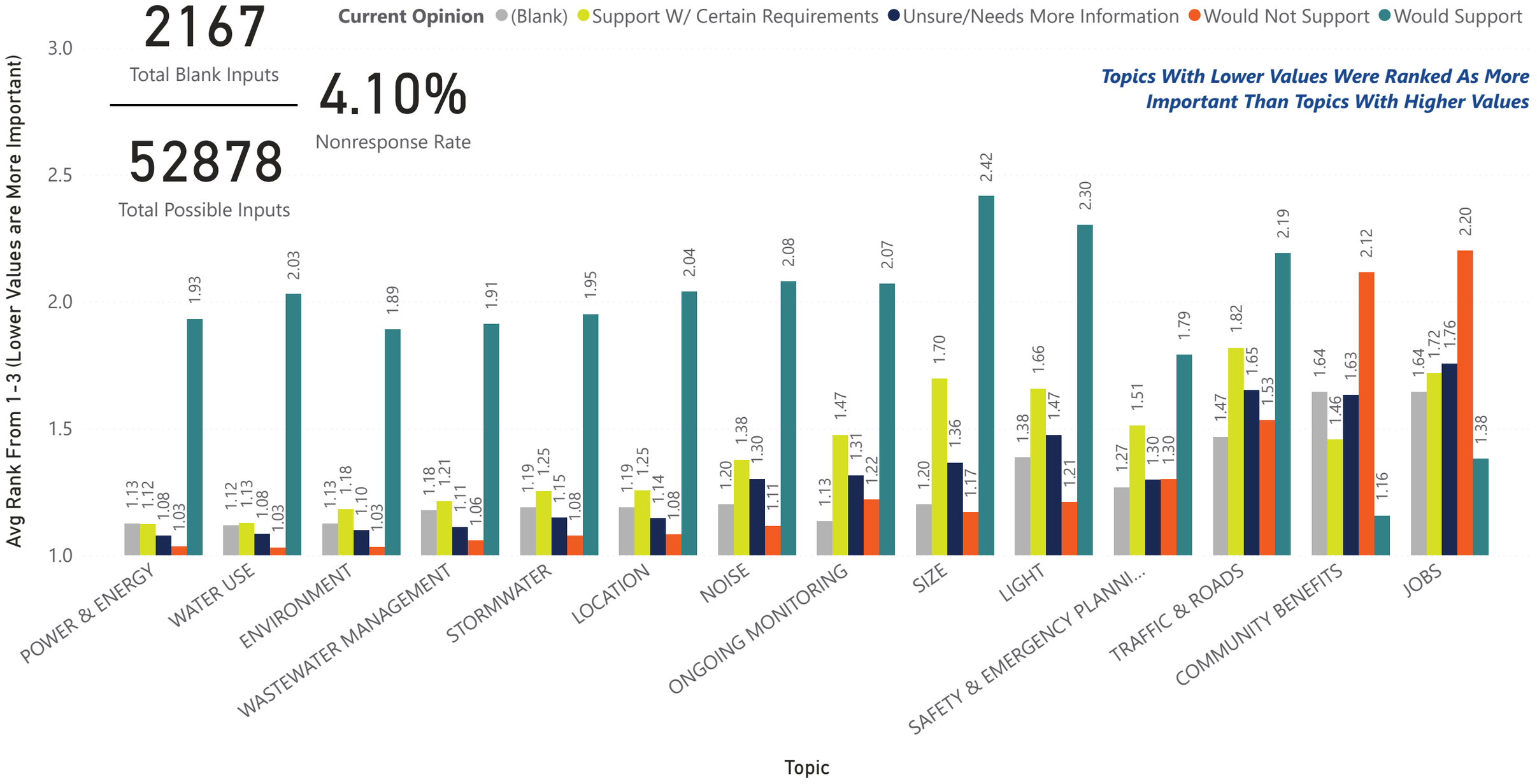

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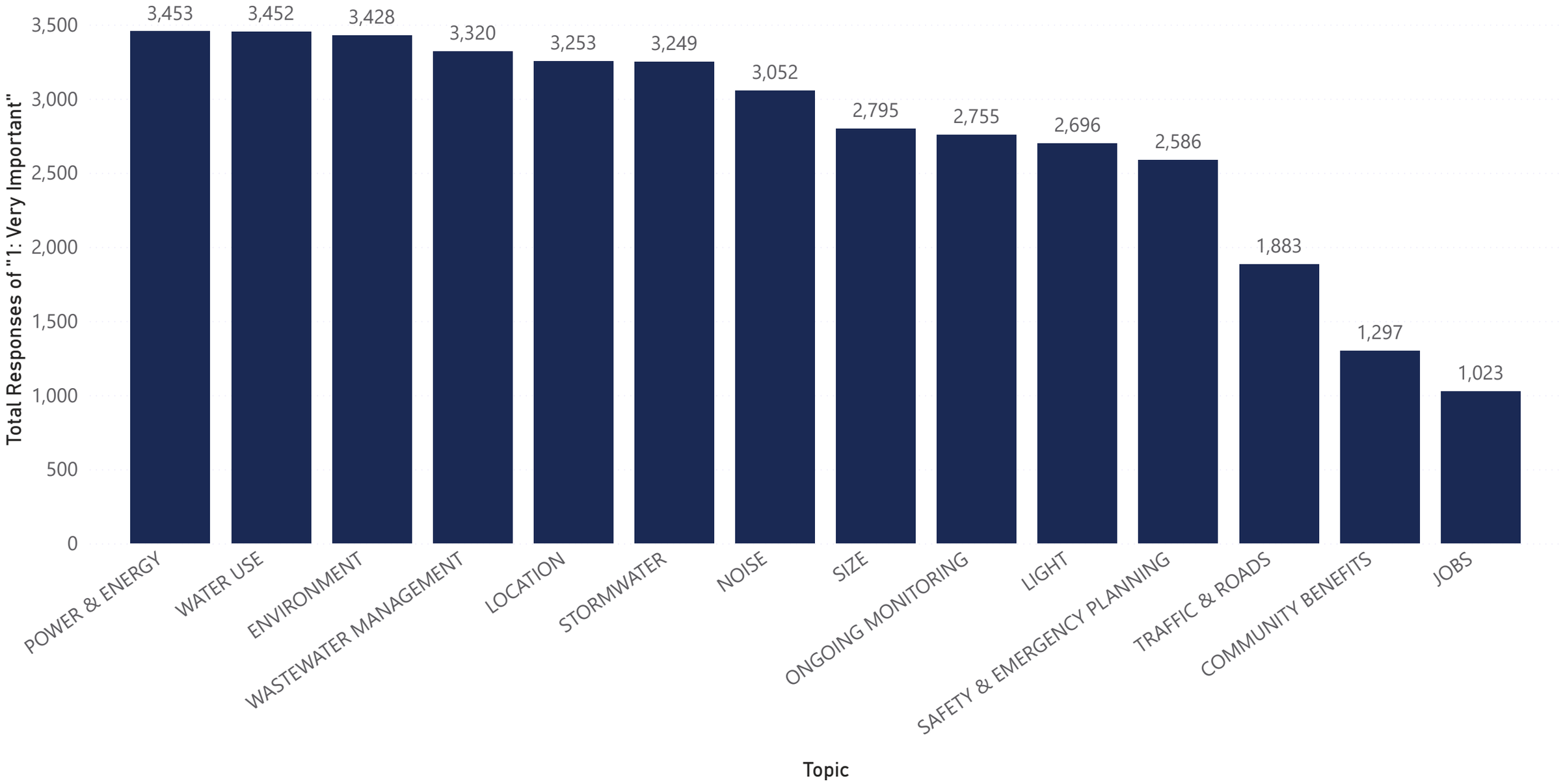
...Most Important Topics, "Very Important" Total



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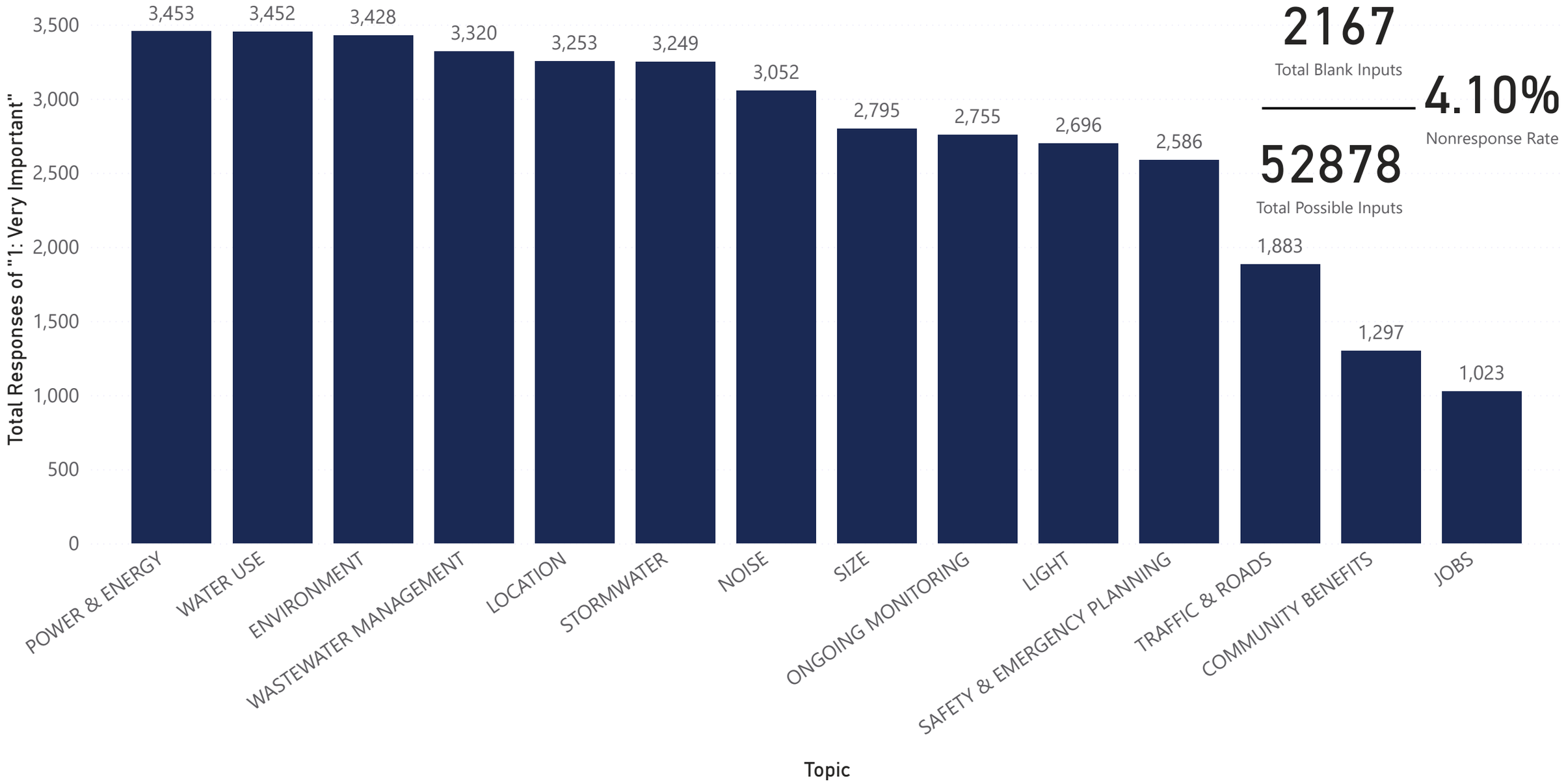

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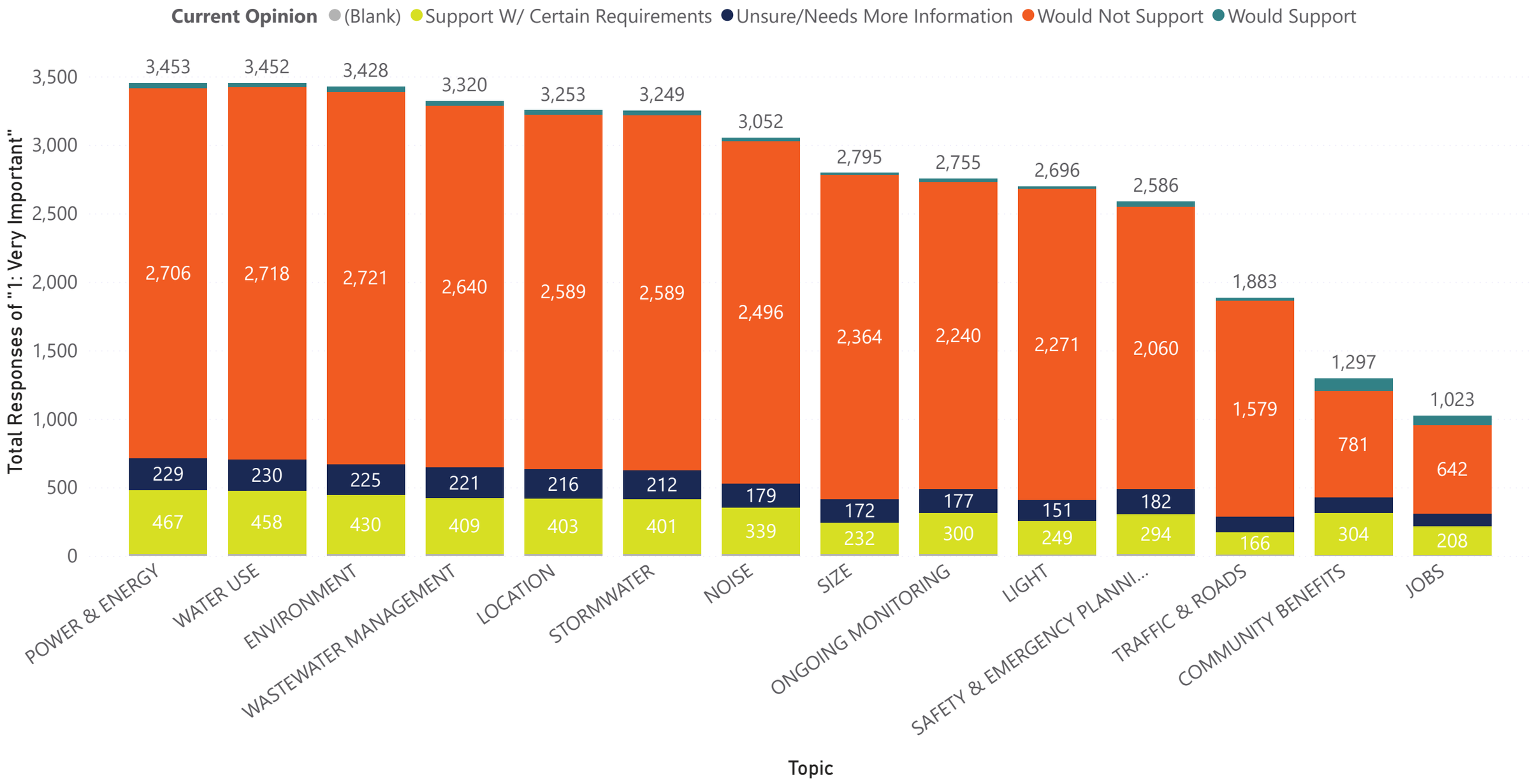

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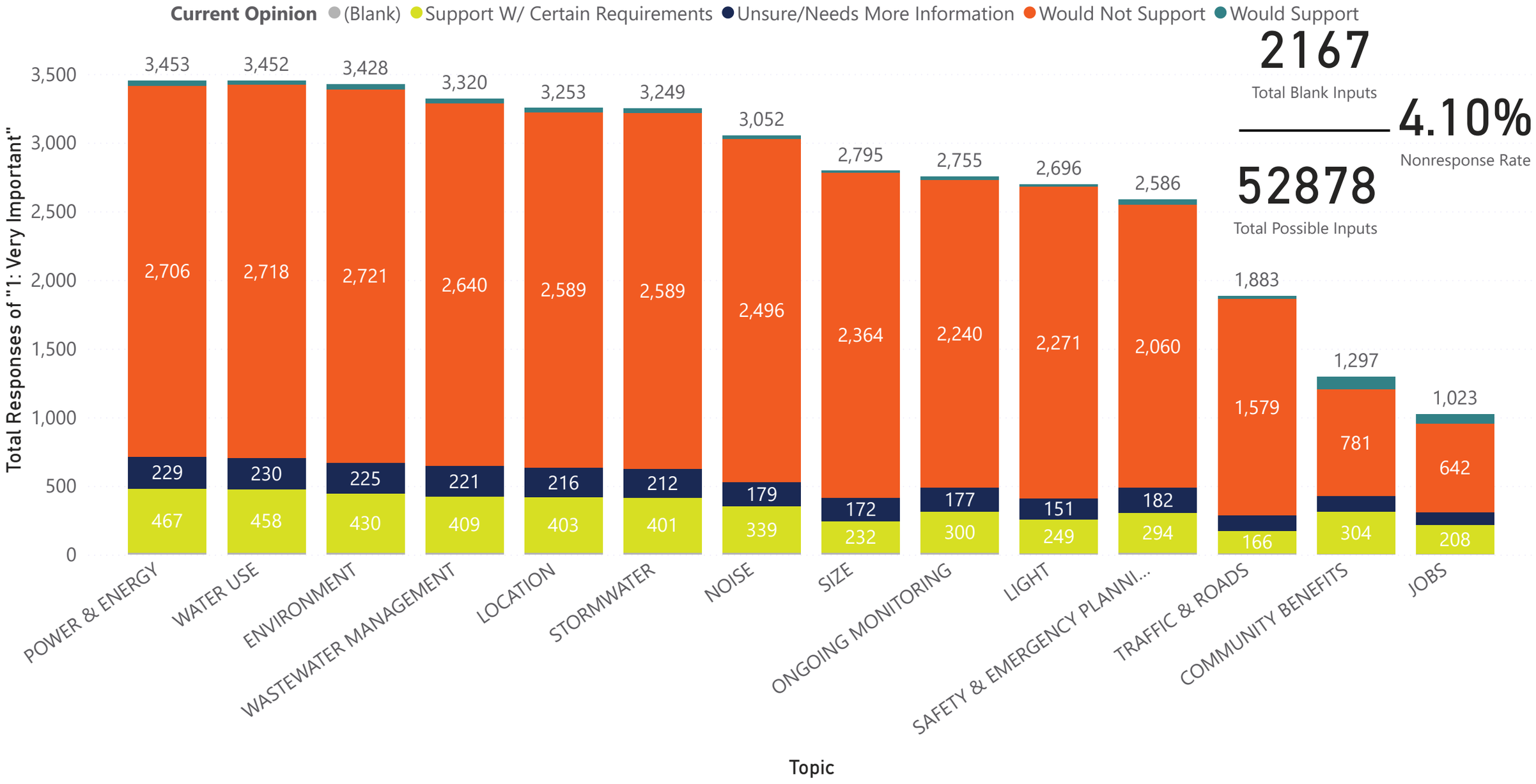
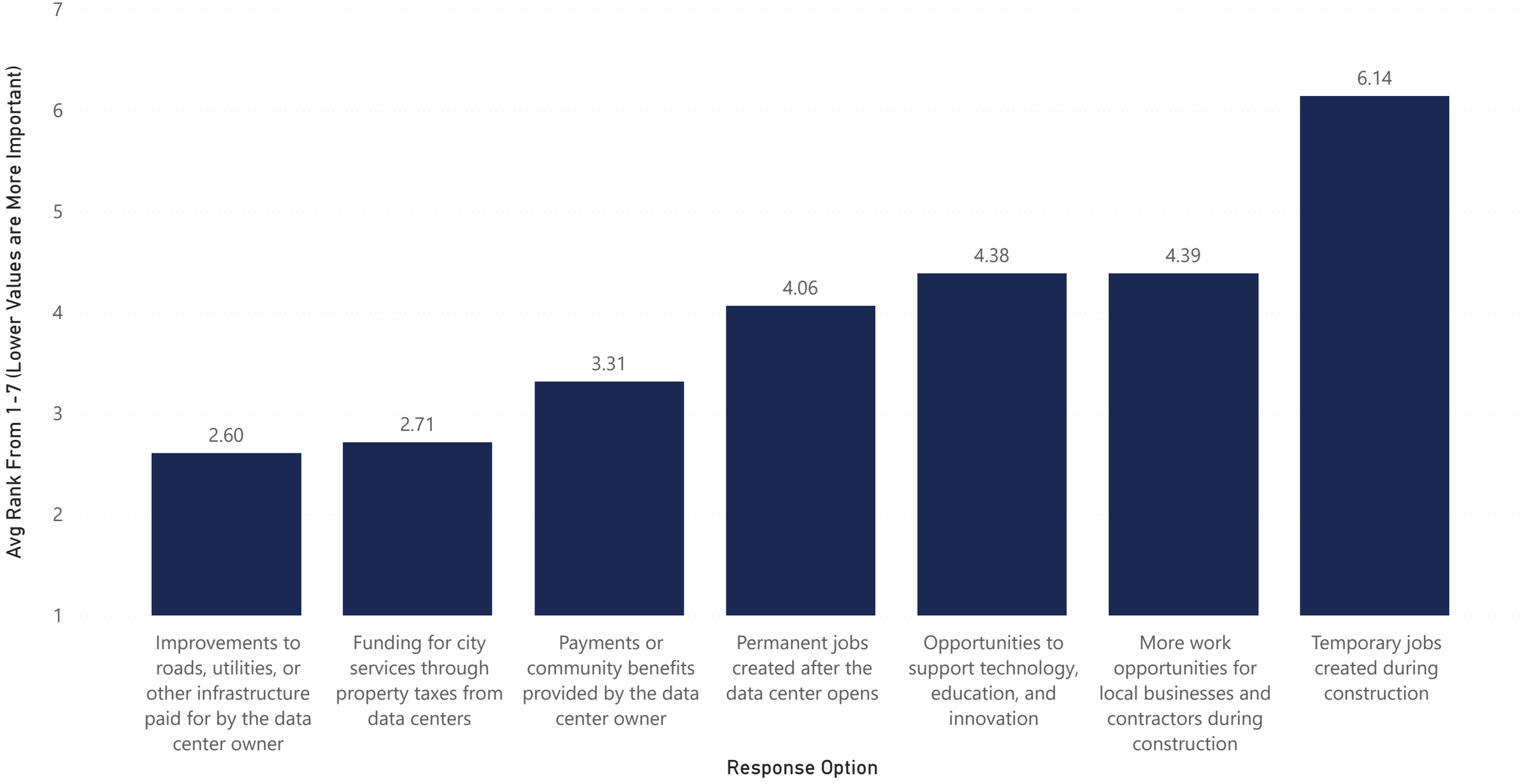


...which potential benefits are most important to you?

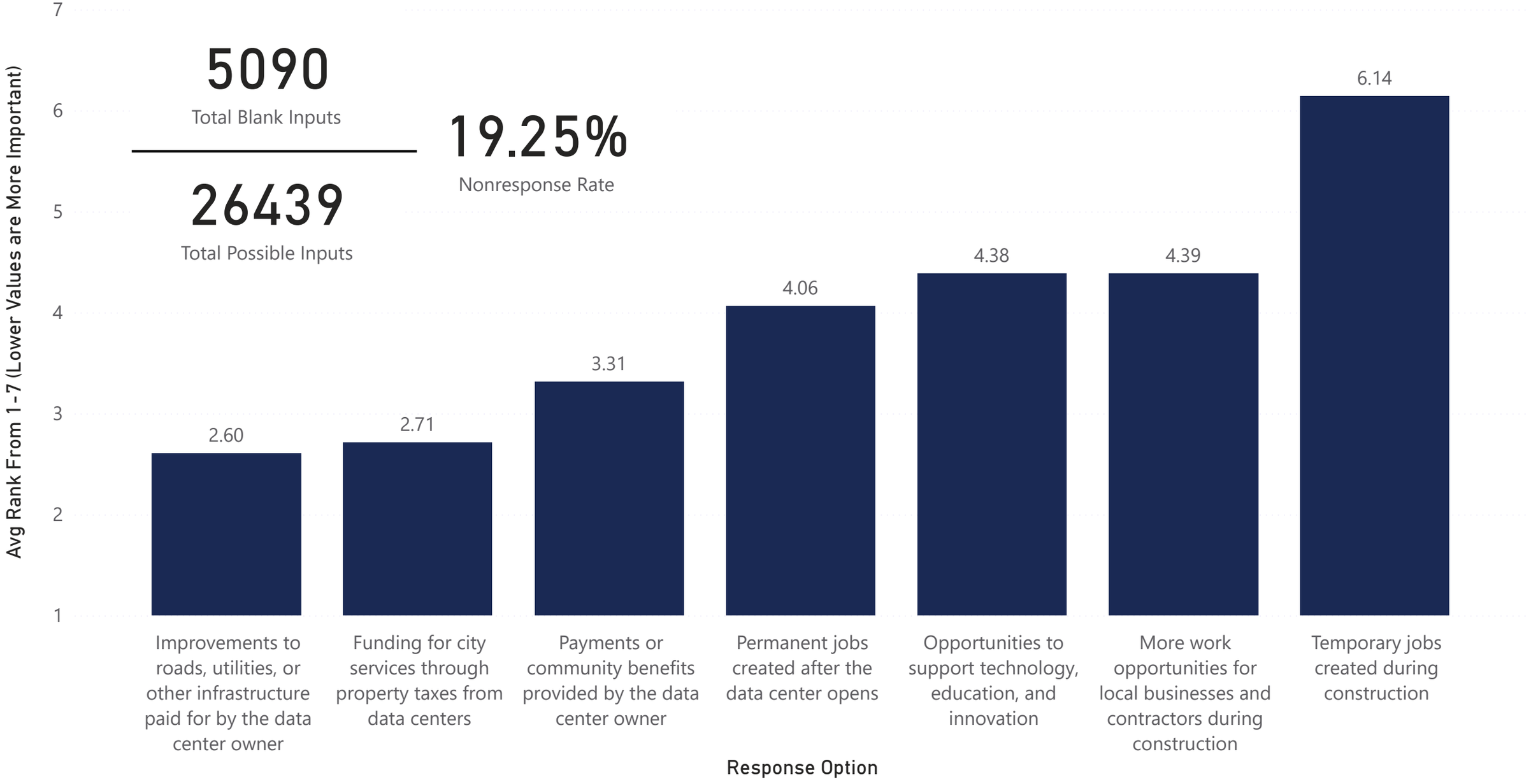


...which potential benefits are most important to you?

5090
Total Blank Inputs

26439
Total Possible Inputs

19.25%
Nonresponse Rate



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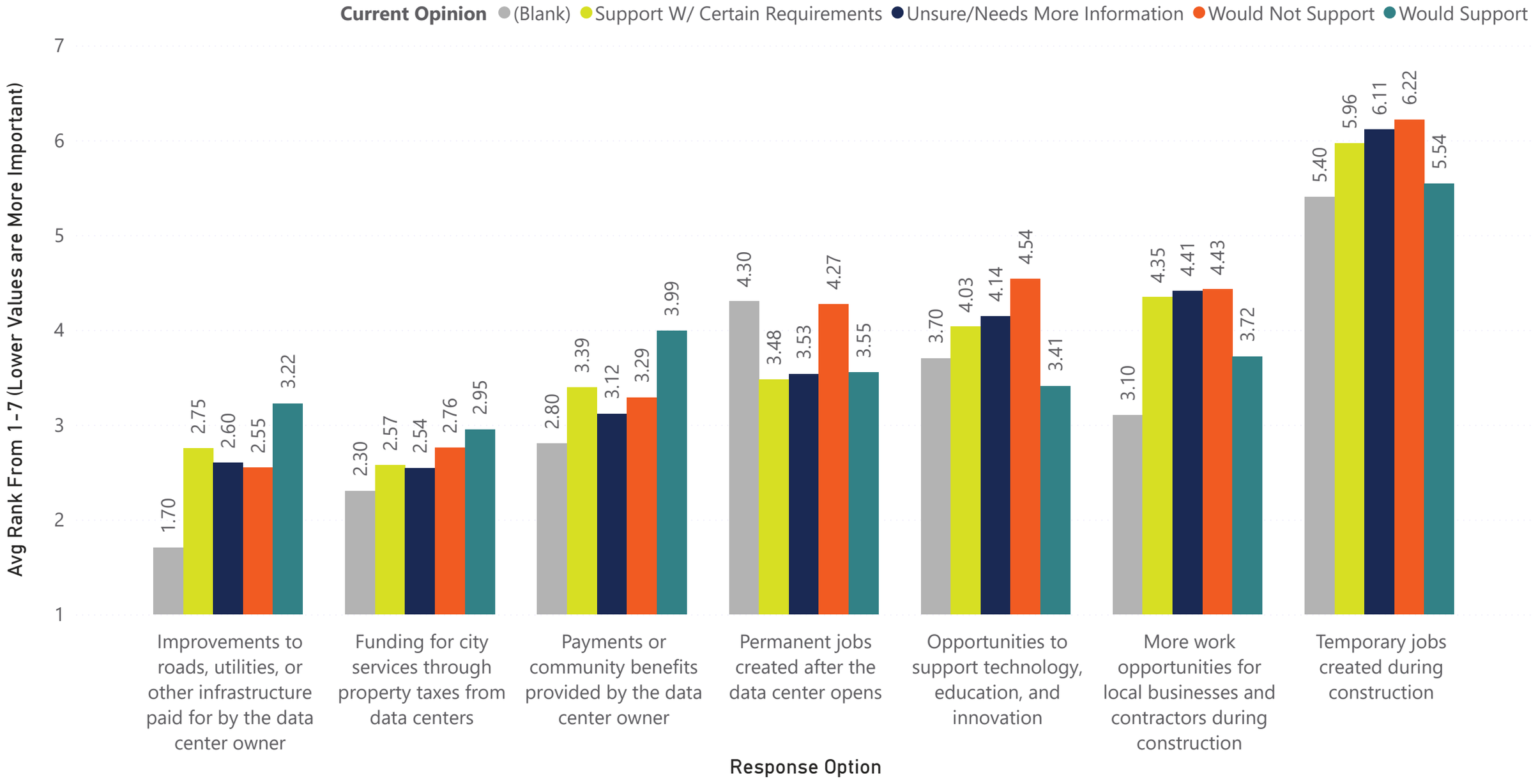

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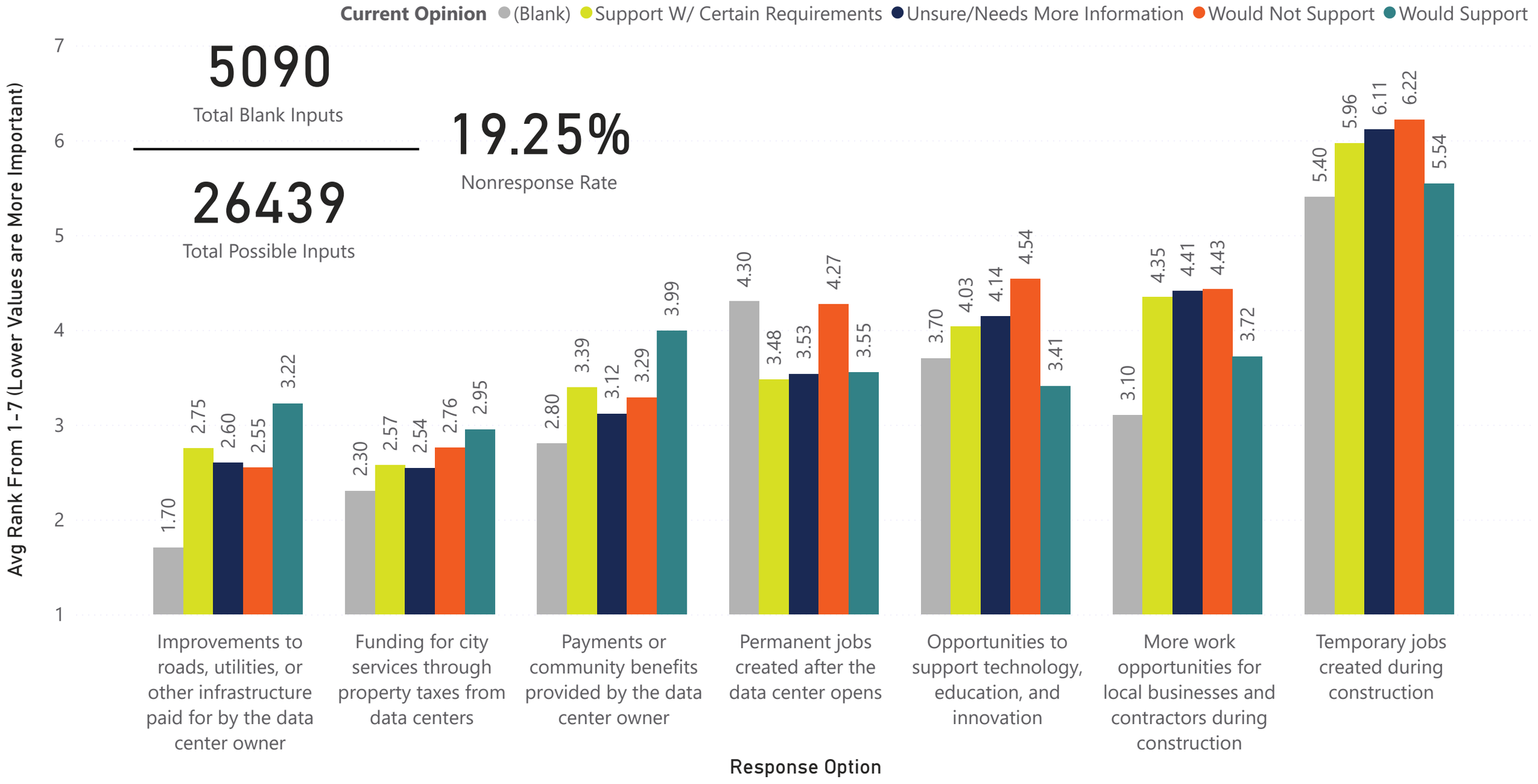
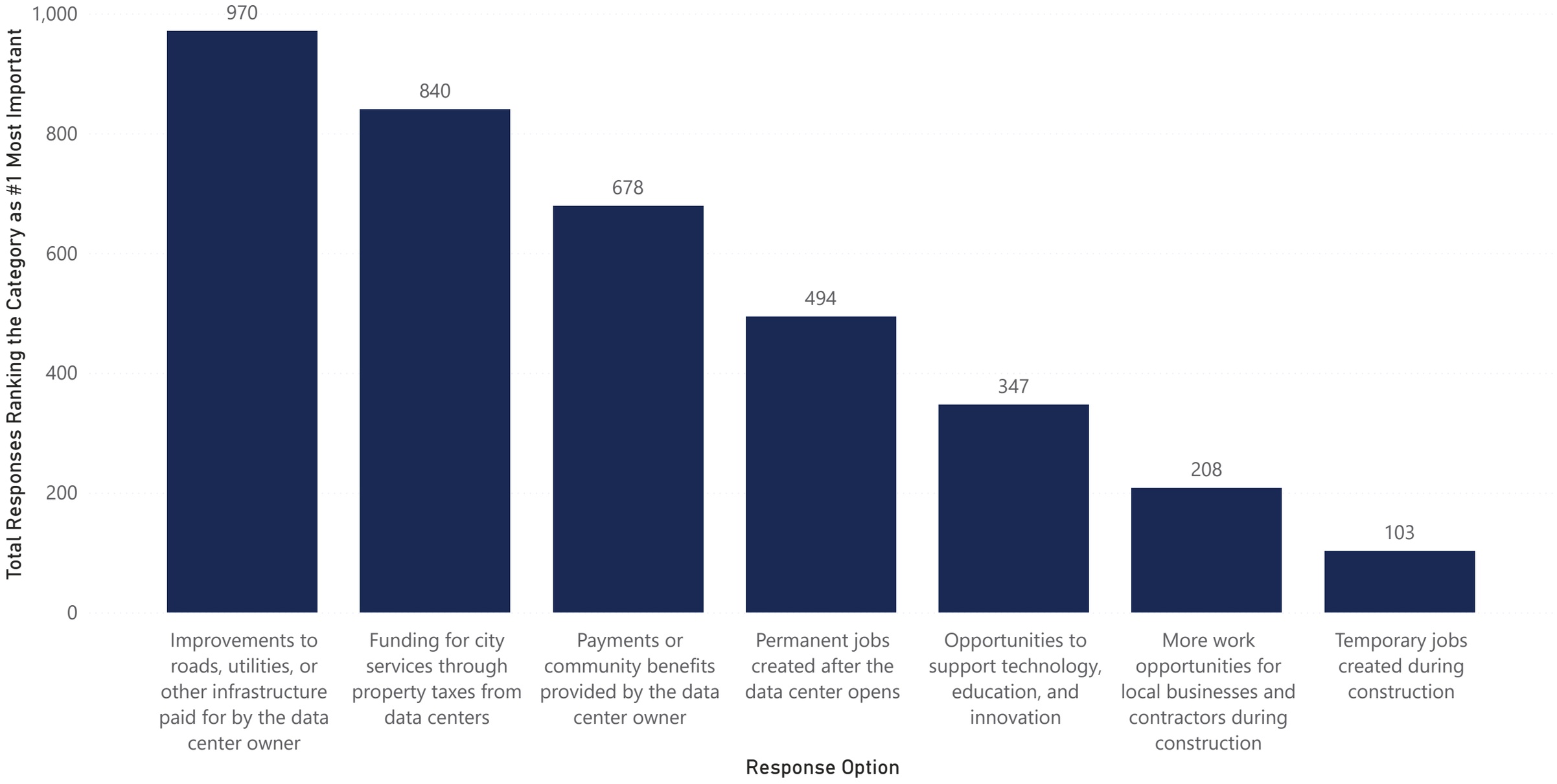
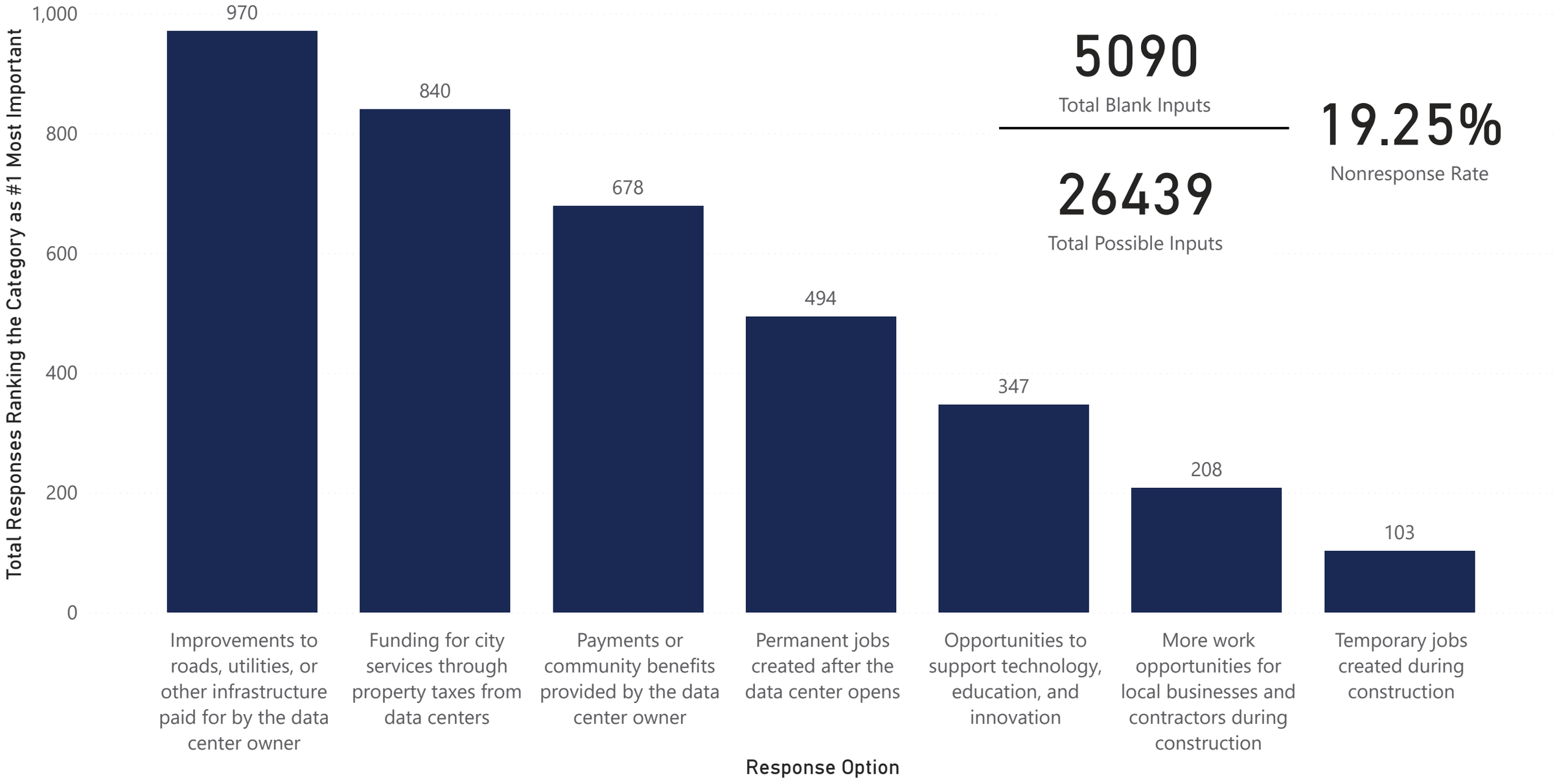


...Potential Benefits, #1 Most Important Total



...Potential Benefits, #1 Most Important Total



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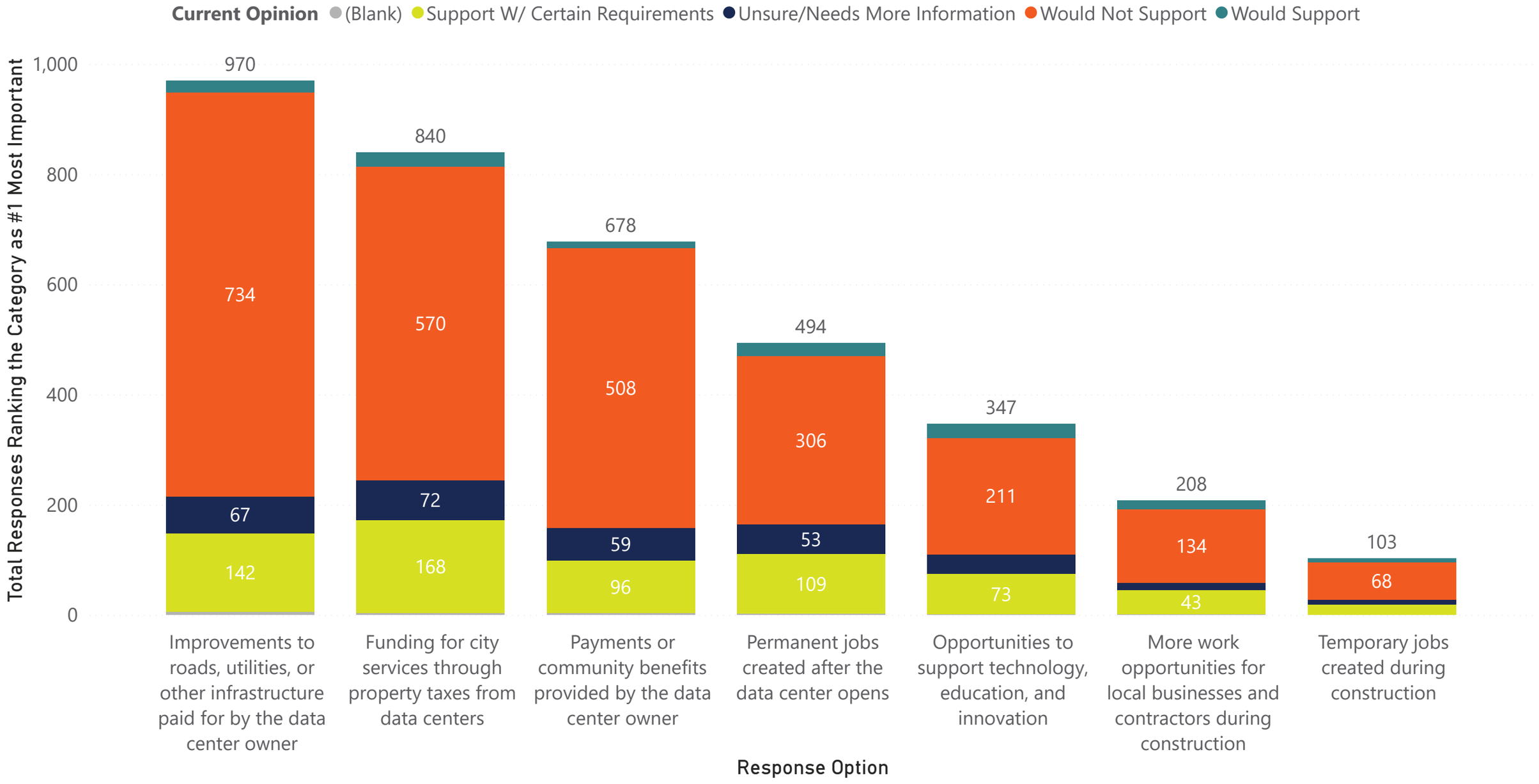

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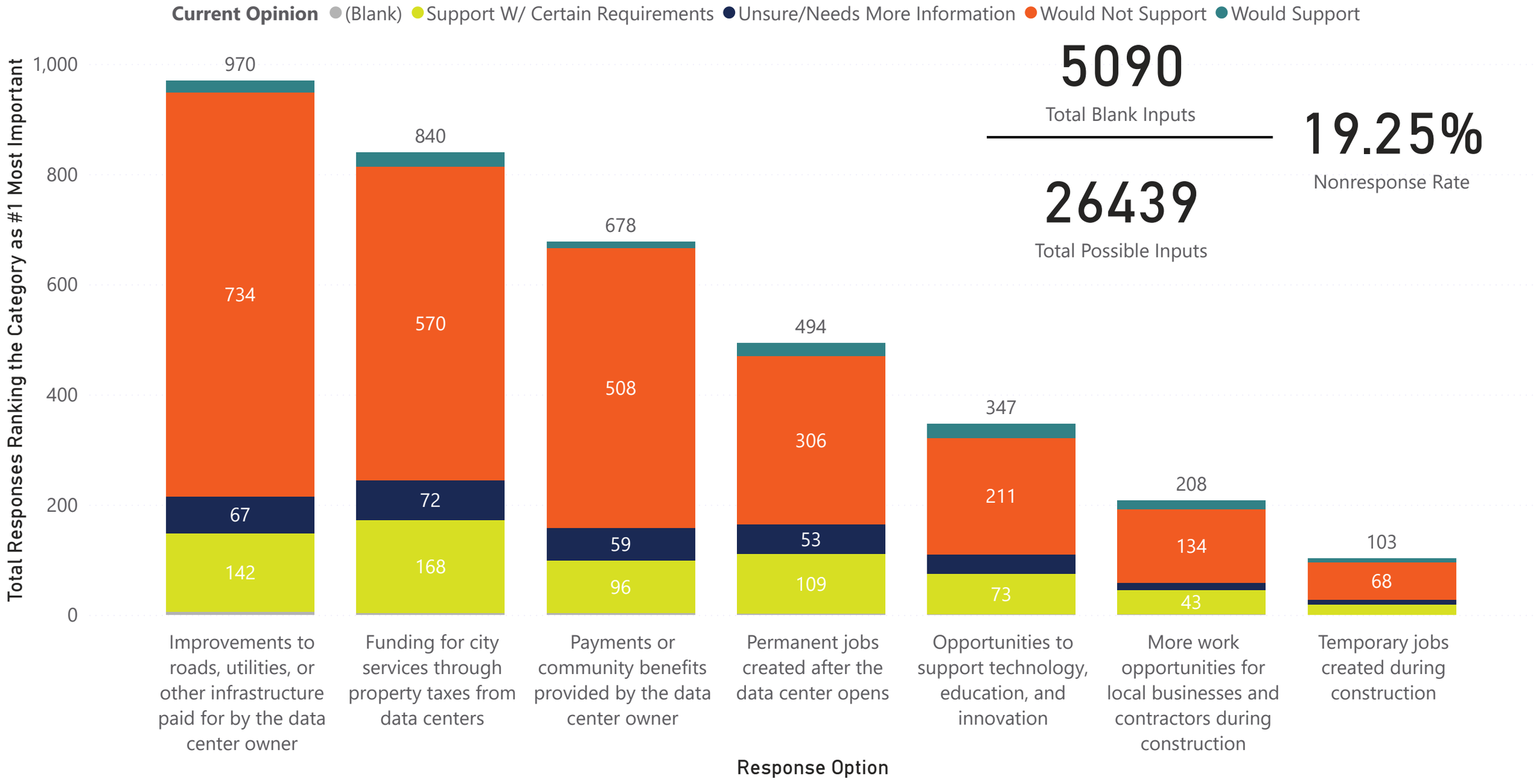

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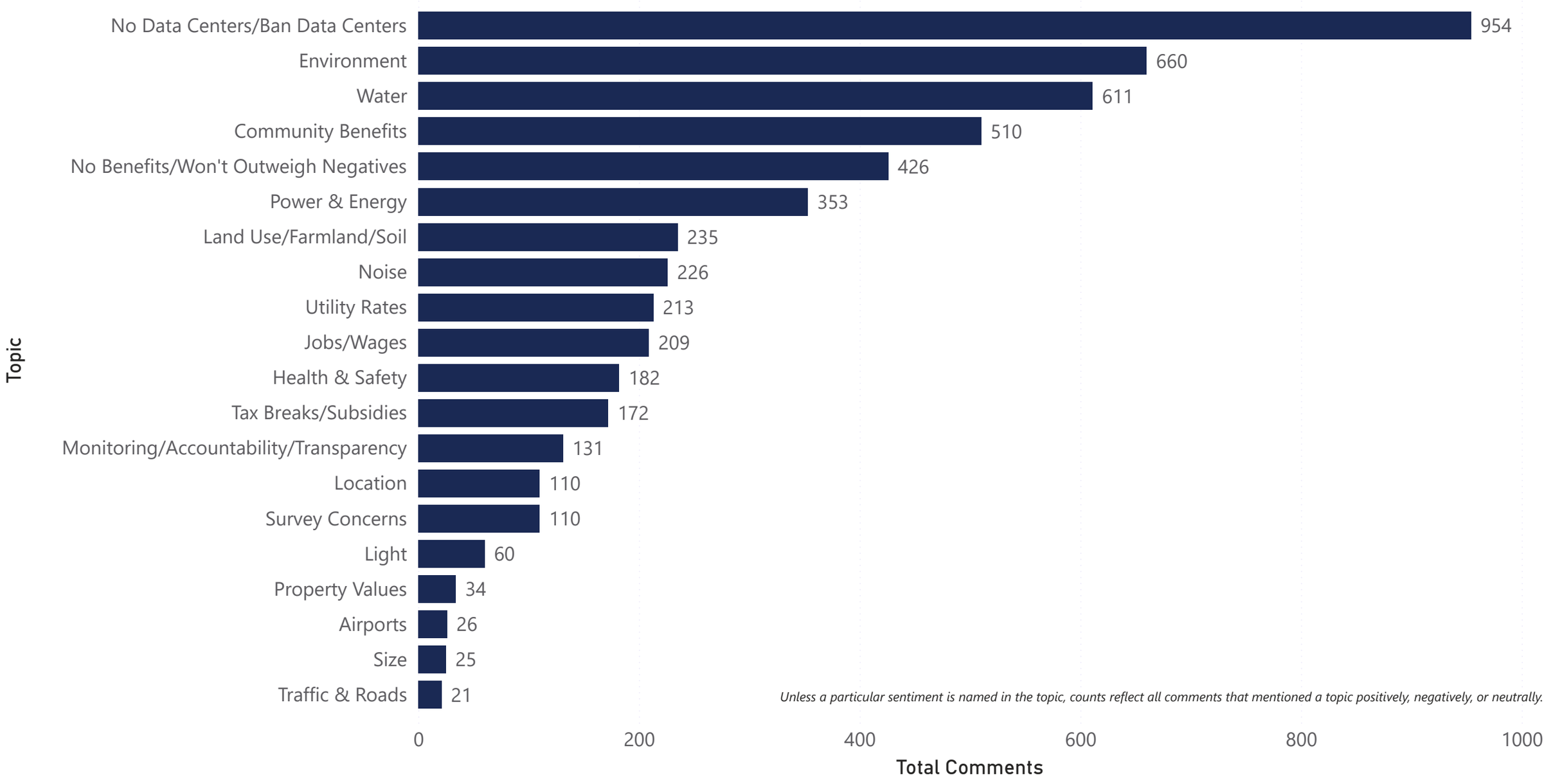
Is there any other feedback you'd like to share? (Open-Ended)



Unless a particular sentiment is named in the topic, counts reflect all comments that mentioned a topic positively, negatively, or neutrally.

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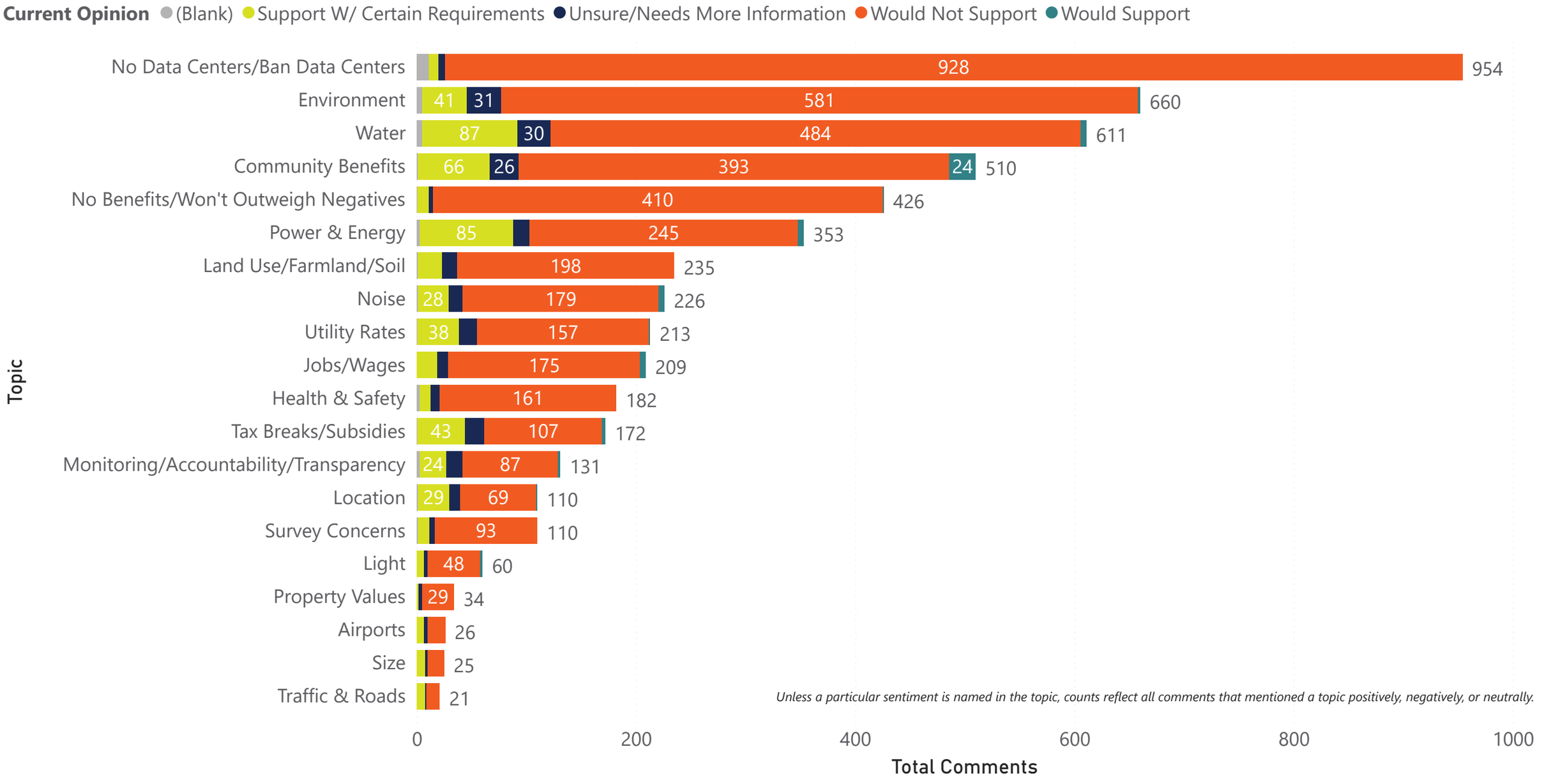

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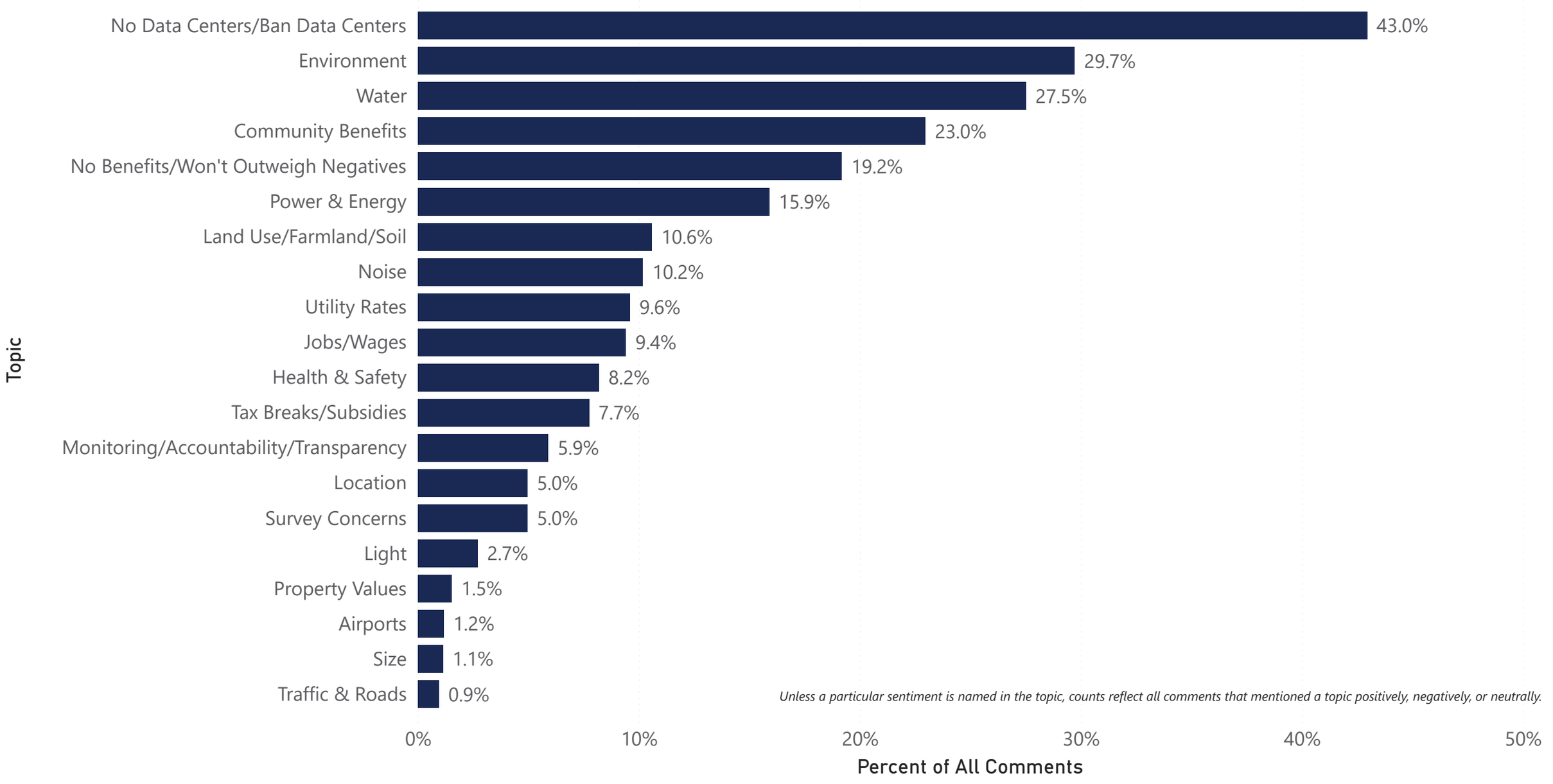

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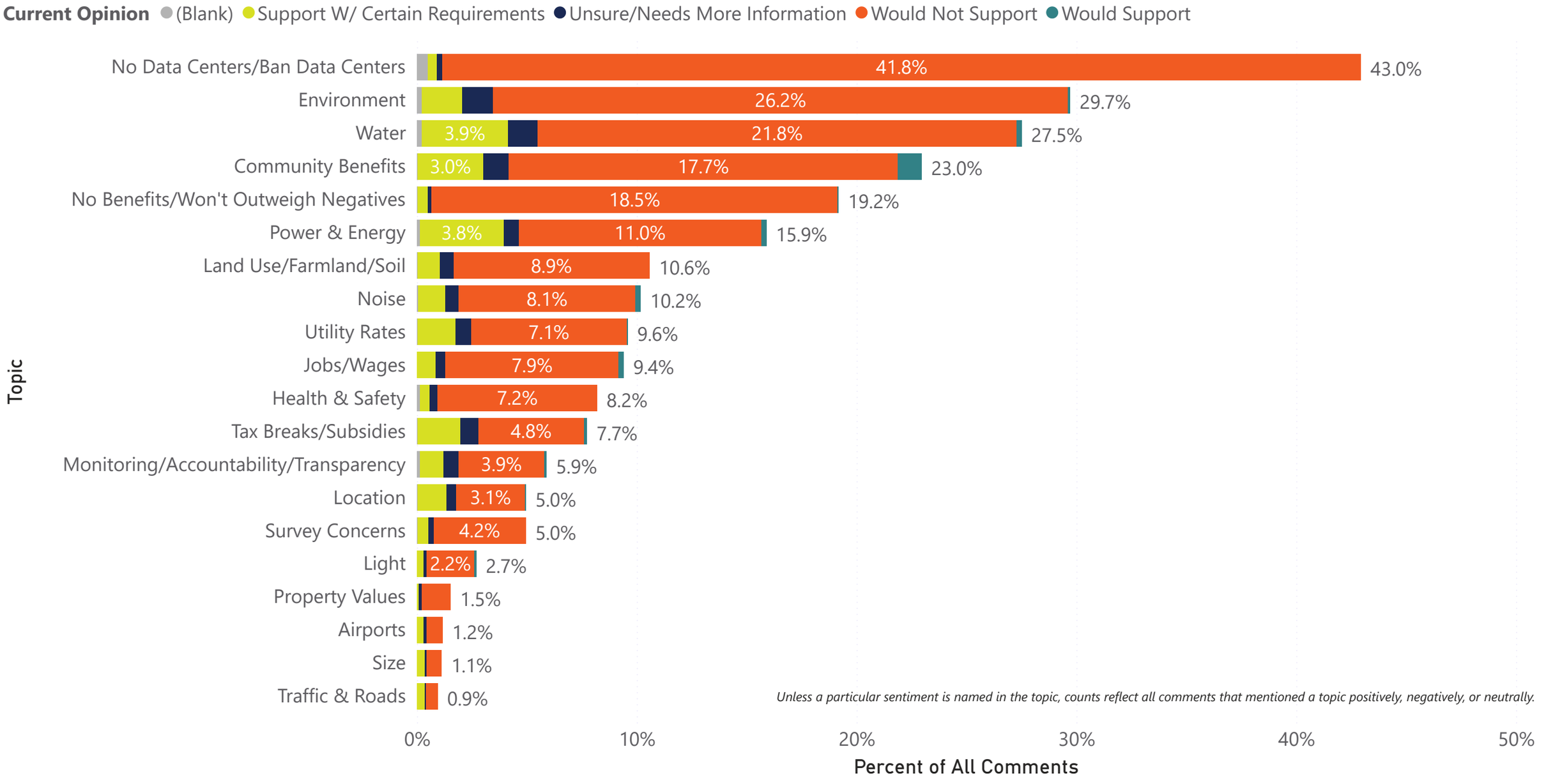
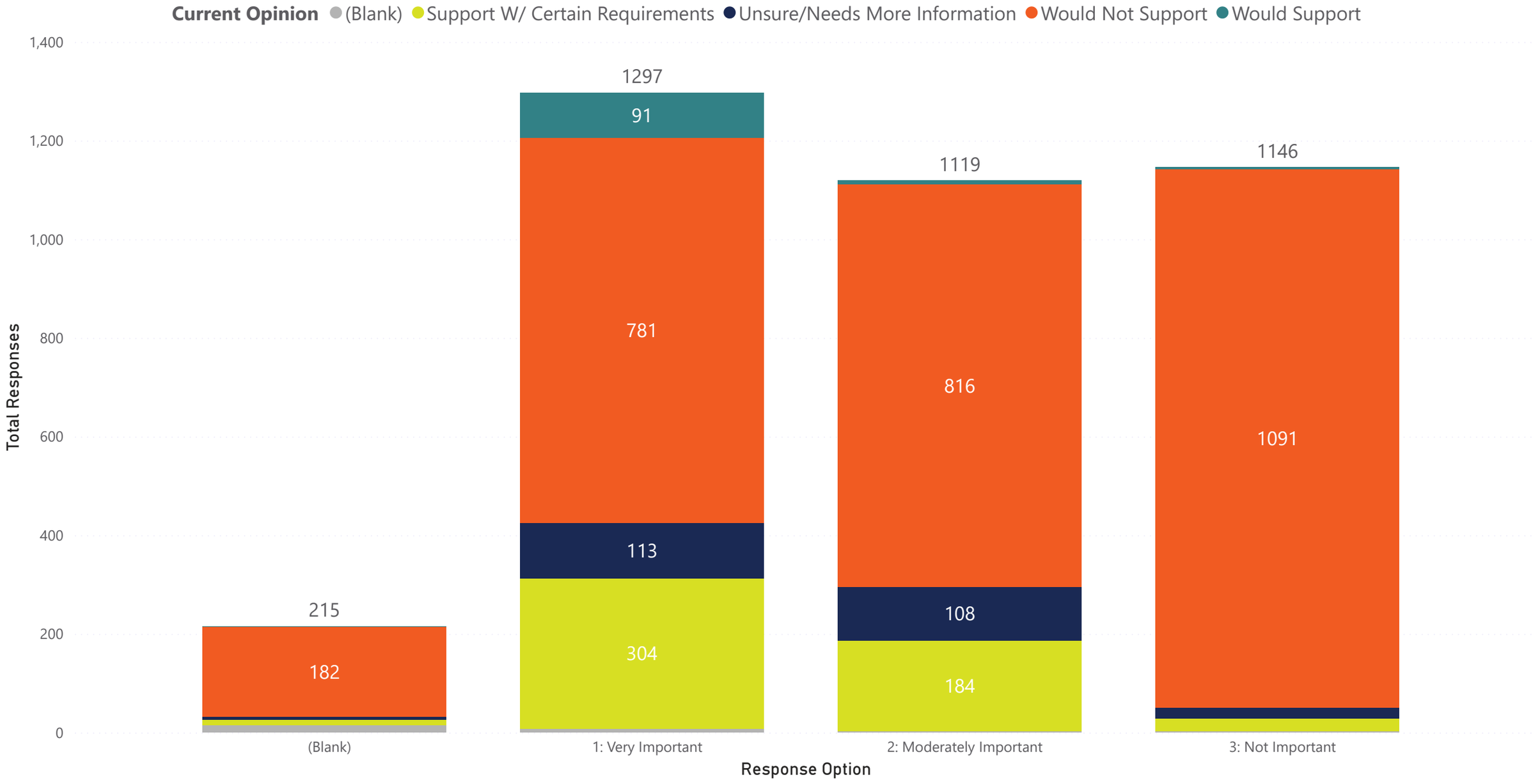


Most important topics an ordinance should address: COMMUNITY BENEFITS



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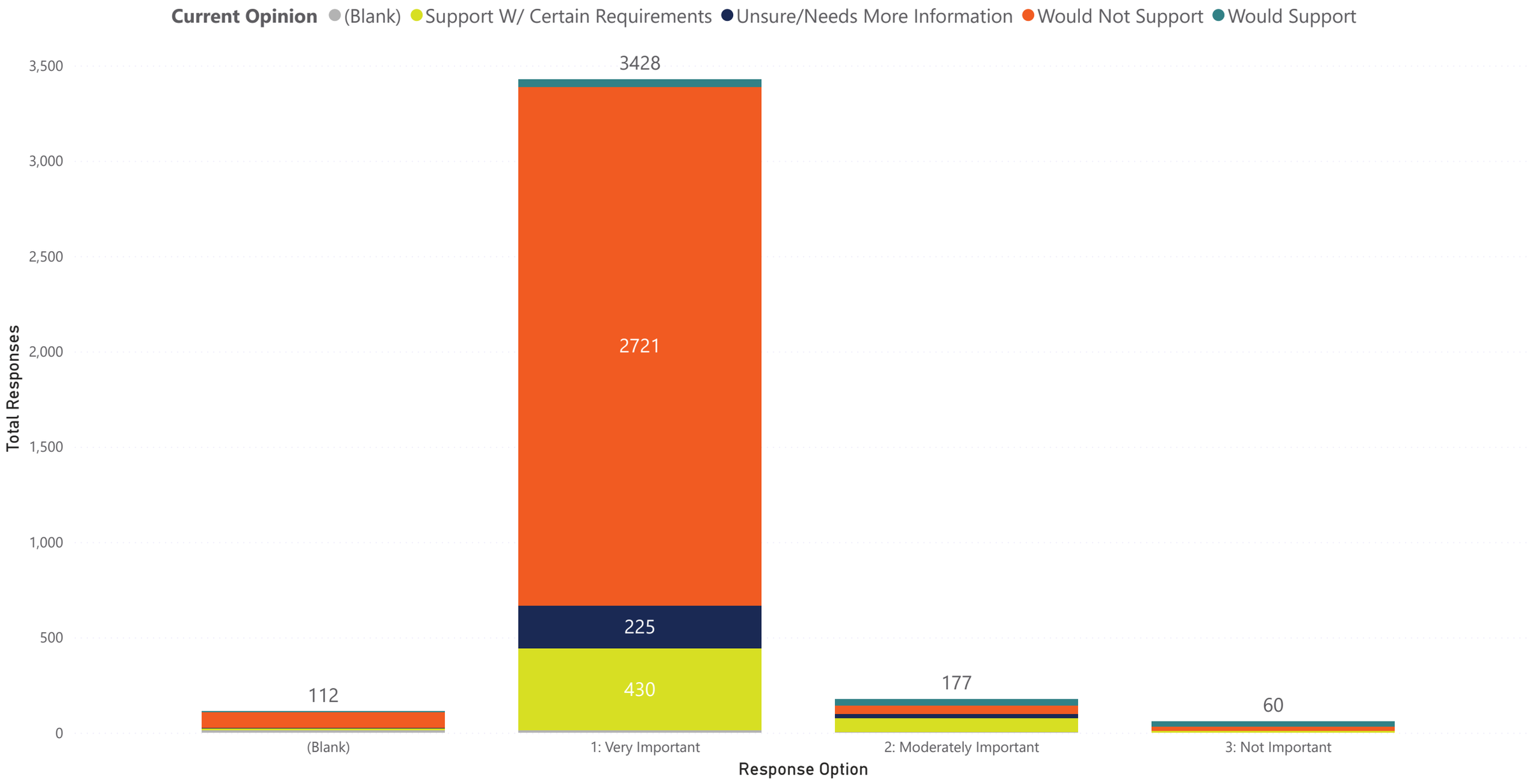
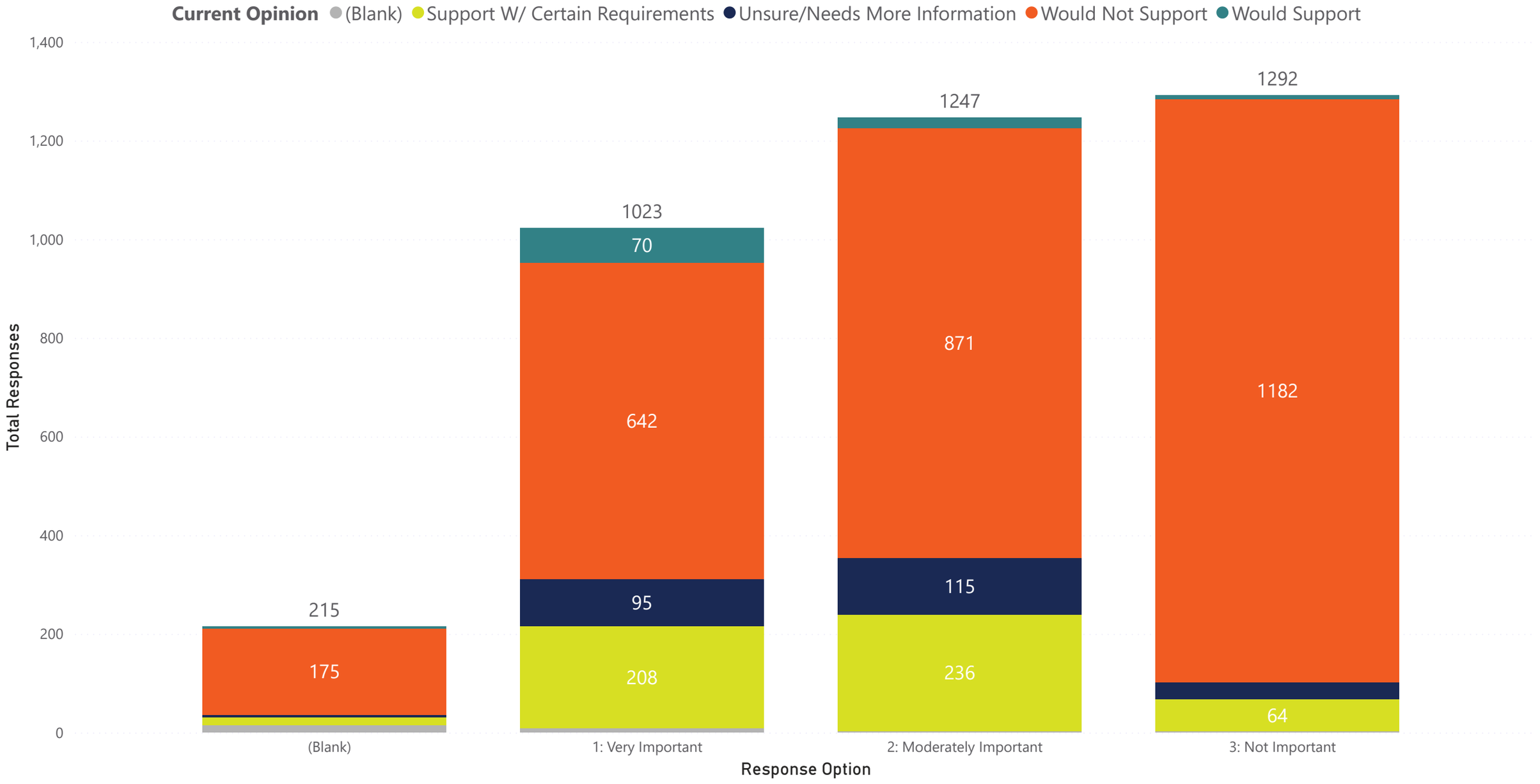
Most important topics an ordinance should address: ENVIRONMENT



Most important topics an ordinance should address: JOBS



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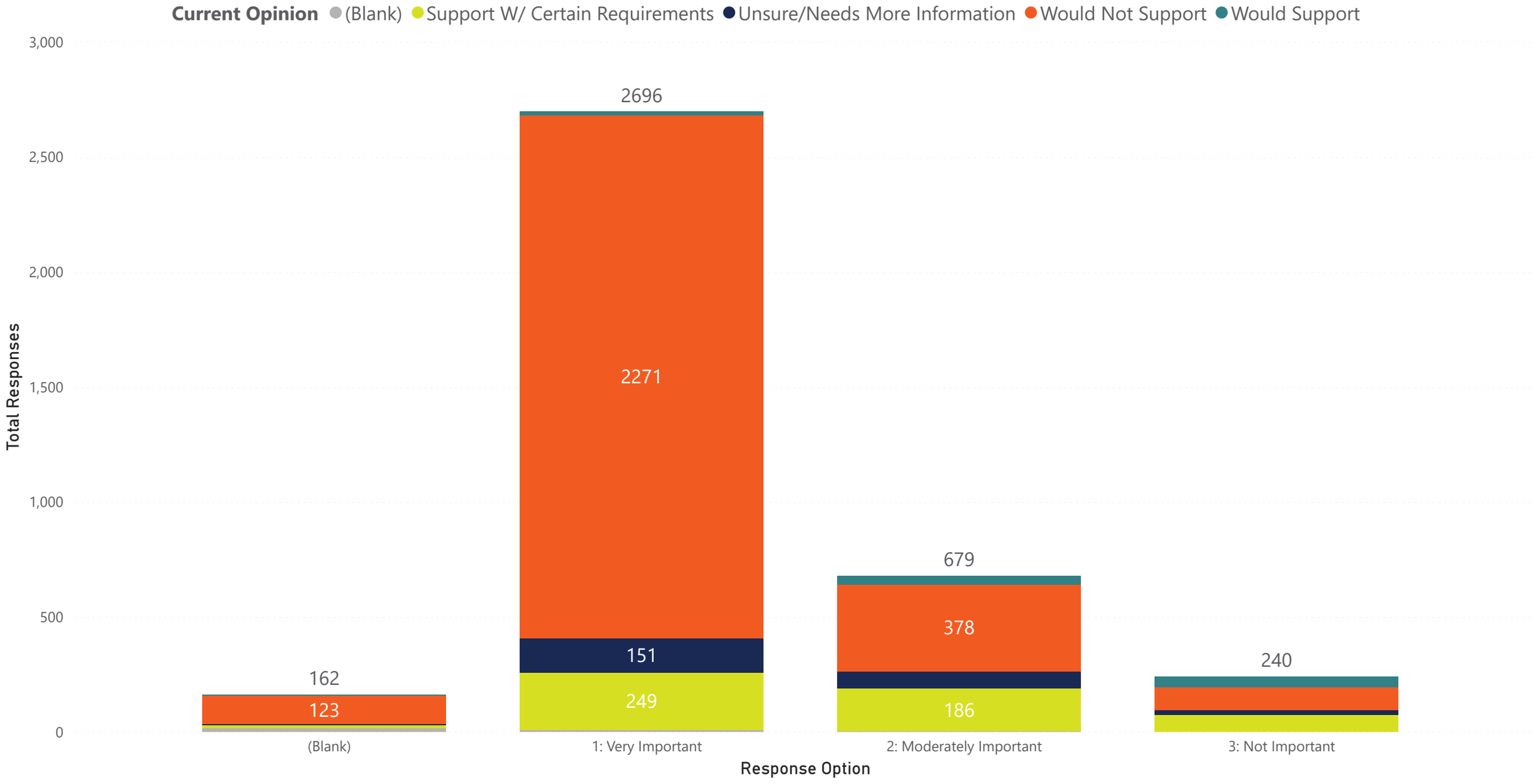
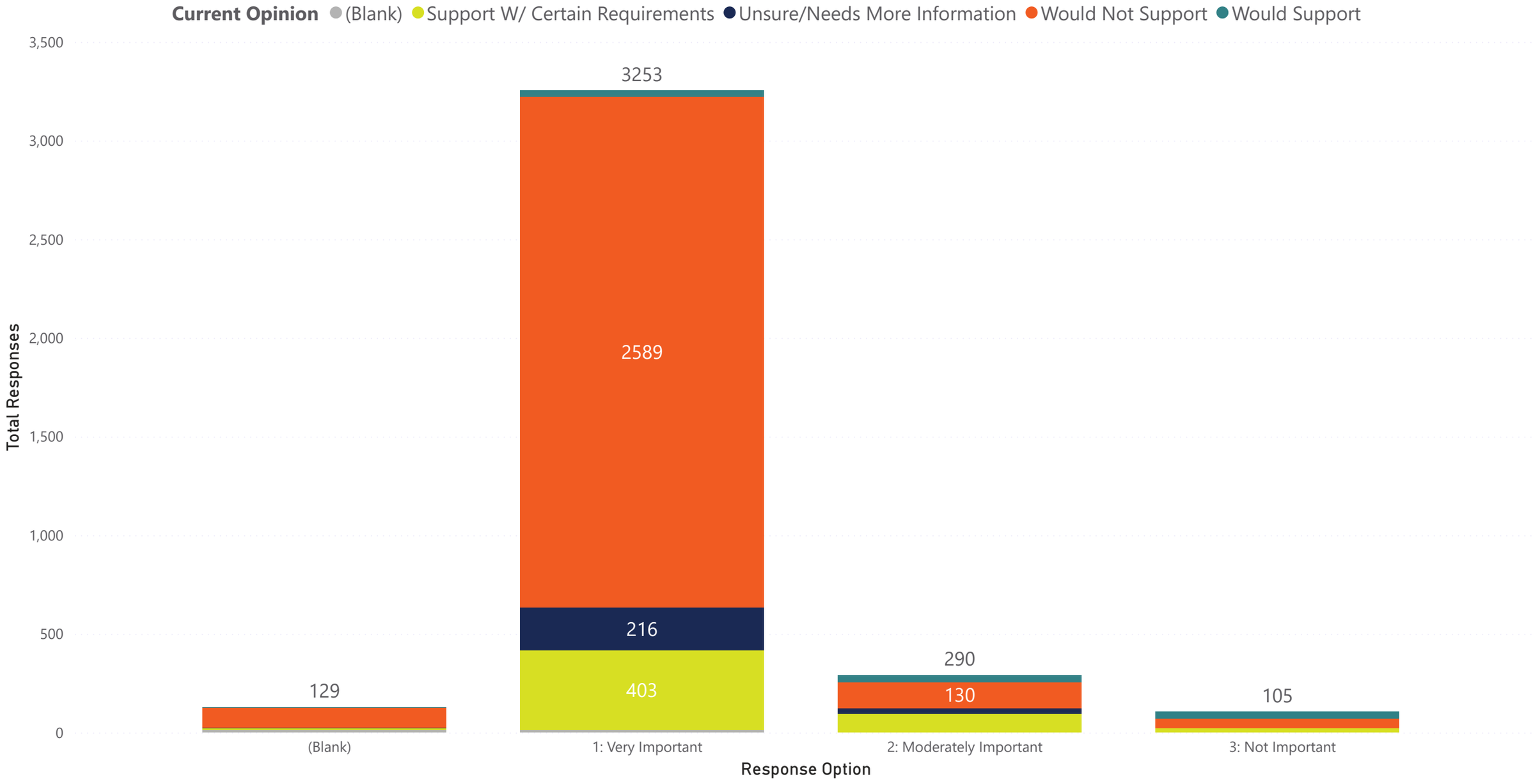
Most important topics an ordinance should address: LIGHT



Most important topics an ordinance should address: LOCATION



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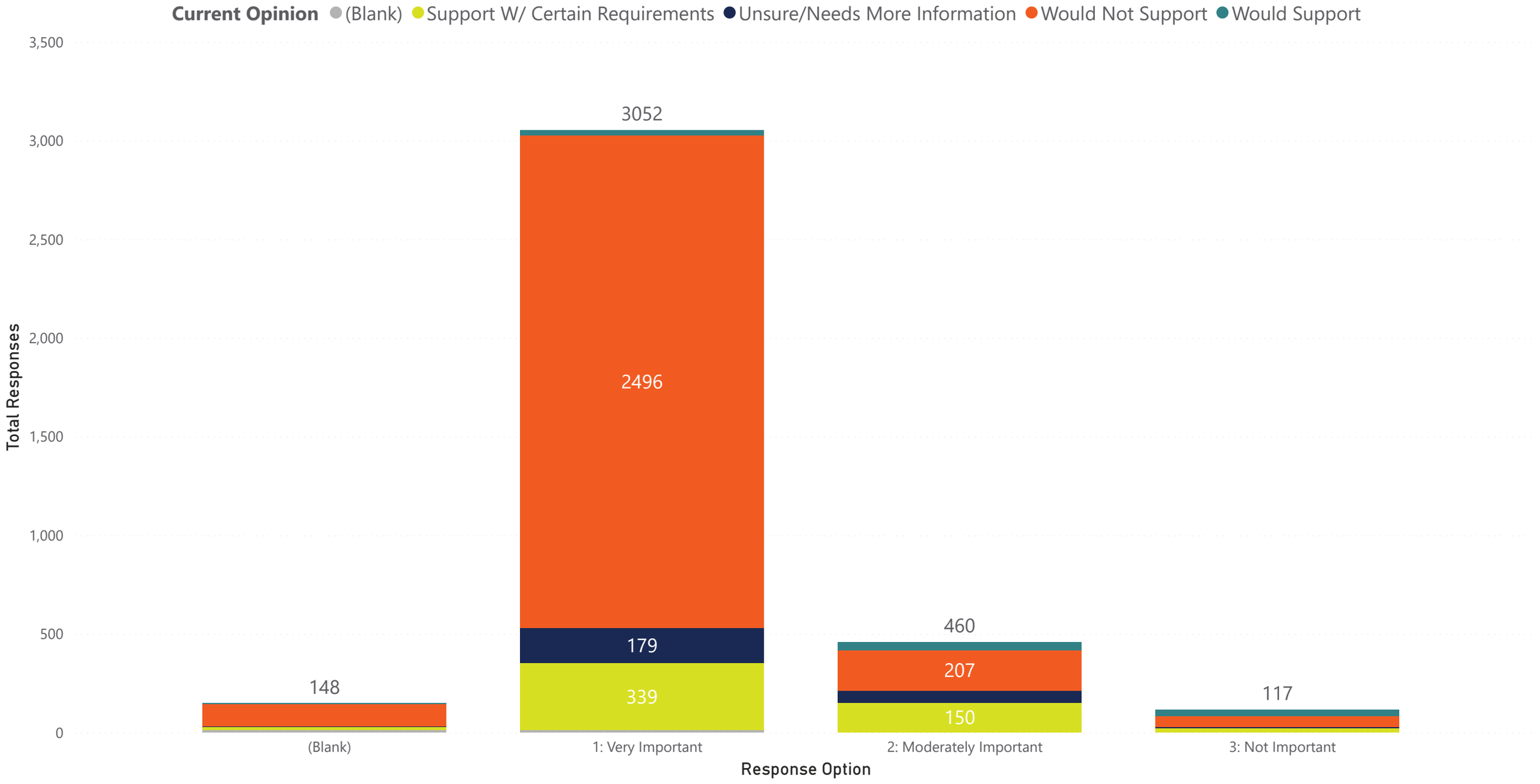
Most important topics an ordinance should address: NOISE



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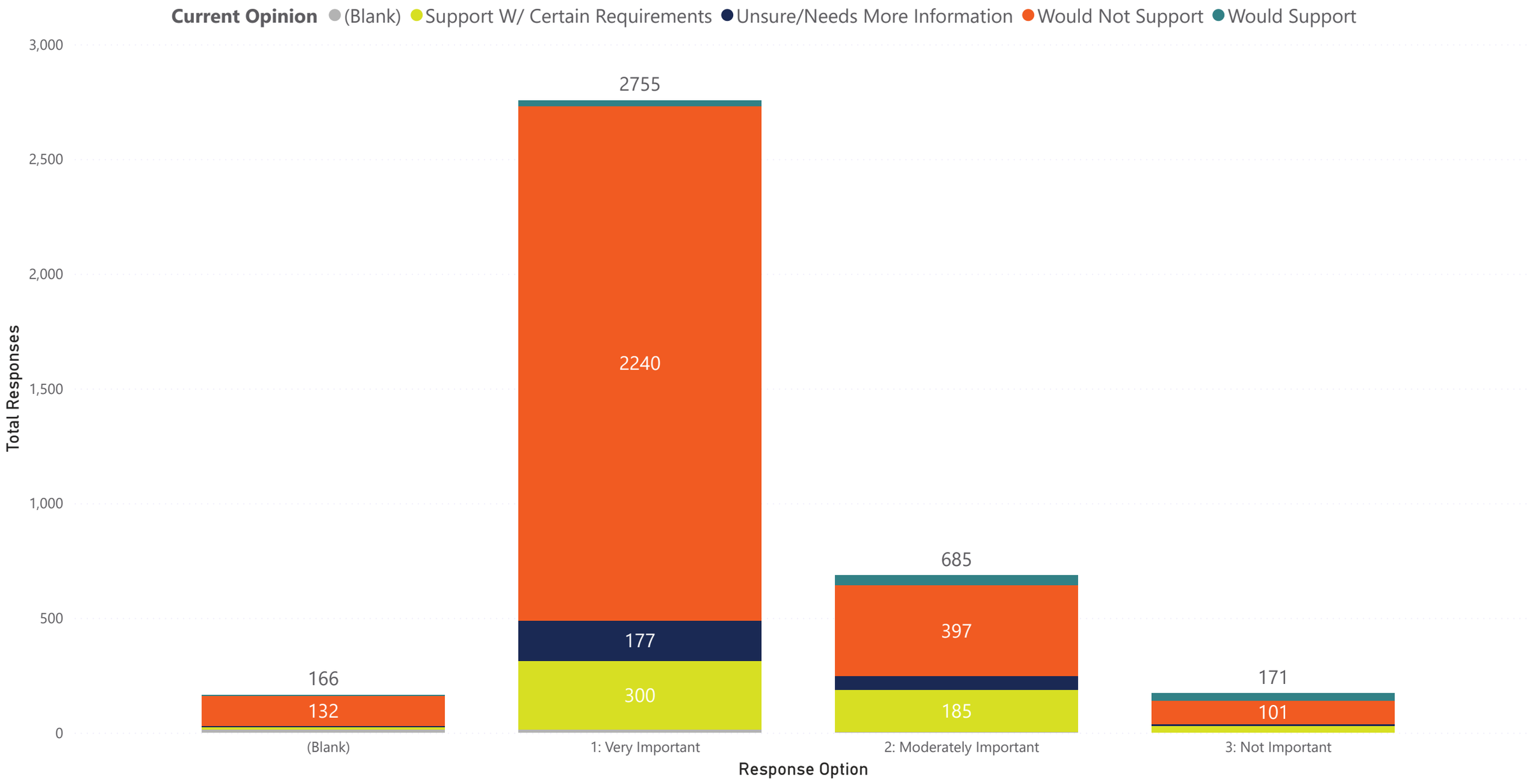
Most important topics an ordinance should address: ONGOING MONITORING



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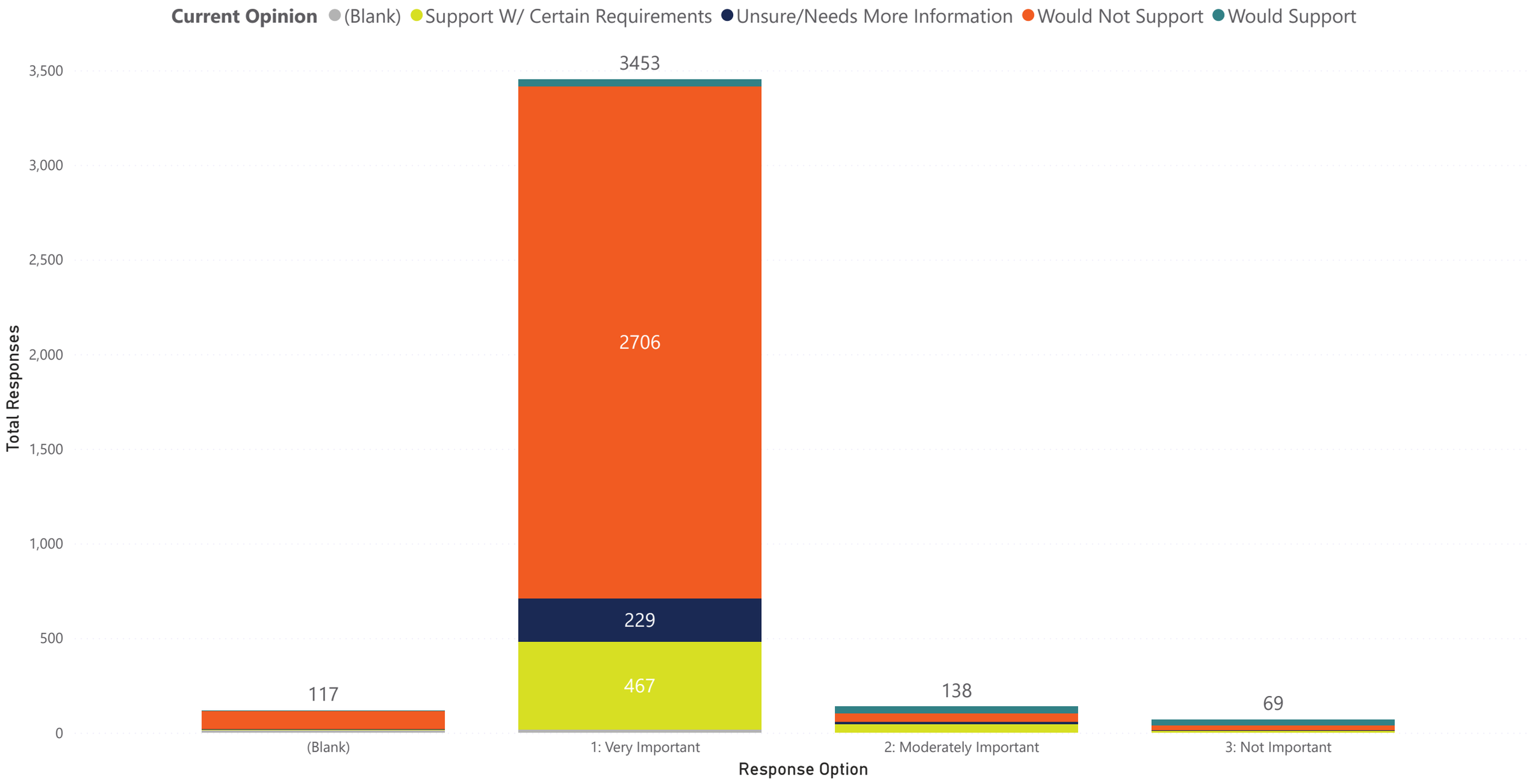
Most important topics an ordinance should address: POWER & ENERGY



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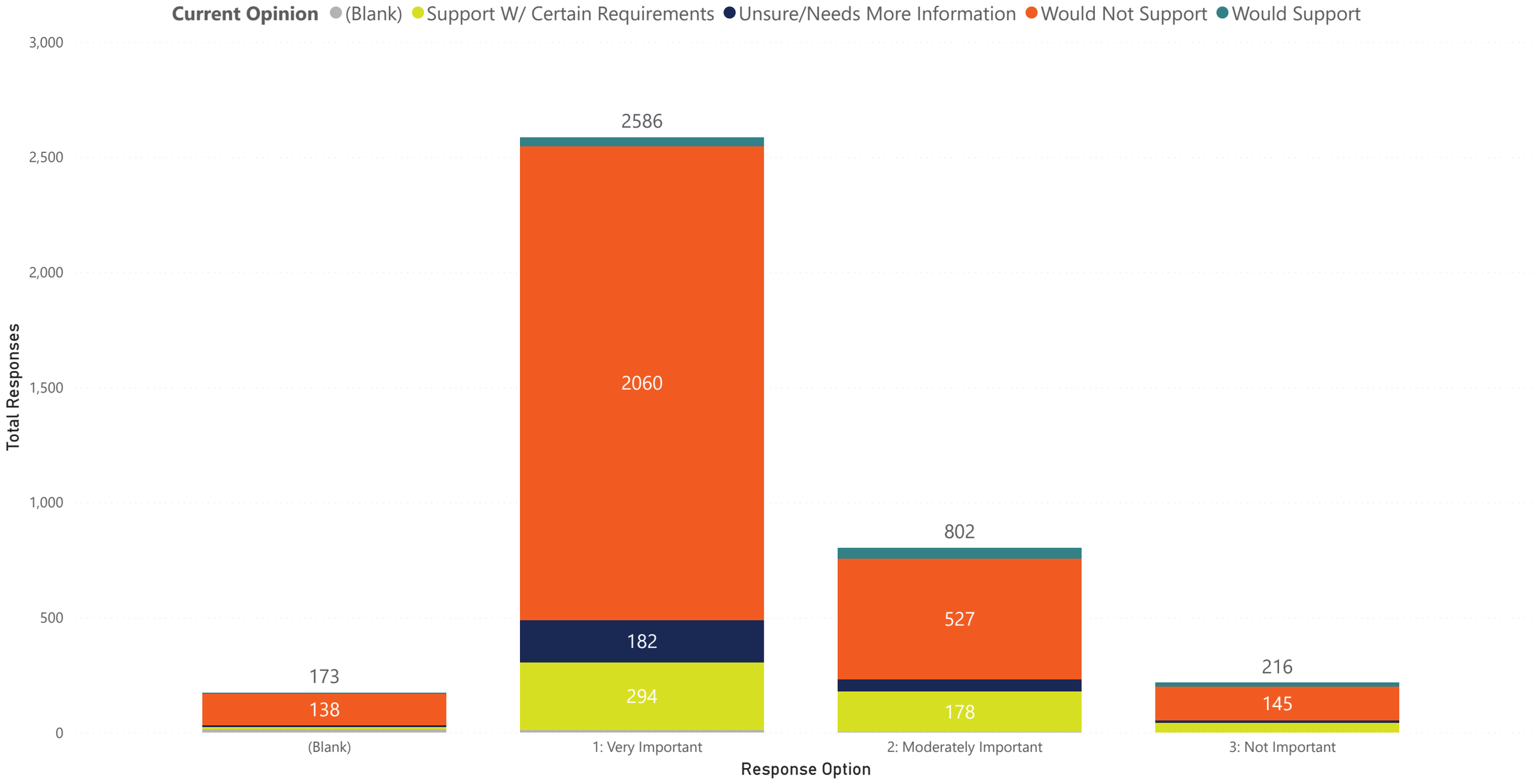
Most important topics an ordinance should address: SAFETY & EMERGENCY PLANNING



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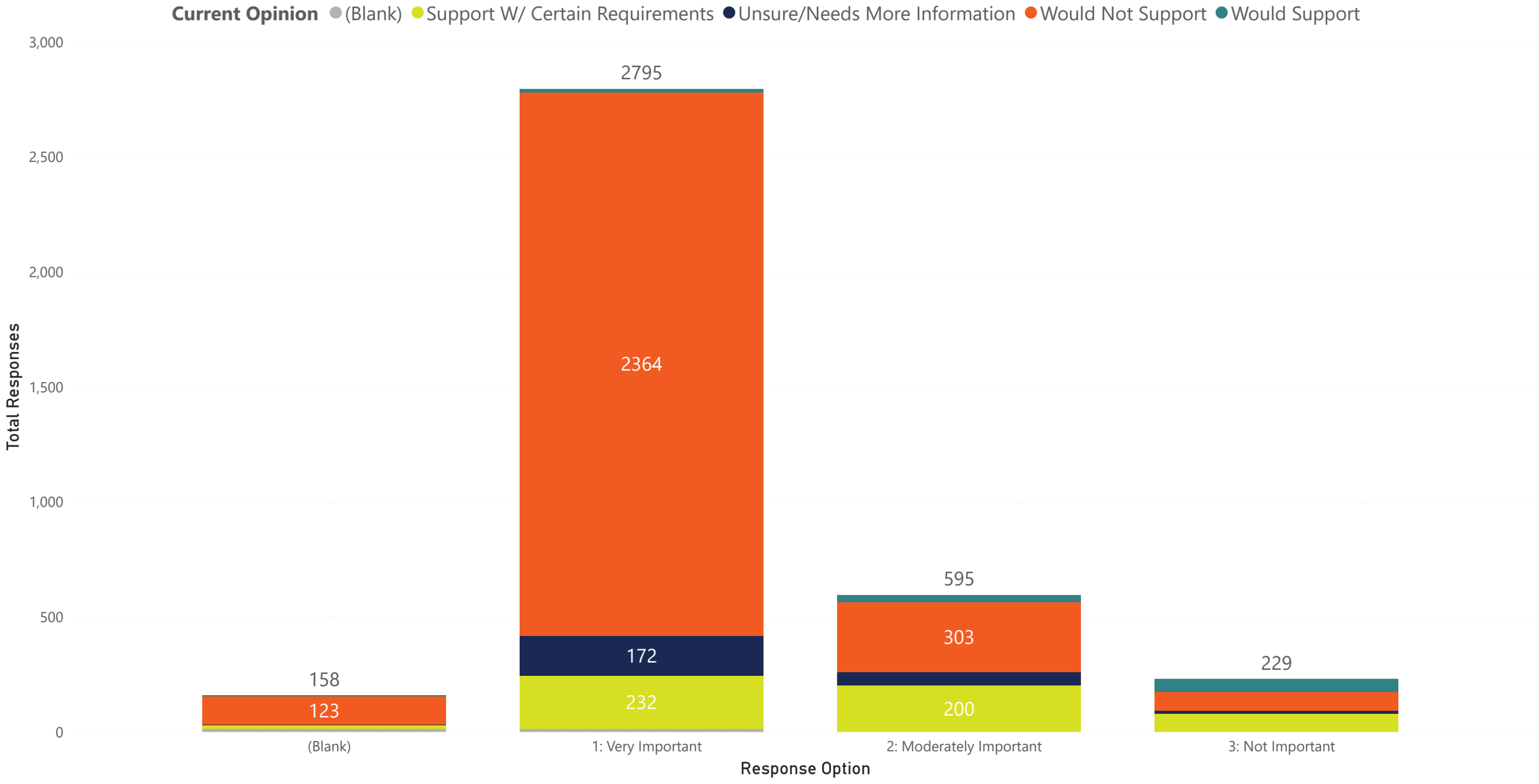
Most important topics an ordinance should address: SIZE



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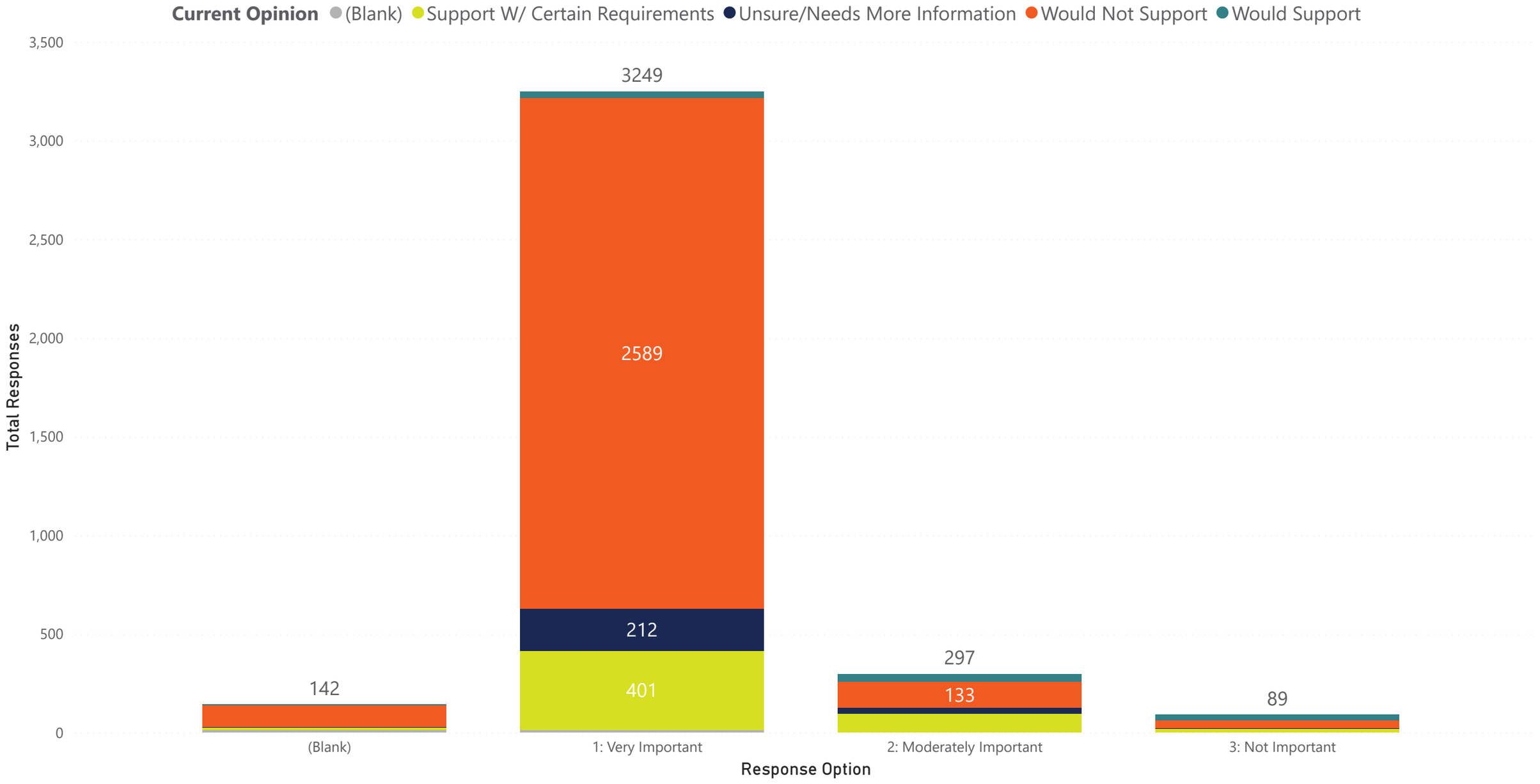
Most important topics an ordinance should address: STORMWATER



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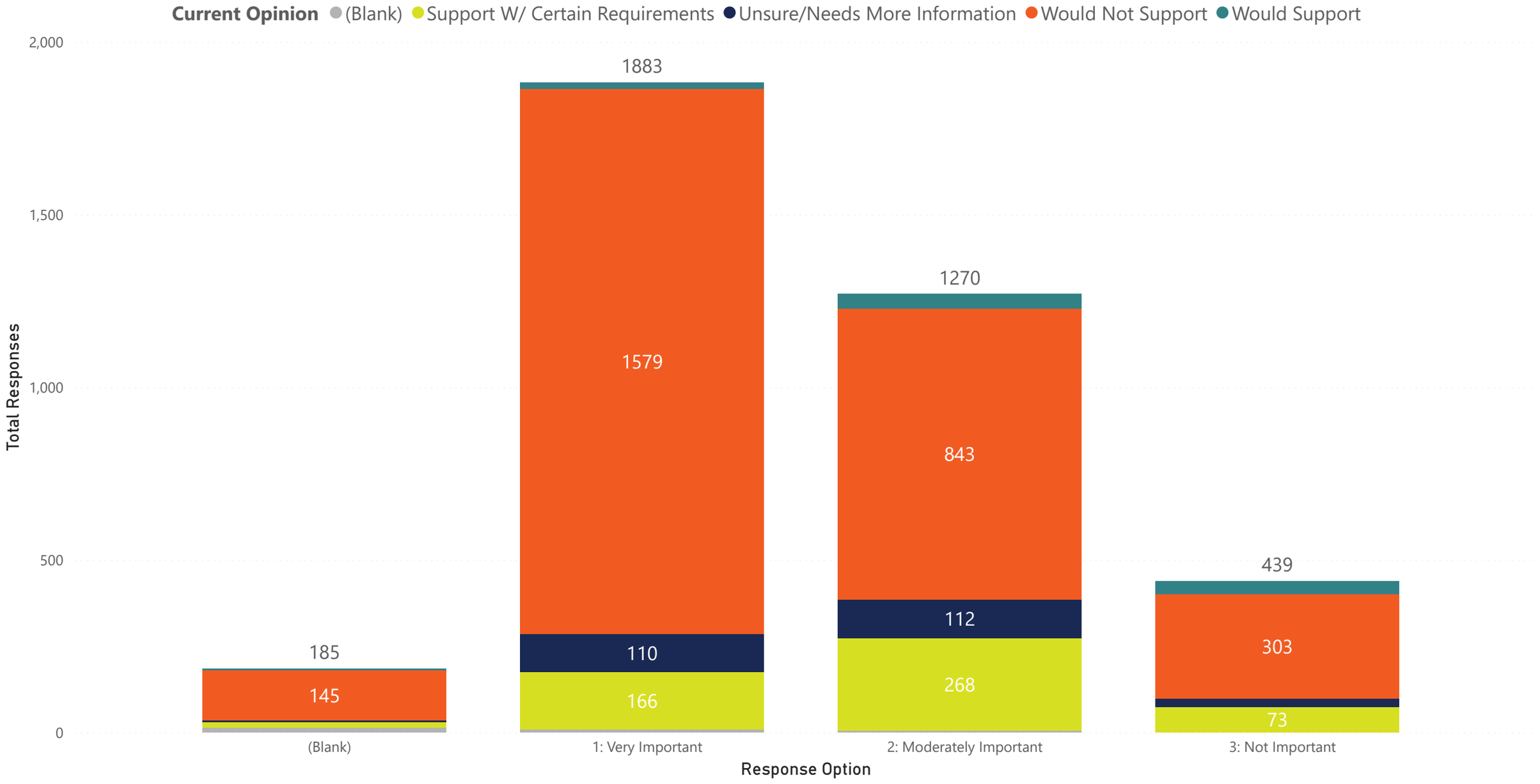
Most important topics an ordinance should address: TRAFFIC & ROADS



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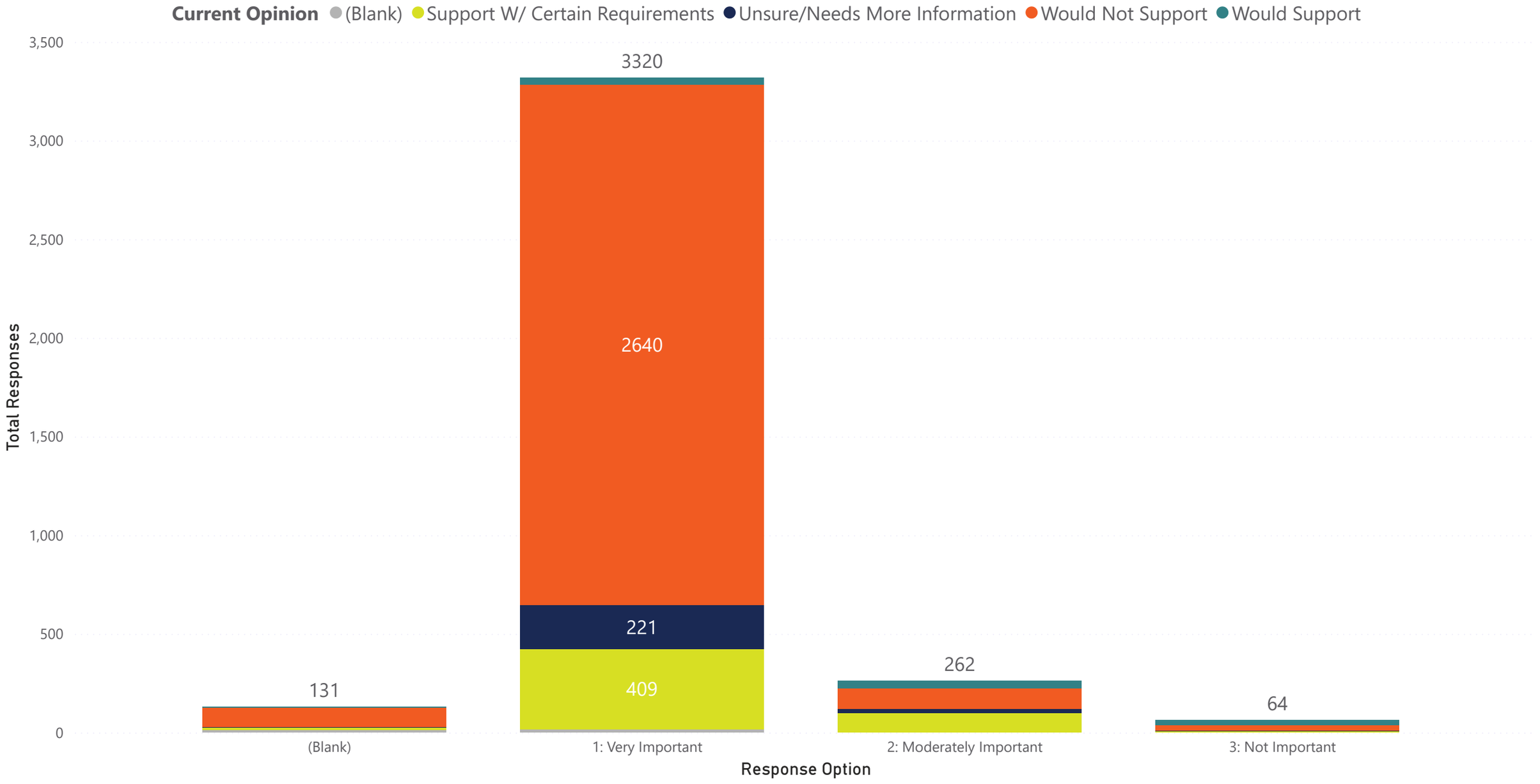
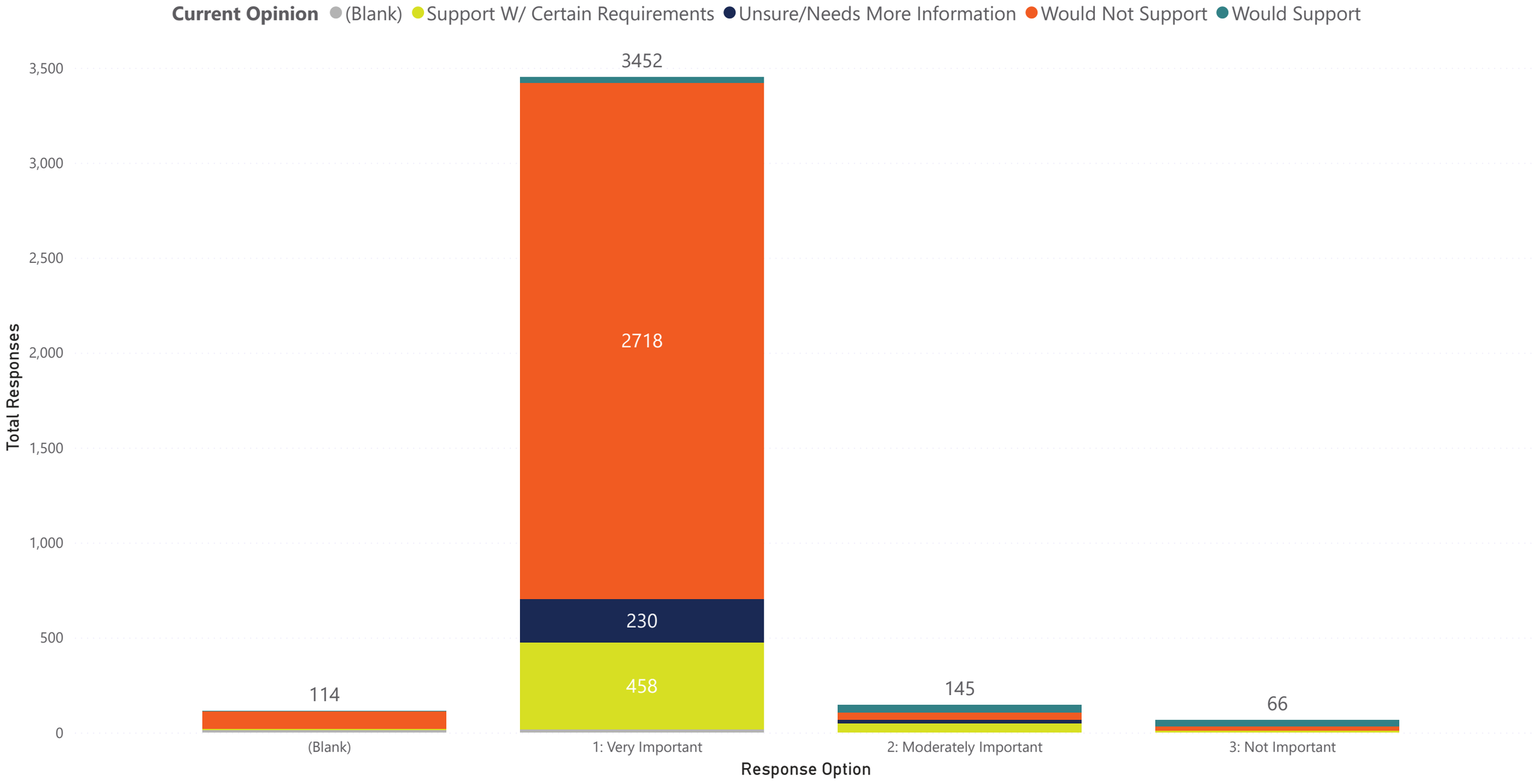
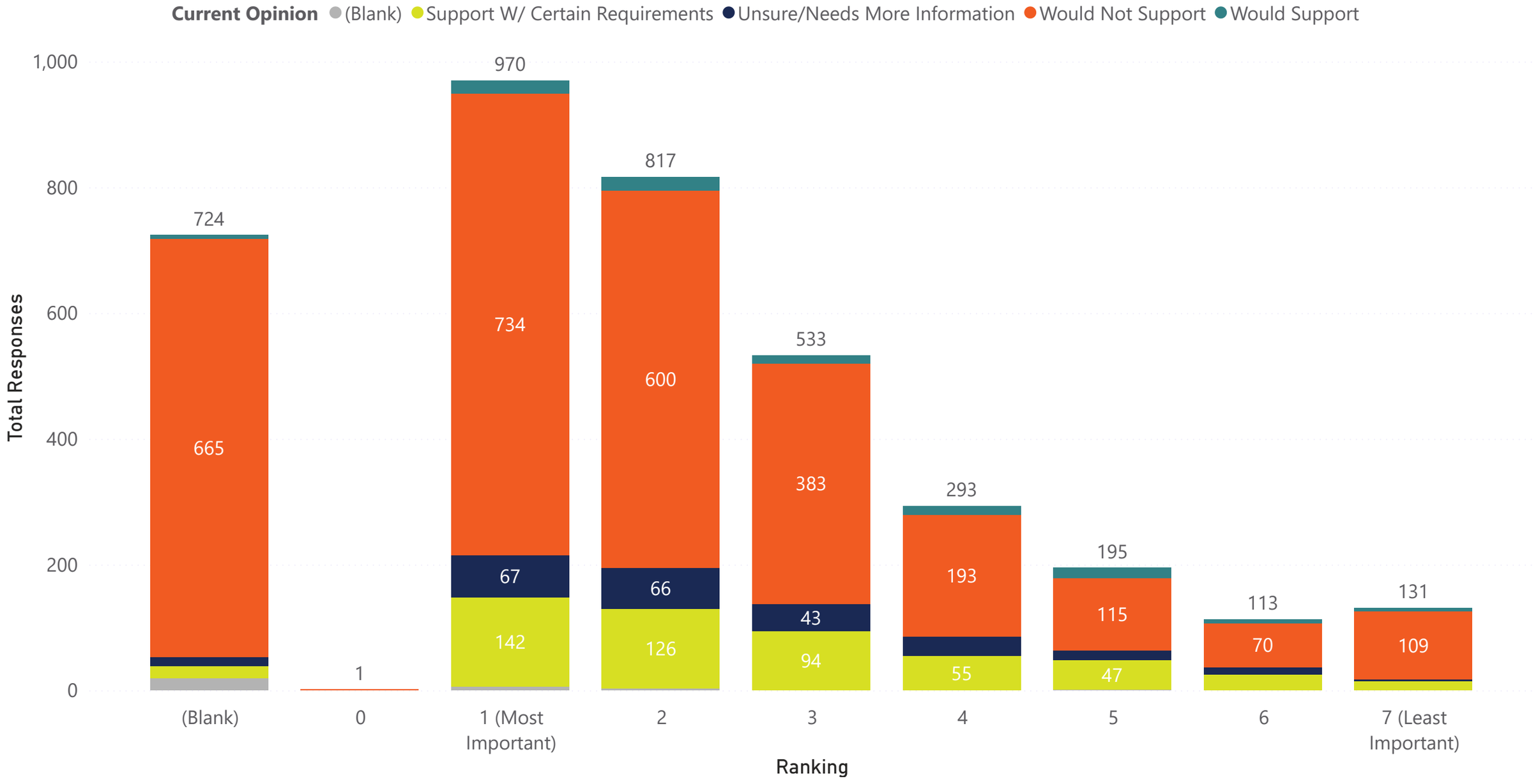
Most important topics an ordinance should address: WASTEWATER MANAGEMENT



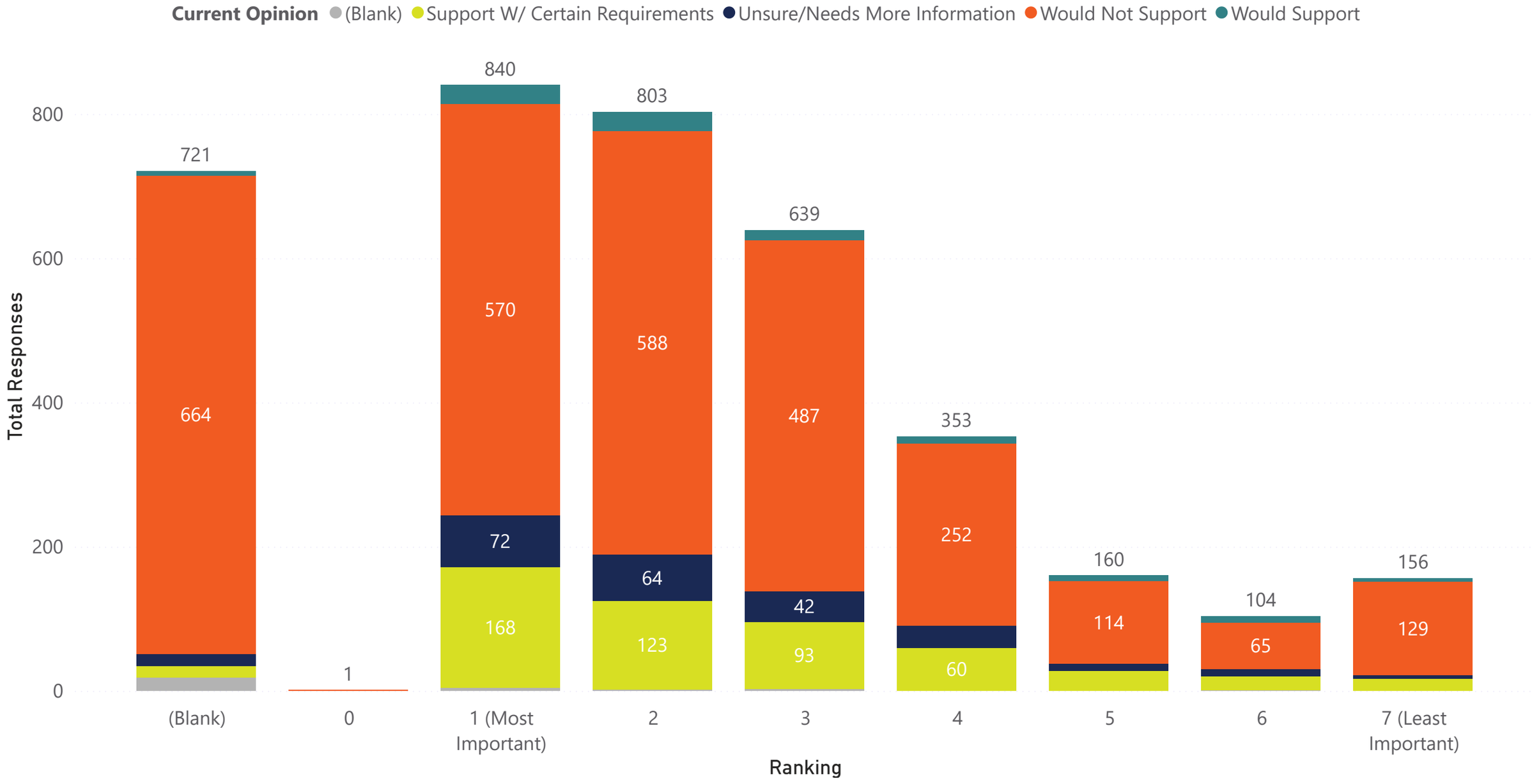
Most important topics an ordinance should address: WATER USE



Most Important Potential Benefits: Improvements to Infrastructure



Most Important Potential Benefits: Funding for City Services



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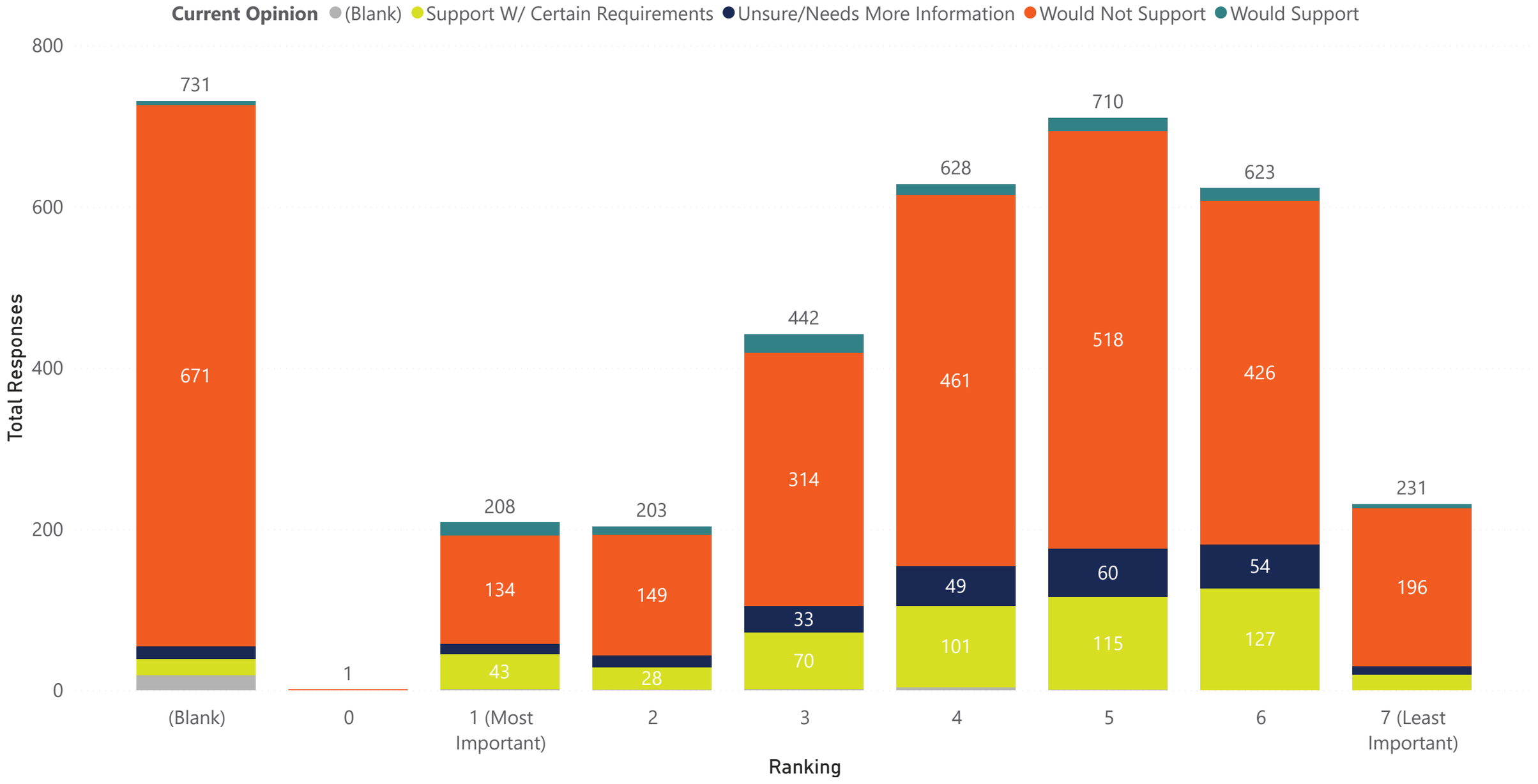
Most Important Potential Benefits: Local Business Opportunities During Construction



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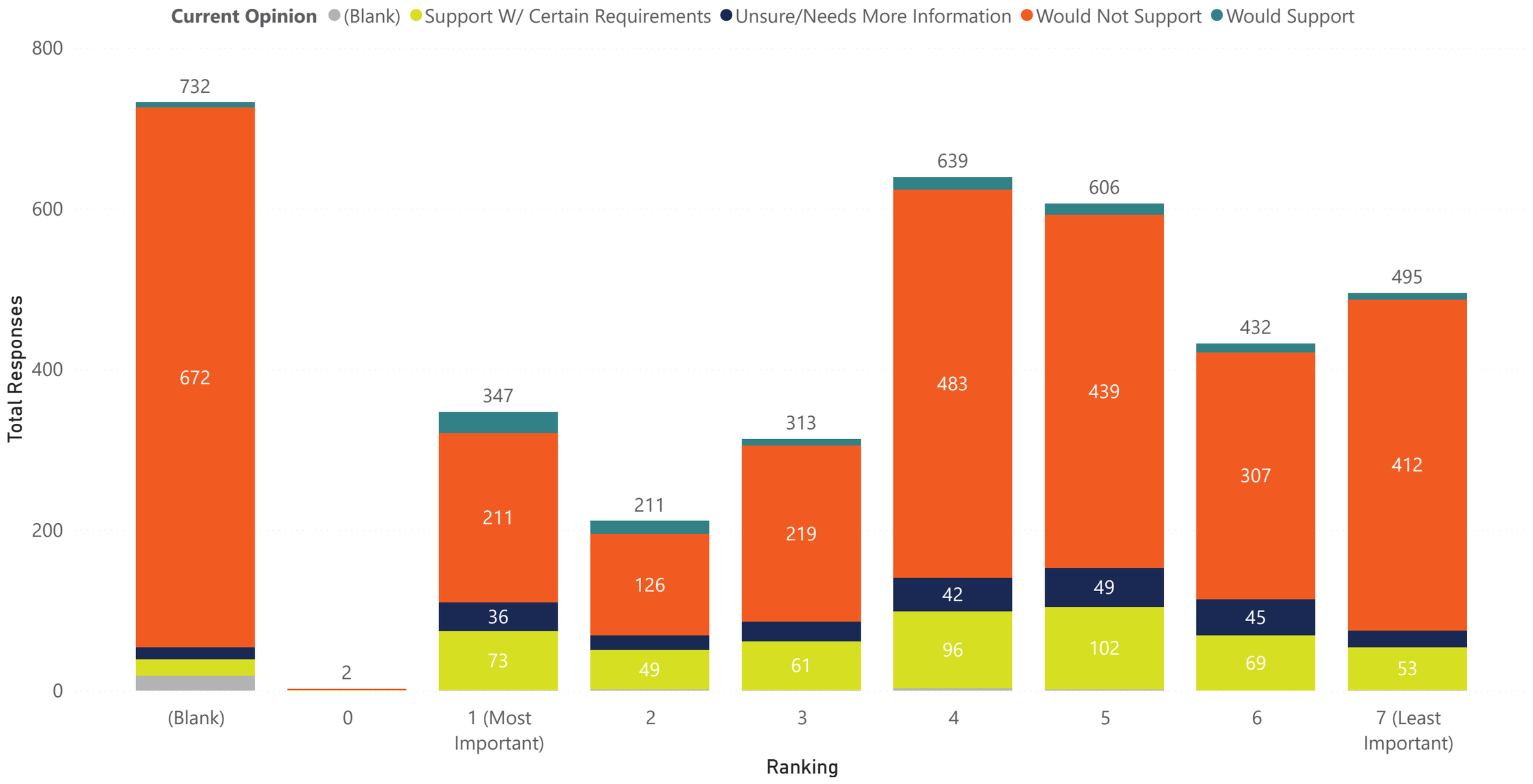
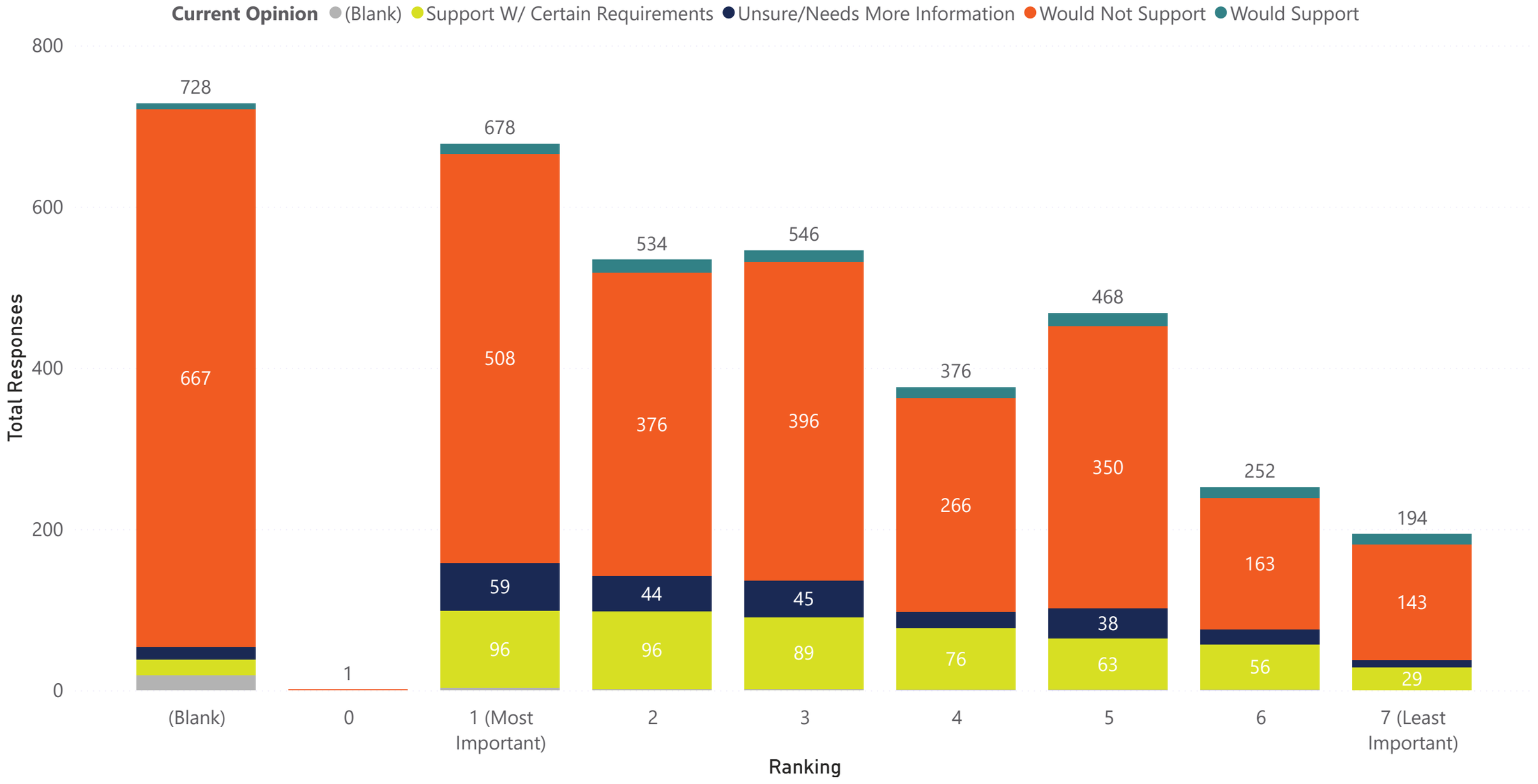
Most Important Potential Benefits: Opportunities to Support Tech/Education/Innovation



Most Important Potential Benefits: Payments or Community Benefits



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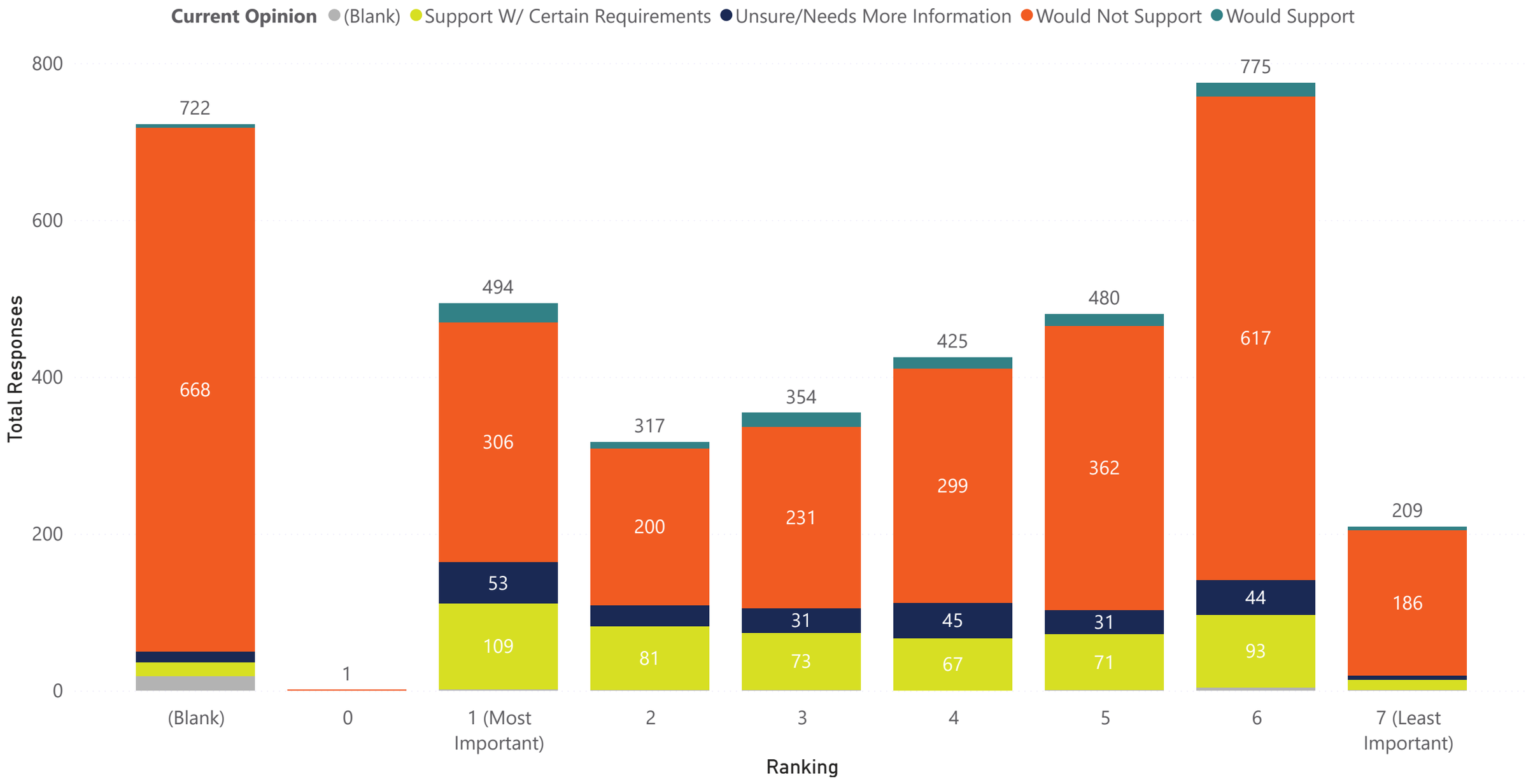
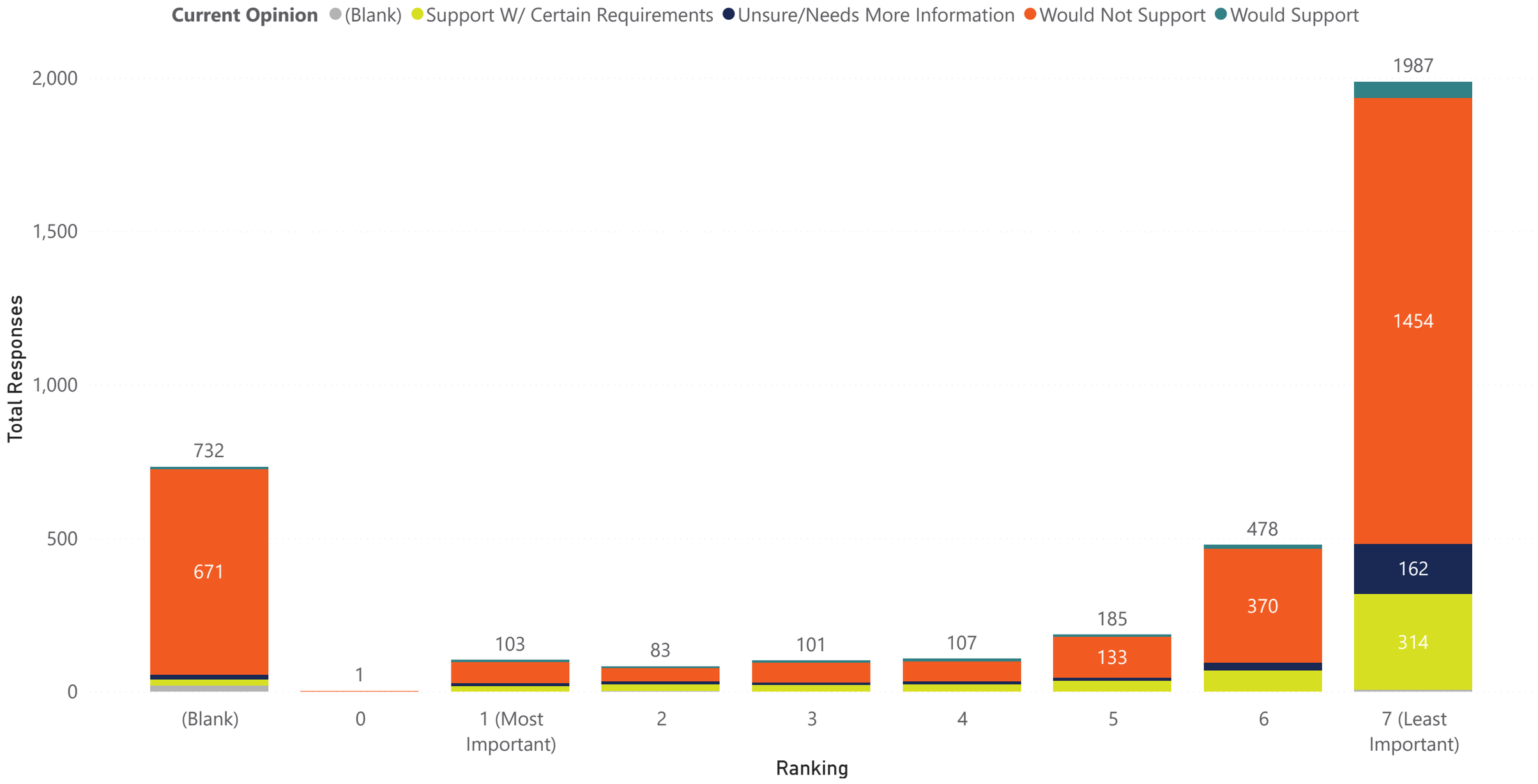
Most Important Potential Benefits: Permanent Jobs



Most Important Potential Benefits: Temporary Jobs



Round 1. What are the most important topics a data center ordinance should address?

Prompts used to facilitate discussion:

1. When you think about [TOPIC] related to data centers in or near Dubuque, what thoughts, opportunities, or concerns come to mind?
2. What aspects of [TOPIC] do you believe are most important to consider when evaluating data centers?
3. Are there specific locations, neighborhoods, resources, or community characteristics that should receive additional consideration related to [TOPIC]? Why?
4. What would responsible management of [TOPIC] look like to you?
5. If the City develops standards or expectations related to [TOPIC], what should those address?
6. What information would help the community understand how a data center is performing related to [TOPIC]?
7. If challenges arise related to [TOPIC], what actions or responses would you expect the City and data center operators to consider?

Round 2. Participants were given 7 dots and asked to vote on the most important topics identified.

Table Topic	Notes - type input exactly as it was recorded here	Note Theme	Number of dots/votes	
Environment	Physical/mental affects on humans and livestock (studies related to the topic, youth development - pyhsical and perception of the world, technology affecting our abilities)	Community concern	42	19 dots indicating they agreed with all points on board
Environment	Wildlife (vibrations and noise)	Community concern	18	
Environment	Rivers and tributaries: impact (local and across USA), pollution, thermal change, runoff, karst topography impacts, watershed, sinkholes, springs	Community concern	16	
Environment	Environment is not for sale: healthy people, healthy land	Community concern	16	
Environment	Farms (ruin farms, noise, water - testing/impact of chemicals, chemicals, air)	Community concern	15	19 dots indicating they agreed with all points on board
Environment	Water - cannot live without it, avoid reliance on bottled water	Community concern	13	
Environment	Environmental degredation (carbon neutral, do no harm)	Community concern	11	19 dots indicating they agreed with all points on board
Environment	Punishments for violations: shutdowns and works stops	Ordinance content	11	
Environment	Emissions: from ongoing powerplants, greenhouse gases, air pollution, federal regulations exempting data centers, NEPA	Community concern	10	
Environment	Health Concerns & Cancer Rate (health care costs)	Community concern	8	
Environment	Noise: wildlife, vibrations, people, impacts	Community concern	6	
Environment	Water (what is being consumed by humans and wild life)	Community concern	6	
Environment	Alternative energy sources: solar (rooftop), mandating	Ordinance content	6	
Environment	Locations: not on prime farmland, away from populations, flat vs. slopes	Community concern	4	
Environment	Energy Use: high voltage overhead lines, gas usage, generators	Community concern	4	
Environment	Long term vs short term	Community concern	4	19 dots indicating they agreed with all points on board
Environment	Mother nature (unknowns)	Community concern	4	
Environment	Money (property values)	Community concern	4	
Environment	Electronic Waste: disposal and mangement	Ordinance content	4	
Environment	Self Contained: no access to public infastructure, no wells	Ordinance content	4	
Environment	Air pollution	Community concern	3	
Environment	Dust Pollution: back up generators, heat plumes	Community concern	3	
Environment	Soils: pH levels, runoff	Community concern	3	
Environment	Life cycle of property: comission and decomission plans, urban renewal	Community concern	3	
Environment	Not easy to reverse	Community concern	3	
Environment	Utility rates (people pay more)	Community concern	3	
Environment	Size: limites to how big they can get, obsolete in time, condense locations, re-use vacant buildings	Ordinance content	3	
Environment	Reserve for industrial parks, no hyperscale	Ordinance content	3	
Environment	Nature and wildlife (must thrive)	Community concern	2	19 dots indicating they agreed with all points on board
Environment	Water Consumpion (unknown how much is needed and where it goes)	Community concern	2	
Environment	Landscaping (set backs, data center as a neighbor)	Ordinance content	2	19 dots indicating they agreed with all points on board
Environment	Use existing buildings, don't build on farmland, small scal could reuse	Ordinance content	2	
Environment	consider rating of soil	Community concern	1	
Environment	cornbelt: best soil in USA	Community concern	1	
Environment	Soil (unsure how impacts soil)	Community concern	1	
Environment	Meony cannot replenish mother nature	Community concern	1	
Environment	Environmental expert	Ordinance content	1	
Environment	Regulation, accountability, reporting	Ordinance content	1	
Environment	No good location	Community concern	0	
Environment	Farmland & Residential should be avoided	Ordinance content	0	
Environment	experts from other industries	Ordinance content	0	
Environment	City & state involvement, smilar to water wells	Ordinance content	0	
Environment	Water runoff causing environmental issues	Community concern		
Environment	Nature areas/nature reserves need special consideration	Community concern		
Environment	Masterpiece on the Mississippi needs special consideration	Community concern		
Environment	pre-paird environmental remedication fund	Ordinance content		
Jobs	During Construction: concern with only temp jobs. Not long-term, full-time jobs	Community concern	5	
Jobs	During Construction: out of state workers not paying state or local taxes	Community concern	4	
Jobs	After Construction: (Permenant) jobs not filled by local citizens.	Community concern	4	
Jobs	During Construction: (Temp workers) cause spike in (demand for) local business use that crowds out locals, then (temp workers) leave and (locals) don't return.	Community concern	2	

Jobs	After Construction: Need to have a certain # of permanent jobs for a longer period (i.e. 10+ years) if not significant penalties that matter if they fail.	Ordinance content	2	
Jobs	During Construction: (Temp workers) fill up camp grounds, not available for local citizens.	Community concern	1	
Jobs	Financial benefits - who benefits, jobs in construction	Community benefit	0	
Jobs	Quality of Jobs	Community concern	0	
	During Construction: demand local services (e.g. restaurants) in short term. (Local businesses) already have hard time getting workers.			
Jobs	Construction might take some away (e.g. local HVAC/plumber) so they aren't available for local residents.	Community concern	0	
Jobs	After Construction: Jobs must have livable wages	Ordinance content	0	
Jobs	Jobs (not many, are they local, short term for building the center), tax revenue (good but at what cause)	Community benefit		19 dots indicating they agreed with all points on board
Light	Impact of light on animals - migratory birds, insects	Community concern	10	
Light	Light pollution re: distance from facility	Community concern	9	
Light	All light concerns	Community concern	6	
Light	Bright lights, light pollution. How will this be regulated? Requirements? Effects and distance for residential areas, airport, farms, parks	Resident question	5	
Light	Energy and heat fromt the lights	Community concern	3	
Light	Missing darkness	Community concern	2	
Light	Effects of bird migration, wildlife and farm animals. Can't see stars	Community concern	2	
Light	Placement only in heavy industrail areas - no neighborhoods	Ordinance content	2	
Light	Light pollution	Community concern	1	
Light	Data Centers nned to be held to defined standards, already have regulations for other industries/businesses	Ordinance content	1	
Light	Follow Dark Sky Concept	Ordinance content	1	
Light	Why do they need lights without staff?	Resident question	1	
Light	Ambient Lighting of Data Center	Community concern	0	
Light	Has experience seeing growth in community light, increase of lighting overall around community, seen from afar	Community concern	0	
Light	Saftey concerns re: driving at night	Community concern	0	
Light	Need larger guidelines on sizing/scale of Data Centers	Community concern	0	
Light	Generator usage effects	Community concern	0	
Light	How much light is standard?	Resident question	0	
Location	None - As far as possible - All dangerous	Community concern	56	
Location	No City annexing to increase lan availability to build a data center	Community concern	18	
Location	No agricultural land (rezoned for data centers)	Ordinance content	12	
Location	No land annexation (specifically for data centers)	Ordinance content	11	
Location	Too close to airport	Community concern	10	
Location	Not in USA	Community concern	9	
Location	Negative ecological effects (Power, Etc.)	Community concern	9	
Location	Don't support data center in city limits	Community concern	9	
Location	Away from population centers	Ordinance content	9	
Location	Not affect the population	Ordinance content	7	
Location	Location considerations (farm/agricultural, areas with residential homes, parks, near low income areas)	Ordinance content	7	19 dots indicating they agreed with all points on board
Location	impacts on cropland?	Community concern	6	
Location	Data centers will be gone in 10-20 yrs, can't re-use land	Community concern	4	
Location	Sink holes are already a concern in this area	Community concern	3	
Location	Should not use valuable farmland	Community concern	3	
Location	Non Residential	Ordinance content	3	
Location	Zoned Industrial w/ perimeter (2, 5, 10 miles)	Ordinance content	3	
Location	future land useage vs zoning	Ordinance content	3	19 dots indicating they agreed with all points on board
Location	Farmland and high density areas should be protected	Community concern	2	
Location	Not vulnerable communitys, schools, nursing home, and lower income	Community concern	2	
Location	Noise below levels of hearing how far out it goes. Effects on health	Ordinance content	2	
Location	No conservation land (rezoned for data centers)	Ordinance content	2	
Location	Location property value	Community concern	1	
Location	440 acres of proposed land in county is valuable farm land	Community concern	1	
Location	Preserve the Mississippi	Community concern	1	
Location	build outside the state of Iowa	Community concern	1	
Location	Data Center should be located outside city limits within lower populated areas.	Ordinance content	1	
Location	Need set backs to cemetaries, residential, agricultural, everything	Ordinance content	1	
Location	topography and stability of site	Community concern	0	
Location	heat flumes- could impact airport location	Community concern	0	
Location	Safety concerns for schools (traffic, environment, noise, etc)	Community concern	0	
Location	concern for county lines	Ordinance content	0	
Location	Nowhere in city limits suitable for hyper scale, perhaps scale down	Resident question	0	
Location	big concerns about the impact on neighborhoods and resources. Every location is bad.	Community concern		
Location	Areas in the country need special consideration	Community concern		
Location	Highly concentrated areas need special consideration	Community concern		
Location	Industrial areas should not be subjected to data centers either	Community concern		
Location	Not near residential - only near industrial or commercial zones areas - set perimeter distance - noise & animals are concerns	Ordinance content		
Location	No land annexation specifically for data centers	Ordinance content		
Location	No agricultural land can be rezoned from farmland/ag - Has setbacks	Ordinance content		
Location	Detention basin attracts water fowl (detention basins are not to be located within 5 miles of an airport due to bird strikes/airplanes)	Ordinance content		

Location	Should not be next to residential areas		Ordinance content		
Location	Should not be next to farmland		Ordinance content		
Location	Responsible management would look like making them go somewhere else		Ordinance content		
Location	Location should be in an industrial center		Ordinance content		
Noise	Affects on peoples health		Community concern	19	
Noise	High noise levels ruin life; impacts health; impacts on quality of life		Community concern	17	
Noise	Decibel levels are important to consider; what levels are acceptable (higher than 55 is unacceptable)		Ordinance content	11	
Noise	Noise can harm animals		Community concern	8	
Noise	Decibel levels and range		Resident question	7	
Noise	Light & Noise Pollution		Ordinance content	5	
Noise	What happens if they break an ordinance? Fines are not deterrants, serious consequences should be used		Resident question	5	
Noise	Affects on animals and habitat		Community concern	4	
Noise	General concern for noise levels of any kind.		Community concern	4	
Noise	All of the above		Other	4	
Noise	Noise near residental areas		Community concern	3	
Noise	Noise from construction is concerning		Community concern	2	
Noise	Constant noise		Community concern	2	
Noise	24/7 operation		Community concern	2	
Noise	Noise affecting property value		Community concern	2	
Noise	People close to a data center will never get used to the noise		Community concern	1	
Noise	We cannot be considered a good tourist spot if we have a data center		Community concern	1	
Noise	Regulating noise from generators is important to consider		Ordinance content	1	
Noise	waste radiation of heat, noise, ect		Community concern	0	
Noise	Noise coming from support equipement (generators, sub-stations, etc.)		Community concern	0	
Noise	Infrosound		Community concern	0	
Noise	Enivornmental Impacts - Bird Migration, etc.		Community concern		
Noise	Biological Impacts - Constant Decibal levels, mental health		Community concern		
Noise	Noise concern pre-development and after		Community concern		
Noise	Noise impacts children's cognition		Community concern		
Noise	Negative impacts on people, natural spaces, animals (will wildlife leave areas)		Community concern		
Noise	Sound carries		Community concern		
Noise	Concerned about sound and vibration from generators impacting humans, wildlife, cattle, livestock,		Community concern		
Noise	Monitoring decibal levels		Ordinance content		
Noise	Number and Size of structures		Ordinance content		
Noise	Who is responsible for monitoring and regulating?		Ordinance content		
Noise	Responsible management would look like making them go somewhere else		Ordinance content		
Noise	Responsible management would look like low decible levels (comparable to surroundings)		Ordinance content		
Noise	How will we offset the sound that is generated		Resident question		
noise	if in the county the noise doesn't impact the city so do they even care?		Resident question		
Ongoing Monitoring	NDA's eliminated. Want to see plan in detail. Full disclosure. Full public plans in detail. Monitoring requirements, assessments/evaluations.		Ordinance content	24	
Ongoing Monitoring	How to monitor companines -> Accountability for corportations and traceability		Ordinance content	11	
Ongoing Monitoring	Accountability for all actions, consequences, costs on the data center		Ordinance content	10	
Ongoing Monitoring	Financial penalties may have little impact because large companies have substantial resources.		Community concern	9	
Ongoing Monitoring	Ensure all steps of the process are public; no NDAs.		Other	8	
Ongoing Monitoring	Transparent (and accessable to the public) auditing--NEEDS TO BE PUBLIC.		Community concern	7	One dot at the top of my sheet said #4 & #6, indicating they voted for 2
Ongoing Monitoring	Data centers should use a closed-loop water system.		Ordinance content	7	
Ongoing Monitoring	Owner bears cost of any harm - concern for bubble and bankruptcy		Ordinance content	4	
Ongoing Monitoring	Maintaining 3rd party monitoring		Ordinance content	4	
Ongoing Monitoring	State and Federal regulations: studies of data centers before buildings, monitoring for accountability		Ordinance content	4	
Ongoing Monitoring	Publicly posted, transparent, reporting metrics, continuous tracking		Ordinance content	4	
Ongoing Monitoring	Questions about the lifespan of the facility and how technological improvements may affect its usefulness over time.		Resident question	4	
Ongoing Monitoring	Data center water and electricity usage could increase costs for other users; usage should be limited.		Community concern	3	
Ongoing Monitoring	Concerns about water quality after use by the facility.		Community concern	3	
Ongoing Monitoring	No tax incentives should be offered.		Other	3	
Ongoing Monitoring	Community + Environmental Concers		Community concern	2	
Ongoing Monitoring	Land cannot be reclaimed for agricultural use once developed.		Community concern	2	
Ongoing Monitoring	Fines mean nothing, shut down		Community concern	2	
Ongoing Monitoring	Ongoing noise monitoring is needed.		Ordinance content	2	
Ongoing Monitoring	Regulate and monitor contaminated water discharge.		Ordinance content	2	
Ongoing Monitoring	Transparent and accessible auditing		Ordinance content	2	
Ongoing Monitoring	Rotation of 3rd party monitoring		Ordinance content	2	
Ongoing Monitoring	Concerns about proximity to residential areas.		Community concern	1	
Ongoing Monitoring	Potential contamination of water sources.		Community concern	1	
Ongoing Monitoring	Third party testing - no self certification		Ordinance content	1	
Ongoing Monitoring	Establish limits on generator operating hours.		Ordinance content	1	
Ongoing Monitoring	(Create a) Demolition Fund		Ordinance content	1	
Ongoing Monitoring	Fines when not in compliance, making negative impacted parties back to right. Reducing use to standards		Ordinance content	1	
Ongoing Monitoring	City to have the capacity to shut down at any time or cancel contract	Round 1, 2	Ordinance content	1	

Ongoing Monitoring	Transparency by companies	Community concern	0	
Ongoing Monitoring	Oversight & monitoring paid by data center	Ordinance content	0	
Ongoing Monitoring	Questions about the value a data center provides after construction, given the limited number of permanent jobs.	Community concern		
Ongoing Monitoring	The City does not have enough staff to effectively enforce compliance.	Community concern		
Ongoing Monitoring	Do not use farmland; instead, locate data centers in existing industrial areas.	Community concern		
Ongoing Monitoring	Concerns about proximity to the Mississippi River.	Community concern		
Ongoing Monitoring	Follow both state/federal regulations	Community concern		
Ongoing Monitoring	not certain responsible management is possible	Community concern		
Ongoing Monitoring	If challenges arise, participants expect clear actions and responses from both the city and data center operators	Ordinance content		
Ongoing Monitoring	Establish rules and limits for water use, electricity consumption, thermal output, and noise.	Ordinance content		
Ongoing Monitoring	Require a decommissioning fund to cover site cleanup and closure costs.	Ordinance content		
Ongoing Monitoring	Shut down data center for a period of time if not following environment rules	Ordinance content		
Ongoing Monitoring	Fines mean nothing -> slap on the wrist	Ordinance content		
Ongoing Monitoring	No tax breaks for data centers. Thorough review of where data center funding is coming from.	Ordinance content		
Ongoing Monitoring	Want to know the data center day to day operations and end product	Ordinance content		
Ongoing Monitoring	Auditing of contract agreements	Ordinance content		
Ongoing Monitoring	No notice inspections	Ordinance content		
Ongoing Monitoring	Provide due diligence on financing	Ordinance content		
Ongoing Monitoring	City department monitoring	Ordinance content		
Ongoing Monitoring	Studies done paid by developers (3rd party)	Ordinance content		19 dots indicating they agreed with all points on board
Ongoing Monitoring	Rules and policies - penalites (how is non-compliance handled)	Ordinance content		19 dots indicating they agreed with all points on board
Ongoing Monitoring	sealed fines to prevent negative impact	Ordinance content		
Ongoing Monitoring	This topic assumes that a data center will be built.	Other		
Ongoing Monitoring	No NDA's for public servants	Other		
Ongoing Monitoring	Need laws to regulate data centers, strong ordinance	Other		
Ongoing Monitoring	Participants are unclear about what state requirements exist and expressed concern about conflicting state & local laws.	Resident question		
Ongoing Monitoring	Clarify which company would be responsible if ownership is sold or transferred in the future.	Resident question		
Ongoing Monitoring	What is the source of the water that would be used by the facility?	Resident question		
Other	Data centers should receive no subsidy, incentive, tax break, or tax abatement	Community concern	24	
Other	climate crisis issues open	Community concern	13	
Other	City should not allow data centers	Community concern	8	
Other	tax burden to remain on business; no financial breaks	Ordinance content	6	
Other	AI is a fad, driving data center for wasteful purpose, could be abandoned	Community concern	5	
Other	Accountability of claims made by business: a process/schedule to prove claims and repercussions for failure	Ordinance content	5	
Other	Economic concerns, not just cover the costs, must be significatn to deter bahevior/impact	Community concern	2	19 dots indicating they agreed with all points on board
Other	study- what have other communities experienced with data centers?	Resident question	2	
Other	health concerns to humans/wildlife	Community concern	1	
Other	Replacement/Rebuilding through future planning	Ordinance content	1	
Other	What are the benefits and product of a data center?	Resident question	1	
Other	Legal requirements to tear down - zoning requirements, cost of fighting legal requirements versus cost of deconstruction	Community concern	0	
Other	War *[last few threats of war referenced control of energy/power related resources]*	Community concern	0	
Other	developed and managed by the developer	Community concern	0	
Other	Learn from other ordinances in other cities	Resident question	0	
Other	is there other waste? solid waste? can the landfil handle it?	Resident question	0	
Other	Data security (US vs international)	Community benefit		
Other	Decreation in Property Value	Community concern		
Other	Transparency of information	Community concern		
Other	County Health dept has data suggesting data centers can cause negative impacts	Community concern		
Other	Data centers are a menance to society	Community concern		
Other	Fuel for data center and impact (land, water, air quality, noise)	Community concern		19 dots indicating they agreed with all points on board
Other	Transparency of information	Ordinance content		
Other	Data center should benefit area it is in	Ordinance content		
Other	Should not be built at all	Ordinance content		
Other	Responsible management would look like NOT being disruptive	Ordinance content		
Other	County/City connection and impact	Ordinance content		19 dots indicating they agreed with all points on board
Other	Public participation process for deciding whether data center is allowed (i.e. voting)	Other		
Other	You can't deny businesses from existing	Other		
Other	What is new is scary, to be scared is okay, we are frustrated with not knowing, do we want to be out in front and open to change, or wait for technology to catch up	Other		
Other	What other comparable (if any) already in Dubuque? Train noise.	Resident question		
Other	"Why do we even need them?"	Resident question		
Other	Is there plans in place at this point?	Resident question		19 dots indicating they agreed with all points on board
Power & Energy	Data Center Should Supply own Power	Ordinance content	21	
Power & Energy	Extra power usage, who is paying for it?	Resident question	12	
Power & Energy	Concern that power usage would raise cost and reduce available power for most vulnerable residents	Community concern	6	
Power & Energy	6 yellow dots were not by a specific question but placed at the to of Power and Energy. 3 of the dots said "ALL" indicating they were concerned with everything on the list.	Community concern	6	
Power & Energy	There should be zero help from the city to build it			
Power & Energy	**Table discussion:** Will they pay for all the set up of all the new power/gas? Are there dangers associated with new power and gas lines? What percentage of our current grid is being used? How long would the upgrades take?	Community concern	4	

Power & Energy	no sustainable solution in place for current power/energy problems What will happen to their power grid if they leave?	Community concern	3	
Power & Energy	**Table discussion:** What if they leave in 10 years and leave everything here? Will they leave their power grid for the community?	Community concern	3	
Power & Energy	Who pays for the upgrades and infrastructure? Will the data center provide their own power/gas?	Community concern	3	
Power & Energy	**Table discussion:** Will they be responsible for providing their own electrical grid? Will they provide their own gas since they will have to be climate controlled year round? How will this impact our grid, waste <water>, water, etc.? If they use their own power, what happens when they are no longer using it? How will this affect taxes?	Community concern	2	
Power & Energy	Taxpayers should not have their rates raised <for data center>	Community concern	2	
Power & Energy	If they have their own <power/gas>will the city have input on what type of energy they will use?	Community concern	1	
Power & Energy	If rates go up, a large fee should be associated	Community concern	1	
Power & Energy	If they build, it should be away from residential <areas> and protect wildlife	Ordinance content	0	
Power & Energy	Alliant will increase rates, become a bigger monopoly, we will pay more without any benefit	Community concern		
Power & Energy	Will eminent domain be used to for data center site or on the path to lay utilities?	Community concern		
Power & Energy	Energy costs	Community concern		
Power & Energy	Only use renewable energy	Ordinance content		
Power & Energy	Several ways to power data centers: wind, solar, batteries, natural gas, nuclear power, or a combination	Other		
Power & Energy	Are there other communities with ordinances that could serve as an example?	Resident question		
Power & Energy	I called ITC about the proposed data center and they were not contacted.	Community concern		
Power & Energy	There are noticeable humming noises all day at the substation now and it would need to be even bigger with a data center.	Community concern		
Power & Energy	Data centers (they) use backup generators which create noise fumes and bad air quality.	Community concern		
Power & Energy	I'm concerned about brownouts and blackouts.	Community concern		
Power & Energy	Long term impacts that consider the future with present day actions. Involve experts in each aspect.	Community concern		
Power & Energy	Chips continue to be more powerful needing more energy increase which means the energy needs increase.	Community concern		
Power & Energy	Demand seems to keep growing – more, more, more - build 1 and then another one and then another one.	Community concern		
Power & Energy	It will use too much power.	Community concern		
Power & Energy	Citizens will have to pay other infrastructure fees and higher rates and higher taxes	Community concern		
Power & Energy	I have serious doubts about water capacity, well-depth, usage, the cost to dig more wells and who will pay for this our taxes, fees?	Community concern		
Power & Energy	Need backup to energy and be accountable to all energy users especially long term.	Ordinance content		
Power & Energy	We need to address the cost of power and ensure it is not passed to residential consumers	Ordinance content		
Power & Energy	Keep modern while balancing ongoing upkeep and technology upgrades.	Ordinance content		
Power & Energy	No costs/user fees passed to residents, no infrastructure costs passed to residents, no tax incentives, biz should be able to cover all expenses on their own. how much power will be used? how will they generate said power? And can we make them generate their own?	Ordinance content		
Power & Energy	Specifically renewable energy such as SNR or solar or wind?	Resident question		
Safety & Emergency Planning	Heat Concerns and Unitility Rates	Community concern	10	
Safety & Emergency Planning	Public Ownership - City builds & owns	Community benefit	9	
Safety & Emergency Planning	Electromagntic issues/concerns	Community concern	7	
Safety & Emergency Planning	Public Resource Takeover	Community concern	7	
Safety & Emergency Planning	Cancer rates: people vs. money	Community concern	7	
Safety & Emergency Planning	Safety (fire/water)	Community concern	6	19 dots indicating they agreed with all points on board
Safety & Emergency Planning	Longevity - What happens when/if it becomes obsolete?	Resident question	6	
Safety & Emergency Planning	Invest back into our safety & emergency infrastructure since they increase their responsibilities	Ordinance content	4	
Safety & Emergency Planning	Location far enough from residential area but not too far that will increase 911 response time	Community concern	3	
Safety & Emergency Planning	Specific Training for Safety Staff (Fire & Rescue)	Ordinance content	3	
Safety & Emergency Planning	Transparent Management	Community concern	2	
Safety & Emergency Planning	Speed of Construction	Community concern	1	
Safety & Emergency Planning	Health Concerns	Community concern	1	
Safety & Emergency Planning	Location & vacinity to the population	Ordinance content	1	
Safety & Emergency Planning	What happens if there are negative impacts on peoples' health? Who is responsible?	Ordinance content	1	
Safety & Emergency Planning	managing health impact	Community concern	0	
Safety & Emergency Planning	animals, possible impact on cattle?	Community concern	0	
Safety & Emergency Planning	Capacity Issue	Community concern	0	
Safety & Emergency Planning	Concerns of Farm production	Community concern	0	
Safety & Emergency Planning	Regulatory costs/safety mechanism paid by data center	Ordinance content	0	
Safety & Emergency Planning	Visibility & Accountability	Ordinance content	0	
Safety & Emergency Planning	Health risks need special consideration	Community concern		
Safety & Emergency Planning	Cancer, EMF radiation, thermal flew	Community concern		
Size	Opposed to any size data center	Community concern	40	
Size	No to hypersize -> with anysize, concerns with pollution and environment	Community concern	31	
Size	Size is measurable by many things - footprint of environmental impact, amount of money invested, footprint of space (acres), output of energy	Community concern	2	
Size	The size of any facility in tri-state area will still impact the residents of Dubuque (property taxes)	Community concern	2	
Size	All sizes are concerning, not just hyper-scale	Community concern	2	
Size	Size impact to water usage and PFAS, environment, air quality	Community concern	2	
Size	Size could lower property values	Community concern	2	
Size	If you okay a "small" Data Center, is there a limit to how many?	Resident question	2	

Size	Not enough information on DC's in general to know what to be concerned about		Community concern	1
Size	No matter the size, small growers in city ilmits will be affected - green spaces in city limits are already sparse.		Community concern	1
Size	Bigger = worse, smaller does not equal better		Community concern	0
Size	Concered with existing limited land availability that will limit projects taht the community values (sport center, amenities)		Community concern	0
Size	Overall not comfortable with data centers of any size		Community concern	0
Size	Define what we mean by a data center and what scale		Ordinance content	0
Size	General concern that set up of session did not allow for all concerns		Community concern	
Size	Transparency in all aspects		Community concern	
Size	Concerned about being too big		Community concern	
Size	any size could devalue property		Community concern	
Size	Away from rivers and bluffs		Ordinance content	
Size	Protected/fragile ecosystems		Ordinance content	
Size	Acerage and impact scaleable		Other	
Size	Is the impact on all concerns (water, power, jobs, etc) scalable for size?		Resident question	
Size	Unsure of other options other than hyper-size, maybe comfortable with smaller (like computer operations for businesses, no AI)		Resident question	
Size	What "size" is defined as a data center?		Resident question	
Stormwater	Emissions in runoff water		Community concern	11
Stormwater	Polluted runoff - governance (fines)/monitorying frequency		Ordinance content	9
Stormwater	Pollution		Community concern	8
Stormwater	Flooding		Community concern	4
Stormwater	Mississippi River off limits, along with watersheds and aquifers (bee branch, catfish creek, etc.)		Other	4
Stormwater	Impact to River		Community concern	3
Stormwater	Third party monitoring of stormwater (temperature and pollutents)		Ordinance content	3
Stormwater	Who pays for system data center uses?		Community concern	2
Stormwater	Amount of impermeable surface on the development		Community concern	2
Stormwater	Airport - who is downstream - impact prevent		Community concern	2
Stormwater	Runoff/Discharge from cooling system. Needs to meet strict local environmental permits (temperature and chemical additions)		Ordinance content	2
Stormwater	Total containment - manage/proper management		Ordinance content	2
Stormwater	Imprevious surface runoff-creates high volume		Community concern	1
Stormwater	How will the building design affect weather patterns		Community concern	1
Stormwater	Rentention Ponds		Community concern	1
Stormwater	Require permeable surface		Ordinance content	1
Stormwater	Cooling mechanisms - what are they?		Resident question	1
Stormwater	Data center pollution getting into stormwater		Community concern	
Stormwater	Living Downhill		Community concern	
Stormwater	Erosion from building site		Community concern	
Stormwater	Design the correct capacity of stormwater catch basins		Community concern	
Stormwater	Site grading failure (removing soil/trees)		Community concern	
Stormwater	Impact far reaching properties		Community concern	
Stormwater	Stormwater runoff during construction (containment)		Community concern	
Stormwater	Stormwater impact to wetlands		Community concern	
Stormwater	Filtering system to address stormwater & runoff		Community concern	
Stormwater	Address how Wastewater and Stormwater come into contact		Community concern	
Stormwater	Clear System to measure volume of stormwater runoff		Community concern	
Stormwater	Runoff		Community concern	
Stormwater	Effect production of water in storms		Community concern	
Stormwater	Capacity of retention stormwater pools		Ordinance content	
Stormwater	Want data center to be equally assessed, or assessed more		Other	
Stormwater	Avoid using water for cooling		Other	
Stormwater	Where does stormwater currently go?		Resident question	
Stormwater	Could data center overwhelm system we already have?		Resident question	
Stormwater	Do we have capacity to handle stormwater now, before data center is added?		Resident question	
Traffic & Roads	Traffic congestion related to construction and after- ensuring efficient traffic flow for residents to get to and from places.		Community concern	3
Traffic & Roads	Road and safety improvements should be paid by the data centers.		Ordinance content	3
Traffic & Roads	Be aware of impacts to Farmers and other Buisnesses (crops, time of year, etc.)		Community concern	1
Traffic & Roads	Engineering study should be done for safety (lights, entrances, exits, etc.)		Ordinance content	1
Traffic & Roads	Snow plowing/removal- consideration of who pays		Ordinance content	1
Traffic & Roads	Current traffic congestion on main throughways and highways that needs to be resolved prior to the data center.		Community concern	0
Traffic & Roads	Advanced Communication/Notice to public regarding road closures.		Community concern	0
Traffic & Roads	Bus route/stop impacts		Community concern	0
Traffic & Roads	Freight trucks		Community concern	0
Traffic & Roads	Online notices/information- advance notice- social media		Community concern	0
Traffic & Roads	Digital signage		Community concern	0
Traffic & Roads	Provide alternate routes during construction due to road closures		Ordinance content	0
Traffic & Roads	Train track consideration		Ordinance content	0
Traffic & Roads	Hours of operation, shift changes		Ordinance content	0
Traffic & Roads	Traffic Study		Ordinance content	0
Traffic & Roads	How many people employed for traffic in and out of data center		Resident question	0
Traffic & Roads	Noise concern pre-development and after		Community concern	
Traffic & Roads	Destruction of habitat	Round 1, 2	Community concern	

Traffic & Roads	Large trucks harming roads		Community concern	
Traffic & Roads	What materials will be used for new roads?		Community concern	
Traffic & Roads	What traffic controls will be put in place?		Community concern	
Traffic & Roads	Destruciton of habitat		Community concern	
Traffic & Roads	Data center should pay for construction and maintenance of new roads		Ordinance content	
Traffic & Roads	Need a traffic study		Ordinance content	
Wastewater Management	Waterquality Issues (PFAs - forever chemicals) & heavy metals in water (linked to cancer rates) - preexisting water issues not being addressed		Community concern	21
Wastewater Management	PFAS + heavy mentals + unprecedented contaminants in aquifer/ground water -> health concerns -> High cancer rates		Community concern	11
Wastewater Management	Votes for "all" of the above related to wastewater management			5
Wastewater Management	Aquifer contamination monitoring + accountability -> Sink hole issues		Ordinance content	3
Wastewater Management	can existing utilities handle the volume?		Community concern	2
Wastewater Management	Local farmers that rely on rivers/stream work about pollution		Community concern	2
Wastewater Management	Water treatments after it's used - Water treatment improvements are required		Community concern	2
Wastewater Management	Maybe closed loop system has to be done well -> self contained system -> Solar/renewable energy -> Repurpose wastewater and use thernal energy		Ordinance content	2
Wastewater Management	Expand utilities infrastructure that also benefits residents -> company pays for ALL		Ordinance content	2
Wastewater Management	sustainable with current infastructure		Community concern	1
Wastewater Management	All waste should go back to the city		Ordinance content	1
Wastewater Management	What is the emergency plan if there is an issue with waste?		Community concern	0
Wastewater Management	Would they be a good neighbor with water use?		Community concern	0
Wastewater Management	monitoring- who will monitor other than the data center?		Community concern	0
Wastewater Management	capital investments by the city to improve infastructure		Community concern	0
Wastewater Management	Taxing/Overloading wastewater infrastructure		Community concern	0
Wastewater Management	Water litigation Issues		Community concern	0
Wastewater Management	Impact on Existing wastewater system		Community question	0
Wastewater Management	good neighbor rule- waste handled within 2 miles of county line		Ordinance content	0
Wastewater Management	what are other data center's waste looking like and what proccess is neccesary to reclaim the water		Resident question	0
Wastewater Management	is it a closed loop system?		Resident question	0
Wastewater Management	concern about how water is cleaned and stormwater management		Community concern	
Wastewater Management	Skepticism about promises made by data centers regarding waste water management.		Community concern	
	expressed distrust and concern about whether commitments would be honored.			
Wastewater Management			Community concern	
Wastewater Management	raised questions about water quality, volume, temperature, and whether it could be well water		Resident question	
Wastewater Management	Questions about whether water is being tested, what is being tested, and when testing occurs		Resident question	
Water	Votes for "all" of the above related to water - lines 29-40		Community concern	18
Water	Wells drying up		Community concern	12
Water	Zero usage is the only acceptable use		Ordinance content	12
Water	Contamination - aquifers not impacted		Ordinance content	8
Water	Excessive water use; draining water table; post drought		Community concern	7
Water	Ban data centers		Ordinance content	7
Water	Draining of aquifers		Community concern	4
Water	Closed loop system plus air cooled, outdated numbers on water use, more efficient, Some financial benefits		Resident question	4
Water	Cost, availability, purity all negatively impacted		Community concern	3
Water	Completely protect aquifer; community water pure and tested		Ordinance content	3
Water	Create jobs for monitoring water safety		Community benefit	2
Water	Drainage - protect wildlife, farm animals, streams		Community concern	2
Water	Polluted water; discharge contaminated - heavy metals, bacteria		Community concern	2
Water	Already lacking water; entering next "dust bowl"		Community concern	2
Water	How often they may need to replenish a closed circuit system		Community concern	2
Water	Water is precious, other ways to cool		Community concern	2
Water	Where is the water going to? *Mississippi* Where is the water coming from?		Community concern	2
Water	Point source discharge regulation		Ordinance content	2
Water	Require data center to replace wells that go dry		Ordinance content	2
Water	Costs - who will pay for water		Community concern	1
Water	Fresh water pollution		Community concern	1
Water	Medical costs - who pays when contaminated		Ordinance content	1
Water	Consequences for violations/contamination		Ordinance content	1
Water	Managing water so not a shortage		Ordinance content	1
Water	Commercial - not by homes, farms		Ordinance content	1
Water	Concern is proportion (high) of water usage in comparison to resident usage - limit it		Ordinance content	1
Water	No dischare of untreated waste		Ordinance content	1
Water	Public complaints about water issues should be available to review and posted		Ordinance content	1
Water	Treating wastewater is a waste of Labor		Community concern	0
Water	Loss of water pressure and groundwater bad		Community concern	0
Water	how much water is needed?		Community concern	0
Water	Ground water contamination and runoff issues		Community concern	0
Water	wetlands		Community concern	0
Water	Design constraints that restrict/contain the water - closed system. Who will enforce it?	Round 1, 2	Ordinance content	0

Water	Protections before construction begins	Ordinance content	0	
Water	Protect water quality	Ordinance content	0	
Water	Monitor usage rates, forecast what's needed for all	Ordinance content	0	
Water	Restrict where can get water	Ordinance content	0	
Water	How limit unforeseen damages (aka "externalities")	Ordinance content	0	
Water	If water issues arise, things must be fixed immediately, not lengthy process	Ordinance content	0	
Water	during construction-managing runoff	Ordinance content	0	
Water	Geothermal systems had water use concerns. More efficient over time	Resident question	0	
Water	Wastewater treatment plant - Can it handle?	Resident question	0	
Water	Concerns about loss (water or financial), effects on bills, and responsibility if things go wrong	Community concern		
Water	Reserviours water shortage	Community concern		19 dots indicating they agreed with all points on board

Round 3. Deep Dive, with residents invited to move to the topic table most interesting to them.

Prompts used to facilitate discussion:

1. Definining desired outcomes: When considering [TOPIC], what outcome would you like the City's policies or standards to help achieve?
2. Identifying important factors: What factors should the City consider when developing requirements related to [TOPIC]?
3. Establishing expectations: What should a data center demonstrate or provide to show responsible management of [TOPIC]?
4. Determining when standards apply: Are there circumstances where different expectations related to [TOPIC] may be appropriate? If so, what factors should influence those differences?
5. Information & transparency: What information should be available to help the community understand how [TOPIC] is being managed?
6. Measuring performance: How should the City evaluate whether expectations related to [TOPIC] are being met?
7. Responding to challenges: If expectations related to [TOPIC] are not being met, what should the City consider when determining an appropriate response?
8. Balancing community considerations: Are there other community priorities or considerations that should be balanced when creating standards related to [TOPIC]?

Table Topic	Notes - type input exactly as it was recorded here	Note Theme
Environment	worried about environmeantal and financial impacts for Dubuque	Community concern
Environment	consequenses down the line for future generations	Community concern
Environment	More public funding for Iowa DNR & Environmental issues	Community concern
Environment	Health and environmental protections are not for sale.	Community concern
Environment	Heat levels/nightime temp's would go up and effect animals/weather. Impacts we don't understand yet.	Community concern
Environment	Making the environment better, greater public educaiton on facts, data about data centers widely available information, community health: how far reaching are effects? Outright ban on data centers, gathering input on other data centers	Community concern
Environment	Farmland proximity (livestock, air quality, noise, heat, water), least impact and affect, impact of soil after data center shuts down, permanent desicration	Community concern
Environment	It will ruin farmland forever.	Community concern
Environment	Need to consider land requirements, pollution, water use and no poisoning the water. Our good water will run out.	Community concern
Environment	Clean water and air, emissions monitoring, noise pollution/light pollution, infrasound (abatement)	Community concern
Environment	Citizens that they serve and future generations	Community concern
Environment	Wildlife/Stewards of Earth (aquatic/terrestiral, livestock fertility), loss of greenspace, DNR	Community concern
Environment	Contamination/long term environmental damage (crops, small famrs, personal gardens)	Community concern
Environment	No is the resounding message from the table, hurts the environment	Community concern
Environment	It is to late, damage is done, IA cancer rates, nothing balances the issues	Community concern
Environment	Generators are pollutants - natural gas and diesel	Community concern
Environment	Air quality and pollutants, construction, smells	Community concern
Environment	Eco Waste - needs to be recylced as much as possible	Ordinance content
Environment	Take into account advice of environmental specialists regarding the environmental impact	Ordinance content
Environment	Everything, all environmental factors, contractor laws in place, ramifications for issues, punishments for violations, not having a data center, lack of corporate oversight/supersites, lack of cleanup responsibility, holistic approach, water usage (daily usage, drought concerns, drinking water), emergency services (infrastructure, fire response), what are they being used for? (banks, AI, etc.)	Ordinance content

Environment	Third party monitoring (independent, open and transparent), show effort to put people over profit, show that their backup systems can handle an emergency, if using water how can the maintain safety to source, "closed-use" system, what happens to wastewater	Ordinance content
Environment	Easy to access, TRANSPARENCY, third party, randome inspections, county/city inspections (think food inspections), pre-assessment done on land before, improvement to environment	Ordinance content
Environment	Strict standard, penalities/consequences/who will maintain, 3rd party monitoring	Ordinance content
Environment	Testing - how do we account for what we don't know (university level testing) mutilevel auditing	Ordinance content
Environment	do data center have to put money into wildlife, etc.	Ordinance content
Environment	Education (water quality, science based, who sets those standards)	Ordinance content
Environment	Pollution transparency, water study (enough, location, how it used, tracking, rules followed, quality, pressure)	Ordinance content
Environment	Permits to regulate decibles, set guidelines before construction	Ordinance content
Environment	What is the impact on agriculture	Resident question
Environment	None	
Jobs	Keep certain number of people or pay fines. Long term Administration jobs. Continual maintainence (permanent employees) monitoring internal workflow.	Community benefit
Jobs	Project labor agreements	Community benefit
Jobs	Invest in local trades centers to upskill local workforce.	Community benefit
Jobs	asking for all the money we can.	Community benefit
Jobs	Des Moines got millions of dollars for public schools. Will save residens alot of money and enrich our community.	Community benefit
Jobs	10 years for permanent jobs	Community benefit
Jobs	limited jobs after construction	Community concern
Jobs	There will not be a lot of permanent jobs	Community concern
Jobs	during and after the data center is built.	Community concern
Jobs	sufficient workers (this may not slow building down)	Community concern
Jobs	DBQ does not have the number workers, may need to contract t outside sources.	Community concern
Jobs	Be transpartent to city council. Who is being hired (from other cities) and overlooking locals (DBQ)?	Community concern
Jobs	Higher levy rates for infrastructure. Grid upgrades upfront.	Community concern
Jobs	IBM).	Community concern
Jobs	City must come to the table ready to recieve tax incentives. The company should pay for all upgrades, not the city.	Community concern
Jobs	If it goes to other cities, DBQ'ers will leave DBQ to go there for more money and jobs.	Community concern
Jobs	Upfront construction (local) should be as local as possible.	Community concern
Jobs	Concern with temp jobs in 3 yrs then gone.	Community concern
Jobs	(Require) IT jobs local – must live with 20 minute radius.	Ordinance content
Jobs	No remote workers.	Ordinance content
Jobs	Permanent residency tax implications – keep taxes here	Ordinance content
Jobs	Site maintenance people living locally (versus traveling out of state workers).	Ordinance content
Jobs	Livable wages for local people	Ordinance content
Jobs	Use local unions only (or only State of Iowa) – maybe not 100% but maybe 50% local. Prevents bus in people.	Ordinance content
Jobs	Employees/background checks for outside workforce	Ordinance content
Jobs	(Make data center) hire workers with local addresses.	Ordinance content
Jobs	Who is constructing this? It should be local construction workers. Should create jobs for community.	Resident question
Jobs	Interesting way to ask questions to focus on "benefits". What are the downsize of this?	Resident question

Jobs	Who are the people working at the data centers	Resident question
Jobs	jobs not filled by locals	
Jobs	who live in the Quad Cities].	
Light	"Missing darkness"	Community concern
Light	Concern for migratory birds, eagles specifically	Community concern
Light	Lights harming wildlife populations	Community concern
Light	More than just migration - Eagle population that calls area home, protected animal populations	Community concern
Light	Health concerns due to bright lights-having to get black out curtains. Children will be effected if too bright, sleeping patterns for growing children will be effected.	Community concern
Light	Want to see the stars and birds, so the location matters. Want to inspire younger generations to see the stars.	Community concern
Light	Fishflies will be attracted to data center lights-leaving animals/wildlife by river witout possible food. Environmental concerns are ongoing.	Community concern
Light	No impact on residential - 24/7 lighting	Ordinance content
Light	No impact on wildlife	Ordinance content
Light	Current regulations in place for institutuions in neighborhoods (like the football statiums) - get more regulations for Data Centers	Ordinance content
Light	no 24/7 lighting	Ordinance content
Light	Being mindful of seasonality of wildlife - migration, nesting, breeding times	Ordinance content
Light	Follow dark sky community guidelines	Ordinance content
Light	Size of facility may impact regulations - how much light is on the building vs. the surrounding areas (access roads, etc)	Ordinance content
Light	Adding scale to building after original impact = needs to update regulations	Ordinance content
Light	Transparency on what lighting issues were identified and how they are meeting the expectations	Ordinance content
Light	Light needs to be low enough not to effect sleeping patterns	Ordinance content
Light	Enfocement of light pollution- warm ligthing requirements and time restrictions. Shutting off overhead lights at night. Legal requirements need to be in place	Ordinance content
Light	Light restrictions would need to be enforced even during construction.	Ordinance content
Light	Light levels of area need to be reported when construction starts and continue indefinitly. Required to report what effects happend with wildlife. Third party local reporting only.	Ordinance content
Light	When it starts to get dark earlier in the year, thea doesnt mean lights should go on any earlier. Light timing should be based on setsut/sunrise.	Ordinance content
Light	Legal implementations to address light pollution- Light angles, light levels, light color, time restriction	Ordinance content
Light	Foot candle - light impact so far from facility	Other
Light	Current location light levels (industrial vs.residential)	Other
Location	Not in USA	Community concern
Location	Proximity to residential areas	Community concern
Location	"There is no (suitable) place in Dubuque County for a data center" (Agreement from multiple)	Community concern
Location	Location should be flat, DBQ is not	Community concern
Location	"No one should be forced out of their residence" (Physical location & surrounding area effects)	Community concern
Location	Multiple feel that they could not trust information the data center would provide.	Community concern
Location	Want personal accountability rather than dealing with faceless organizations (Need to know who is responsible, no NDAs)	Community concern
Location	None at all	Community concern
Location	Economic factors should be the lowest factor	Community concern

Location	Affects on property value (neighboring properties)	Community concern
Location	Health & environment is not for sale	Community concern
Location	Impossible (For data centers to show responsible management)	Community concern
Location	No? (Are there circumstances where different expectiations related to Location are appropriate)	Community concern
Location	No annexation of additional land.	Community concern
Location	The facility should not be located within five miles of the airport.	Community concern
Location	Economic factors should be the lowest priority when evaluating the project.	Community concern
Location	Taking into account what's around here, neighbors	Community concern
Location	Vibrations and noise (impacts on humans and wildlife) - impacts on Airport useage and aviation students, both sound and smoke	Community concern
Location	Don't rezone - use land already zoned	Ordinance content
Location	Nowhere near residential homes -> not within 5 miles	Ordinance content
Location	Not near farmland	Ordinance content
Location	Not near airport	Ordinance content
Location	To be placed in shovel ready industrial sites	Ordinance content
Location	Nowhere near occupied buildings - Schools - Agriculture - Residential	Ordinance content
Location	Noise Boundaries to Structures	Ordinance content
Location	No annexation of agricultural land	Ordinance content
Location	Not within 5 miles of airport	Ordinance content
Location	100% need 3rd party inspections and audits (related to enironmental effects)	Ordinance content
Location	Do no harm / no effect (on community)	Ordinance content
Location	Online dashboard / report publicly available (regarding environmental monitoring)	Ordinance content
Location	Dashboard -> Website for monitoring -> lists conditions of breaking code	Ordinance content
Location	Prove it is far enough away that there is no effect	Ordinance content
Location	The data center should not be located near occupied buildings, animals, or people.	Ordinance content
Location	Low-level noise should not travel beyond the property line.	Ordinance content
Location	Establish baseline environmental monitoring and require zero increase above baseline levels.	Ordinance content
Location	Must fit within industrial areas only - if it doesn't fit there, no rezoning	Ordinance content
Location	Vibrations and noise (impacts on humans and wildlife) - keep away from residnetial and farmland	Ordinance content
Location	Vibrations and noise (impacts on humans and wildlife) - put in industrial parks or vacant existing buildings for smaller scale	Ordinance content
Location	Data centers should not come here at all	Ordinance content
Location	Require Data Centers to be built on existing brownfields	Ordinance content
Location	Discussion of where it could fit within city limits - "old pack" location too close to protected Bee Branch?	Other
Location	7 - 10 mile distance	
Noise	Concerns about noise levels below human hearing that may impact human health and animals. X3	Community concern
Noise	Low-frequency noise monitoring is needed.	Community concern
Noise	infrasound cannot be heard but can be felt; can cause vertigo, nauseousness, disorientation, brain fog, etc.; impacts on wildlife, plants, etc	Community concern
Noise	Noise from data centers will impact property values	Community concern
Noise	Will impact liveability and peacefullness	Community concern

Noise	Comprehensive noise study in the city; noise from other things travel far (races at fair grounds, concerts at casino, trains). Where can people go to get away from noise	Community concern
Noise	Quality of life should be considered when developing requirements	Community concern
Noise	Psychological impacts should be considered when developing requirements	Community concern
Noise	Concerns around impacts on property levels	Community concern
Noise	Noise is constant, you cannot escape	Community concern
Noise	Noise comes from so many different things and is loud	Community concern
Noise	Noise increases with temperatures (hot weather = higher noise levels)	Community concern
Noise	barriers do not stop noise	Community concern
Noise	Impacts on wildlife	Community concern
Noise	Responsible management would include studies on impacts on neighboring properties, airport, nature areas	Community concern
Noise	We dont have enough information	Community concern
Noise	noise impacts on employees	Community concern
Noise	Study affects on people and animals.	Community concern
Noise	Mental health affects.	Community concern
Noise	Affects on fly way (bird migration)	Community concern
Noise	Vibrations and noise (impacts on humans and wildlife) - noise should be limited to zero decibels	Community concern
Noise	Vibrations and noise (impacts on humans and wildlife) - will scare wild life and cows, impact milk production	Community concern
Noise	Vibrations and noise (impacts on humans and wildlife) - unknown impact on mother nature and the actual earth	Community concern
Noise	Migratory bird impacts were again discussed.	Ordinance content
Noise	How many decibels? 0 is optimal	Ordinance content
Noise	Data centers should use their own power and should not take from our grid	Ordinance content
Noise	Infrasound should be considered when developing requirements	Ordinance content
Noise	Sound should be kept at an acceptable level or less than what is already in City noise ordinance	Ordinance content
Noise	Follow WHO noise level recommendations (55 decibels)	Ordinance content
Noise	Noise levels should be regulated	Ordinance content
Noise	Distance should be regulated	Ordinance content
Noise	Who is regulating noise levels, should be an independent 3rd party	Ordinance content
Noise	Should be frequently regulated	Ordinance content
Noise	always have access	Ordinance content
Noise	Responsible management would include data centers paying for reparations of negative health impacts	Ordinance content
Noise	What type of noise (decibels, electromagnetic, infrosound)	Ordinance content
Noise	Provide studies of noise levels	Ordinance content
Noise	Non-disclosure agreements shouldn't be allowed.	Ordinance content
Noise	Proximity to residents	Ordinance content
Noise	Transprancey of how data centers will manage and control noise levels.	Ordinance content
Noise	How do data centers plan to operate.	Ordinance content
Noise	Residents that are closer to a proposed data center site should have a greater level of input then residents not located near the data center.	Ordinance content
Noise	Define "noise" and how it will be measured.	Ordinance content
Noise	Vibrations and noise (impacts on humans and wildlife) - equipment should be run during the day	Ordinance content
Noise	Vibrations and noise (impacts on humans and wildlife) - keep away from homes & farmland. Avoid contamination of water and food source,	Ordinance content
Noise	Weekly noise reports	Ordinance content
Noise	Related to comparables, resdient brought up Creed Bros. ice company example of noise and how that was shut down	Other

Noise	Sounds - high vs low how it affects sound	Resident question
Noise	How will data centers impact radar at the airport?	Resident question
Noise	How far does noise carry?	Resident question
Noise	How would different circumstances also change things that would be required (emergency vehicles, new roads, utilities, etc.)	Resident question
Noise	want to live there	Resident question
Noise	What are current noise levels of other industries compared to data centers?	Resident question
Noise	What levels of noise are we currently living with in the community.	Resident question
Noise	Baseline level of noise in our community compared to other communities that currently have data centers.	Resident question
Noise	Time limits (how long should noise from data centers be acceptable)	
Noise	Extremely low decibel levels should be considered when developing requirements	
Noise	Noise impacts property value	
Noise	Data centers should have machines to measure infrasound, which should be visible to the public	
Noise	Data centers should sign legally binding agreements around sound enforcements with consequences that the City must enforce (more than just fines)	
Noise	Data centers should limit their size which can limit noise	
Noise	Data centers should have regulations for noise from generators	
Noise	factors that could influence differences would be if noise is not constant	
Ongoing Monitoring	Money is no object to large data centers, and financial penalties may have little impact on them.	Community concern
Ongoing Monitoring	No shadow companies.	Community concern
Ongoing Monitoring	Who will enforce ordinances and oversee the drilling of additional wells?	Community concern
Ongoing Monitoring	Dubuque is not prepared to legally fight these battles against a large company.	Community concern
Ongoing Monitoring	The DNR already struggles to enforce its ordinances and laws.	Community concern
Ongoing Monitoring	Concerns about runoff from a large data center and its effects on soil and water quality.	Community concern
Ongoing Monitoring	No increase in electrical or water rates for consumers.	Community concern
Ongoing Monitoring	Dubuque is a beautiful tourist destination, and a data center could negatively impact that image.	Community concern
Ongoing Monitoring	What happens if a data center becomes obsolete in 10–20 years?	Community concern
Ongoing Monitoring	Concern that the City is intentionally misleading residents; some believe a data center is already a foregone conclusion and that	Community concern
Ongoing Monitoring	Concern about the wording of the survey question: "What potential benefit do you most want?" Some respondents indicated	Community concern
Ongoing Monitoring	More public funding for City staff monitoring and enforcement	Community concern
Ongoing Monitoring	Government agencies may not have adequate funding to effectively monitor compliance.	Community concern
Ongoing Monitoring	What would the cost be to the city to monitor and enforce these requirements?	Community concern
Ongoing Monitoring	Ordinances and monitoring data should be available on the same public website.	Community concern
Ongoing Monitoring	Voilations - how do we regulate and inspect. If there is a violation, the data company cannot just pay a fine or a fee.	Community concern
Ongoing Monitoring	Concern for temporary impact during building DC as well, not just once the building is finalized.	Community concern
Ongoing Monitoring	Long term maintenece and accountability concerns	Community concern
Ongoing Monitoring	Do not trust company itself to self report.	Community concern
Ongoing Monitoring	"No data centers in Dubuque" was stated and got a few nods	Community concern
Ongoing Monitoring	Need to enfoce accountability-concerns they will just pay fines and not follow rules. Don't want to see land destroyed. Don't want this ruined for grandkids & next gen	Community concern
Ongoing Monitoring	Who pays for removal and restore original land?	Community concern
Ongoing Monitoring	What if they pull out after 10 yrs. Have tear down provision.	Community concern
Ongoing Monitoring	What happens long term? We are stuck with them.	Community concern
Ongoing Monitoring	They can tie things up in court, pay fines and do whatever they want. We have no power.	Community concern

Ongoing Monitoring	Requirements should be reviewed every month as new developments on the topic arise	Community concern
Ongoing Monitoring	Enforcement of penalties. X2	Ordinance content
Ongoing Monitoring	Penalties should be assessed daily until an issue is resolved, or operations should be shut down until the issue is fixed. Permits or	Ordinance content
Ongoing Monitoring	Allow nuisance lawsuits.	Ordinance content
Ongoing Monitoring	No NDAs.	Ordinance content
Ongoing Monitoring	City and county ordinances should support and reinforce one another.	Ordinance content
Ongoing Monitoring	Fines should be based on a percentage of the company's value or revenue due to concerns about hidden assets and resources.	Ordinance content
Ongoing Monitoring	Water, noise, heat, and other impacts should not extend beyond the property boundary.	Ordinance content
Ongoing Monitoring	Establish baseline monitoring before construction and continuous monitoring afterward, all conducted by an independent third	Ordinance content
Ongoing Monitoring	Some participants want ordinances to be strict enough that data centers choose to locate elsewhere.	Ordinance content
Ongoing Monitoring	Ordinances should address specific cooling system requirements, although this may be challenging because technology	Ordinance content
Ongoing Monitoring	Ordinances should be written so they are legally enforceable by city attorneys.	Ordinance content
Ongoing Monitoring	Shut down if not meeting expectations	Ordinance content
Ongoing Monitoring	Baseline monitoring	Ordinance content
Ongoing Monitoring	Penalty Enforcement -> Shut down (NOT FINES)	Ordinance content
Ongoing Monitoring	Key bullet points in understandable language (For ordinance)	Ordinance content
Ongoing Monitoring	Real time monitoring / dashboard	Ordinance content
Ongoing Monitoring	(Create a formal) Citizen complaint process -> hold data centers accountable	Ordinance content
Ongoing Monitoring	Shut them down (if expectations are not met)	Ordinance content
Ongoing Monitoring	(Create a formal) Citizen complaint process	Ordinance content
Ongoing Monitoring	Mandated acknowledgement by staff / council (of a formal complaint)	Ordinance content
Ongoing Monitoring	Constant monitoring -> Automatic triggers for enformement	Ordinance content
Ongoing Monitoring	Sensors by 3rd party as cost of data center	Ordinance content
Ongoing Monitoring	The project should be 100% open to third-party monitoring and audits.	Ordinance content
Ongoing Monitoring	Create a public website for continuous monitoring and reporting.	Ordinance content
Ongoing Monitoring	Penalties for violations should include the ability to shut down the data center.	Ordinance content
Ongoing Monitoring	Continuous monitoring should trigger penalties and potential shutdowns when violations occur.	Ordinance content
Ongoing Monitoring	Install sensors around the facility perimeter and require independent third-party monitoring at the data center's expense.	Ordinance content
Ongoing Monitoring	Community wants transparency and accessibility	Ordinance content
Ongoing Monitoring	full transparency and reporting	Ordinance content
Ongoing Monitoring	public infrastructure - Cost and Accountability	Ordinance content
Ongoing Monitoring	policing and protection	Ordinance content
Ongoing Monitoring	Actually follow through with enforcement. Use third party arbitrators rather than the court. Must be third party inspections. Justify where the location will be (avoid low light areas)	Ordinance content
Ongoing Monitoring	City should be able to serve a cease & desist and the company cannot fight it.	Ordinance content
Ongoing Monitoring	Have independent project manager for accountability through out project to require repairs- upgrades and authority to shut down project until they comply.	Ordinance content
Ongoing Monitoring	Transparency double line audits	Ordinance content
Ongoing Monitoring	At least yearly/quarterly/monthly	Ordinance content
Ongoing Monitoring	Contract that incentivizes good faith agreement	Ordinance content
Ongoing Monitoring	Bad actions have immediate, high stakes consequences that discourage bad faith -	Ordinance content
Ongoing Monitoring	so that if a company is putting profits over people the consequences would be so extreme they won't look here.	Ordinance content
Ongoing Monitoring	Immediate shut down upon violation or breach of contract	Ordinance content
Ongoing Monitoring	Community needs ability to shut down if it no longer serves the community	Ordinance content

Ongoing Monitoring	Shut down within 24 hours if there's a violation	Ordinance content
Ongoing Monitoring	No grace period	Ordinance content
Ongoing Monitoring	Agreement must have teeth long term to withstand political shifts	Ordinance content
Ongoing Monitoring	Future changes must be approved by the people i.e. with a referendum	Ordinance content
Ongoing Monitoring	60% threshold for any new agreement or change to original agreement	Ordinance content
Ongoing Monitoring	No NDAs or anything that suberts transparency	Ordinance content
Ongoing Monitoring	No conflict of interest (i.e. financial) for any board members/policy makers	Ordinance content
Ongoing Monitoring	Collateral/up front payment required in case a cost is incurred on the community (slush fund) - NOT insurance	Ordinance content
Ongoing Monitoring	RE clean up cost: Language needs to place responsibility *only* on the company building the data center	Ordinance content
Ongoing Monitoring	Private equity, venture capital, insurance policy are NOT allowed because they can then pass on responsibility for damage (and this would delay/prevent payment)	Ordinance content
Ongoing Monitoring	Members of public must be able to be claimants/litigants if their rights are violated	Ordinance content
Ongoing Monitoring	Consistent auditing by 3rd party - frequency discussed (monthly, yearly?)	Ordinance content
Ongoing Monitoring	Auditing done at data center's expense	Ordinance content
Ongoing Monitoring	The city/people select *who* does the audits	Ordinance content
Ongoing Monitoring	Monthly audits: emf's, water, heat, nitrates, low-frequency noise	Ordinance content
Ongoing Monitoring	Third party management needs to be involved in management no matter what the size	Ordinance content
Ongoing Monitoring	fines, shutting it down entirely, third-party inspections and response	Ordinance content
Ongoing Monitoring	Hold the data center to the ordinance	Ordinance content
Ongoing Monitoring	If violate ordinance requirements - penalties - big ones!	Ordinance content
Ongoing Monitoring	Have shutdown initiatives in place if violate standards. Data centers will pay fines, it is the cost of doing business, shutting down production is more impactful	Ordinance content
Ongoing Monitoring	Fines are cheap, so stop the work	Ordinance content
Ongoing Monitoring	A $50k fine to an LLC is different than a $50k fine to Google, Meta, Bitcoin, etc.	Ordinance content
Ongoing Monitoring	Audits need to be independent, done by a third party, not internal	Ordinance content
Ongoing Monitoring	Who will enforce the rules?	Ordinance content
Ongoing Monitoring	Full transparency, independent data source outside of owners, independent testing paid by owners, website updated in real time	Ordinance content
Ongoing Monitoring	If issues, then shut them down, scales the consequences, not flate fines, registered capital bond	Ordinance content
Ongoing Monitoring	Quarterly reports	Ordinance content
Ongoing Monitoring	Policing, regulation, and inspecting	Ordinance content
Ongoing Monitoring	Several people at the table are part of the Data Center Accountability Group.	Other
Ongoing Monitoring	Talk to communities with existing data centers about legal issues that did not work out in their favor.	Other
Ongoing Monitoring	Protections and financial compensation should be available for losses of cattle caused by noise or water-related impacts.	Other
Ongoing Monitoring	Baseline monitoring should occur across different seasons.	Other
Ongoing Monitoring	Key points of all ordinances should be available in clear, easy-to-understand language.	Other
Ongoing Monitoring	What is the true cost of the tax incentives offered to attract a data center?	Resident question
Ongoing Monitoring	Monitoring results should be transparent and available to residents.	Resident question
Ongoing Monitoring	Establish a citizen complaint process, including clear timelines for addressing concerns.	Resident question
Ongoing Monitoring	What if they leave? Who is accountable for lighting regulations then?	Resident question
Other	Property taxes that data pay go back into community	Community benefit
Other	Public Infrastructure	Community benefit
Other	Source of revenue: outside of property taxes, how could profit be captured and repurposed?	Community benefit
Other	Make sure we ask for and get as much money as we can from these companies.	Community benefit

Other	Political influnce (voting matters)	Community benefit
Other	tax breaks (no incentives to owners of data centers), citizen impact zero	Community benefit
Other	Are data centers more important than other priorities	Community concern
Other	Do we want that type of industry in the Midwest/farming/dairy community	Community concern
Other	Linn County's experience with illegal wells showed that consequences were minimal; stronger enforcement is needed.	Community concern
Other	Bad Investment/highly speculative	Community concern
Other	A Data Center will depriciate quickly	Community concern
Other	Concerned about the lifecycle of the data center	Community concern
Other	Magnitude of costs and resources long term	Community concern
Other	Worry for home values - Data centers negatively affecting home prices/people wanting to come to the area	Community concern
Other	Concerns with corporations just paying off fines instead of actually fixing problems.	Community concern
Other	Not allow easements that impact others not on property.	Community concern
Other	How much traffic (train, river - resource supply chain) will increase to support a DC	Community concern
Other	Residents Should know in detail for a project by project basis	Community concern
Other	City needs to be transparent - residents should not be expected to ask or know about each thing	Community concern
Other	Concerns about NDA's	Community concern
Other	Doesn't want city to cave in the specialness of DBQ for money. Don't give away Dubuque for money. What makes DBQ special is the community.	Community concern
Other	Participants want to see city working for constituents, not the business	Community concern
Other	Lot of agreement regarding opposition	Community concern
Other	Small role (?) for State of Iowa	Community concern
Other	Don't trust data center companies to generate their own data for impact of creation	Community concern
Other	Manipulated, twisted data to understate impacts - this information is provided by data center	Community concern
Other	Buying out neighbors - cheap	Community concern
Other	Recommendation that decision makers should visit data centers of multiple types and do site visits where they are being proposed to be built	Community concern
Other	City/county should work together because we are all one community	Community concern
Other	Distrust in companies & data/info shared for them - lack of transparency	Community concern
Other	Need info to be shared not by a developer	Community concern
Other	Noone has said that DBQ needs a Data Center.i don't want one, but it will be built.	Community concern
Other	AI promises big, and deliver little. Will have to hire people back (once fired for AI) because AI is not intelligent.	Community concern
Other	Avoid buyers remorse, ask questions, take assessments, check references	Community concern
Other	Look at other locations and cities. All held to the same standards.	Community concern
Other	Tax concerns? How much will the city give towards this project?	Community concern
Other	Are there tax incentived involved? The City should be requesting tax incentives. Don't want the community to have to pay for it.	Community concern
Other	Hardware lasts 7–10 yrs	Community concern
Other	NDAs: concern that local officials are getting a cut.	Community concern
Other	Resident has concerns about a data center coming to town and then it not being used in the near future when the technology becomes obsolete. He questions, "How many data centers do we need in the area?" Resident met with some community members in Cedar Rapids and they were not happy with the electric and water consumption <from their data center project>. Resident concerned with traffice while they are building. Cedar Rapids residents weren't postive about their data center.	Community concern

Other	Resident questions the amount of garbage/refuse the data center will product both during build and in the longterm. Where will the waste go? Is our current landfill full? Will the garbage go to the landfill? What is the future of this city? Do we just build it because everyone else is? I don't know, just some things I <resident> think about. And will it drive people out or bring people in?	Community concern
Other	The data center shouldn't get any benefits from the city	Community concern
Other	Is this just a phase that will not be needed in a few years when the technology is obsolete? Do we really need all this? Do we store our things or other people's things?	Community concern
Other	City should consider being aligned with the other local cities and counties surrounding us because if city has a strong ordinance, they could just go one town or county over and we will still have the same problems. Just because Dubuque has an air tight ordinance, a neighboring city or county might not	Community concern
Other	No trust in data centers.	Community concern
Other	What will farmers do? Sell and not care about others? The money they offer is too much!	Community concern
Other	What is the value of humans? And the people who live in the area?	Community concern
Other	Where is there money coming from?	Community concern
Other	They are not responsibly developed or managed. They will leave before we know what hit us.	Community concern
Other	LLC considerations - doesn't protect citizens	Community concern
Other	Economica liability/default of data center - lasting impact to citizens	Community concern
Other	People constructing data centers don't have all the info, learn from other center and make improvements on how we inpact the environment	Community concern
Other	The city and county should collaborate if there is a data center inevitably in our plans	Community concern
Other	Will we adopt strict/harsh rules to ensure safe building practices like Florida	Community concern
Other	City Council or Board of Supervisors should not be making final decision, should be put up to a vote	Community concern
Other	See numbers and what is the true financial impact	Community concern
Other	Adopt a "Do No Harm" standard.	Ordinance content
Other	Post construction rules and regulations	Ordinance content
Other	Mitigation plan	Ordinance content
Other	Want to see proff of how datacenter could actually benefit local community. What the centers would be used for & set up a live website of monitoring, that includes weekly/monthly/yearly data.	Ordinance content
Other	Technology and advancement- what happens when technology changes and data center pulls out of community?	Ordinance content
Other	Require data center to remediate building and land site to be reused.	Ordinance content
Other	Why a public utility vs private?	Ordinance content
Other	Repurposing- utilization of building/property that is not farmland	Ordinance content
Other	How to require data centers to contribute or add value to the community (duration, funding infrastructure)	Ordinance content
Other	Transpareancy and Open Dialog from potential businesses	Ordinance content
Other	No NDAs associated with the Data Center	Ordinance content
Other	No data centers in an ordinance	Ordinance content
Other	Not raising utility costs, low-income folks, lost land, lost economy, multi-use	Ordinance content
Other	No NDAs (non-disclosure agreements)	Ordinance content
Other	ABSOLUTELY no tax incentives. They will take the money and leave.	Ordinance content
Other	How much influence/control can an ordinance really have?	Ordinance content
Other	Local ownership = accountability	Ordinance content
Other	Data Center is responsbile for impact to residents and liablity	Ordinance content
Other	Consider infrastructure required to operate data centers, who pays for it, require the data cente to pay, not residents	Ordinance content

Other	Require Data Centers to demolish after they become obsolets	Ordinance content
Other	City Hire Staff, data centers should pay for positions	Ordinance content
Other	Have a DNR type of expert to police data centers, but be unpaid to avoid sway, bias, and infulence	Ordinance content
Other	Data center pays for equipment	Ordinance content
Other	Zero taxpayer cost, companies have millions	Ordinance content
Other	Educate public on what doing and how	Other
Other	Explicitly state how it won't impact us -> City responsibility	Other
Other	Transparency regarding data collection - how does it compare to size re: compared to personal cell phone	Other
Other	"Can't see the forest through the trees"	Other
Other	Residents need to know NDA status, if an NDA is signed in relation to data centers "No NDA's allowed"	Other
Other	One of the participant works using AI everyday and still doesn't want a data center here	Other
Other	One participant has lived in many places and is proud of Dubuque- There is no place like DBQ, datacenter is not the answer	Other
Other	We want the city to focus on other priorities not related to Data centers, something we can be proud of. (ex. Sports center, no money to do it, Medical college, DBQ Master plan is upcoming.)	Other
Other	AI sucks, but it is our future. It will be here.	Other
Other	Do we see examples in other communities with a positive impact on their city/ lifestyle?	Resident question
Other	What is the benefit of having a data center in our community?	Resident question
Other	Longevity of the data center, what happens next?	Resident question
Other	Would regulations be the same for construction of facility as permanent facility itself	Resident question
Other	What happens when datacenter becomes outdated?	Resident question
Other	Don't know enough to even have expectations	Resident question
Other	What is the sustainablility of a data center? Will it be obsolete in 10 years?	Resident question
Other	What authority does the city have in the county? The City wants it, not the county, the city wants the money.	Resident question
Other	If we’re not experts, not lawyers and not utility owners, how do we even do this?	Resident question
Other	Succes rate of data center, technology obselte in 5 yrs?	Resident question
Other	Why does DBQ need a data Center?	Resident question
Other	Who actually wants this?	Resident question
Other	If this is an overwhelmingly negative response from the public, what will happen	Resident question
Other	Citizens vote on the matter, can this be on the september ballot?	Resident question
Other	Data centers should demonstrate community involvement	
Other	Data centers should demonstrate transparency	
Other	Data centers should study comparable facilities and their noise levels	
Other	There are no circumstances where different expectations should be different	
Power & Energy	Electric use	Community concern
Power & Energy	Would not want data center powered with deisel because of pollution	Community concern
Power & Energy	Prefer not to have a data center at all	Community concern
Power & Energy	Require renewable energy, but the amount of roof space for solar is not enough to power the data center	Community concern
Power & Energy	Data center should not cost residents any money. No increase to rates, fees, etc.	Community concern
Power & Energy	Need to determine size of data center before discussing power and energy usage	Community concern
Power & Energy	energy costs and impacts to citizens, net positive, closed loop	Community concern
Power & Energy	Language: required to get permission from the city before they can submit a request for a lower rate in power usage. Full City Vote	Ordinance content
Power & Energy	Commit Power usage from renewable sources. No carbon Credit. Create their own solar/wwind farms	Ordinance content

Power & Energy	Cannot use Carbon offsets or green wash their way out of environmental accountability	Ordinance content
Power & Energy	If a data center builds - residents power rates decrease and data center subsidizes the slack	Ordinance content
Power & Energy	must show significant ability to reduce/limit power/water usage and energy efficiency	Ordinance content
Power & Energy	Limit on power they can use from the community (2%)	Ordinance content
Power & Energy	Need alternate power supply - solar or wind	Ordinance content
Power & Energy	Data center should not pay a reduced rate for power, no incentives from power company	Ordinance content
Power & Energy	Do not want people to face rising costs. One way to protect residents/power customers is to make sure data centers pay their equal share.	Ordinance content
Power & Energy	I wouldn't stop at equal share, I would want them to pay more than their equal share and then lower rates for residential customers	Ordinance content
Power & Energy	Solar and wind would be on site options	Ordinance content
Power & Energy	Require data centers generate own energy, and that power must be environmentally friendly	Ordinance content
Power & Energy	Rate freeze for residents for decades!	Ordinance content
Power & Energy	They can't use generators for power – at any time – no matter what.	Ordinance content
Power & Energy	Must use renewables with battery back up.	Ordinance content
Power & Energy	Full scale thermal solar plant like Arizona/Cedar Rapids	Other
Power & Energy	Is nuclear energy an option? Have they changed? Safer now?	Resident question
Safety & Emergency Planning	Money to support medical impact to the individual	Community benefit
Safety & Emergency Planning	Concerns regarding firefighter safety, the potential size of fires, and chemical releases.	Community concern
Safety & Emergency Planning	Concerns about battery disposal and the impact on landfill capacity in Dubuque.	Community concern
Safety & Emergency Planning	Consider impacts on emergency services, including fire response, facility size, and pollution risks.	Community concern
Safety & Emergency Planning	Health concners	Community concern
Safety & Emergency Planning	Fire/ambulance/police (safety concerns)	Community concern
Safety & Emergency Planning	Safety & Emergency staff should increase to ensure enough coverage of the rest of the city of there is an emergency at the location	Community concern
Safety & Emergency Planning	Cooperate with nearby counties for training, resource management, & planning	Community concern
Safety & Emergency Planning	Health and mental concerns as related to sound (infrasound, 18 hertz) damaging for any size, but larger DC's have a larger footprint of damage "Size matters"	Community concern
Safety & Emergency Planning	Hyperscale = over 1000 square feet	Community concern
Safety & Emergency Planning	Resident has high concens with cancer rates and stated Iowa is very high in cancer rates that should be addressed without adding additional possibilities. He questioned if the data center would increase cancer rates.	Community concern
Safety & Emergency Planning	certain neighborhoods impacted by cancer and nitrates	Community concern
Safety & Emergency Planning	certain neighborhoods impacted by cancer	Community concern
Safety & Emergency Planning	correlation between data center and cancer	Community concern
Safety & Emergency Planning	Airtight Contract with extreme high fee (No sidelining the ordinance by paying a fee)	Ordinance content
Safety & Emergency Planning	Clearly explain how the project will not negatively affect citizen health and well-being.	Resident question
Safety & Emergency Planning	How do we make sure people's health stays top of mind	Resident question
Size	Size	Community concern
Size	Size should be zero without knowing what the function is - council needs to know the only function of a data center is surveillance	Community concern
Size	Temporary frenzy for large scale centers	Community concern
Size	Not too distant future small data centers	Community concern
Size	Afraid size will deter people from living	Community concern

Size	Afraid that technology and size needed will shrink and facilities that are built today would be outdated.	Community concern
Size	Hypersize will be redundant very soon	Community concern
Size	Size and proximity	Community concern
Size	Concerns over many small data centers pooled together would have same effect as a hypersize center	Community concern
Size	Size of data center is a big consideration. Big difference between hyperscale and small scale	Community concern
Size	Infrastructure cannot be bigger than the biggest existing in Dubuque	Ordinance content
Size	Small and large scale data centers are different (some are distrustful of all) - how to draw the line?	Ordinance content
Size	Draw line between small and large scale DCs based on: energy/water use, noise, emf's	Ordinance content
Size	Fits into industrial area with no rezoning	Ordinance content
Size	Iron clad ordinances to mandate size of DC's	Ordinance content
Size	Population (residents of city) made aware of ordinance before approval by council	Ordinance content
Size	Technology will be obsolete in a number of years	Other
Size	Other data center (small) in Monticello had to have another building put around the small DC - small does not equal safe	Other
Size	Will it affect the grid as is?	Resident question
Size	What infastructure will be needed for a DC of any size?	Resident question
Stormwater	Watersheds - D.C. should benefit the watershed	Community benefit
Stormwater	Having DC(Data Center) benefit city's stormwater system (So city can manage stormwater better)	Community benefit
Stormwater	Green space	Community benefit
Stormwater	Watersheds - Pollution in this watershed could impact livestock (food sources)	Community concern
Stormwater	Watersheds - Down Stream effects	Community concern
Stormwater	Polluted runoff (PFAS) (bacteria)	Community concern
Stormwater	Permeable Surface	Community concern
Stormwater	Testing runnof - frequency/thirdparty	Ordinance content
Stormwater	Mitigation for local infrastucture (not credits)	Ordinance content
Stormwater	Legally binding contract for flood management plan (Fines!)	Ordinance content
Stormwater	Wetland mitigation (1:5 ratio nonpermeable-permeable)	Ordinance content
Stormwater	Regulate stormwater runoff - monitoring	Ordinance content
Stormwater	Stormwater Plan with strict limits (ex: Size of building determines size of impervious surface; max 100% with greenspace; max 100% with retention basin with berms for 100 yr flood retention	Ordinance content
Stormwater	Consequences, penalites	Ordinance content
Stormwater	Multiple times a year - third party monitoring (not always same third party to prevent collusion), testing for pollutents and temperature	Ordinance content
Stormwater	Is it legal to regulate stormwater?	Resident question
Traffic & Roads	Degration of roads related to out of town workers- added traffic	Community concern
Traffic & Roads	Safety approaches, exit and entry- overpass consideration- traffic control	Community concern
Traffic & Roads	After construction is complete, who is going to fix roads- how data center is accountable.	Community concern
Traffic & Roads	Two lane roads in rural areas mixed with large farm equipment- how to accommodate	Community concern
Traffic & Roads	Future growth	Community concern
Traffic & Roads	Road maintenance and repairs (up keep) cost paid by data center	Ordinance content
Traffic & Roads	Road escrow account funded by data center.	Ordinance content
Traffic & Roads	Traffic studies for zoning- resident zone vs agricultural	Ordinance content
Traffic & Roads	Supervision for upgrades during construction	Ordinance content
Wastewater Management	Does not want wastewater going into watershed. Concenrs about watershed	Community concern

Wastewater Management	Can watertreatment plant take on any size data center? Monticello's waste water treatment for their data center isn't working	Community concern
Wastewater Management	Concenrns about pulling water from aquifers-could damage the mines withe negative pressure	Community concern
Wastewater Management	If closed loop-water needs to change. Treatment and ongoing monitoring important	Ordinance content
Wastewater Management	Protection of farmlands not recieving waste is important.	Ordinance content
Wastewater Management	Want data shown from other center- require third party data & monitoring should be third party	Ordinance content
Wastewater Management	DBQ has done well on their own wastewater reporting- a private entity should do as good or better	Ordinance content
Wastewater Management	Would datacenter build & facilitate their own wastewater treatment center?	Resident question
Wastewater Management	Where is wastewater going? What is being recycled? Will there be heavy plastics & metals?	Resident question
Wastewater Management	What is off-gased and evaporated?	Resident question
Water	Communities have required data centers to donate portion of revenue to help fund city services	Community benefit
Water	No wells going dry	Community concern
Water	Make sure data center doesn't stifle growth in other industries because using all our resources	Community concern
Water	Use of water for citizens should be first priority	Community concern
Water	Clean streams for wildlife should be a priority	Community concern
Water	Residential rate not affected, water pressure unchanged	Community concern
Water	overall water usage throughout entire community	Community concern
Water	City should have ducks in a row before data center shows up	Community concern
Water	Full environmental impact needs to be considered such as wildlife, runoff, water table, residential concerns for future residential development, proximity to subdivisions	Community concern
Water	Well digging concerns - needing to dig deeper due to wells being "sucked" up	Community concern
Water	Water draining of aquifer	Community concern
Water	Water demand is high, so where will the go if supply gets low	Community concern
Water	impacts on water wells and water supply	Community concern
Water	who wants to liver here, is there going to be a population remaining if the water turns brown	Community concern
Water	Make sure water is not contarminated	Ordinance content
Water	Cool in a way that does not use water	Ordinance content
Water	Accountability should be on data center	Ordinance content
Water	Third party monitoring of processes and uses - someone other than City or the data center. A commission of trained professionals similar to hospital oversight	Ordinance content
Water	Data center should not use more water in a day than the rest of the City uses in a day	Ordinance content
Water	Closed loop system with safe disposal that doesn't contaiminate or is safe to be reused/recycled	Ordinance content
Water	Where going, how much using, how impacts our homes should all be clearly explained to public	Ordinance content
Water	City oversight of usage and information publicly released on contamination, usage, runoff, etc.	Ordinance content
Water	Define supercenter and next size down and next - no matter size, water needs to be regulated	Ordinance content
Water	Accountability/costs on company when there are accidents	Ordinance content
Water	Company liability for healthcare consequences of water contamination	Ordinance content
Water	Cap the amount of water use	Ordinance content
Water	Preserve the aquifer; protect it for existing users	Ordinance content
Water	Study the impact on the existing water supply	Ordinance content
Water	Avoid contamination of our water sources, river, etc.	Ordinance content
Water	Dispose of contaminated water safely	Ordinance content
Water	Strong regulation	Ordinance content
Water	Constant monitoring dashboard established by City so public can see what's happening to water	Ordinance content

Water	Monitoring by independent third party funded by company contribution to fund for this purpose	Ordinance content
Water	Make the amount used available to the public	Ordinance content
Water	Tell the public how they will be limited/restricted in water use	Ordinance content
Water	What happens to protect water in times of drought	Ordinance content
Water	What happens when they can't get enough water - close and abandon it?	Ordinance content
Water	Amount of water that remains available should be publicly known	Ordinance content
Water	Levels of contamination and how being disposed of should be publicly known	Ordinance content
Water	Amount and cost of infrastructure to keep water clean and usable shoudl be publicly known	Ordinance content
Water	Require mitigation in certain period of time or shut down	Ordinance content
Water	Security bond ahead of time to make sure funds are there for mitigation and restoration	Ordinance content
Water	Set amount of water that doesn't change (gallons or percentage), based on size of data center	Ordinance content
Water	Subject to all rules that all other businesses are under	Ordinance content
Water	Quality of water should be monitored to ensure it is not radioactive, etc. +++	Ordinance content
Water	Monitor quality of wastewater (temperature, pH, etc.)	Ordinance content
Water	Industry standards for other data centers of similar size	Ordinance content
Water	Regulate other industries that use water to ensure no shortage	Ordinance content
Water	City water department provides a quarterly report on quality of wastewater, make sure it is not contaminated	Ordinance content
Water	Reports on usage should be added to reports	Ordinance content
Water	different expectations ok for: size, location, # of buildings	Ordinance content
Water	different expectations not ok: all data centers should be governed under same rules ++++	Ordinance content
Water	Available to public: Where the water comes from, how many times recycled, where it ends up, provide before and after water quality usage compared to other data centers	Ordinance content
Water	Transparency - should be required to report on any questions asked by city, county, or residents on an as needed basis	Ordinance content
Water	Data from other communities with data centers. Compare before the data center to after the data center	Ordinance content
Water	Independent lab work. Monitor water usage on city water and compare to what they are reporting	Ordinance content
Water	Measure or compare to other industries or towns with other data centers, measure or compare multiple metrics decided ahead of time	Ordinance content
Water	If expectations are not being met suspension of operations. Cut off water service. Consequences Legal ramifications city legal department	Ordinance content
Water	No well drilling, use and pay and invest in City provided resources	Ordinance content
Water	Water Quality test every 2 months through a company picked by the council	Ordinance content
Water	Data centers must pay for new utilitis and utility rates. Don't want to have to ration water	Ordinance content
Water	With PFAS already a cencern what other water quality conrens will a data center create?	Resident question
Water	Are there alternatives to using our water	Resident question
Water	How are the aquifiers going to be impacted due to the data center development?	Resident question
Water	What are the total amounts of water that we be used annually	Resident question
Water	Are there any considerations of the future impact	Resident question
Water	What are the impacts on well water and drinking water in the city	Resident question

Round 4. What community benefits should the City consider or prioritize?

Prompts used to facilitate discussion:

1. When considering [TOPIC], what potential benefits, if any, could a data center bring to the community?
2. Which potential benefits related to [TOPIC] would be most meaningful or valuable to the community?
3. Who in the community should benefit from positive outcomes related to [TOPIC]?
4. What would a successful community benefit related to [TOPIC] look like?
5. If the City were to potentially establish expectations for community benefits related to [TOPIC], what should those expectations consider?
6. How should the City and community evaluate whether a potential benefit related to [TOPIC] is creating the intended impact?
7. What should be considered to ensure community benefits related to [TOPIC] continue over time?
8. Are there other community priorities that should be considered when evaluating potential benefits related to [TOPIC]?
9.

Table Topic	Notes - type input exactly as it was recorded here	Note Theme
Environment	The data center should leave the area's water and land cleaner than it found them.	Community benefit
Environment	Could spur additional resources in research such as wide environmental studies	Community benefit
Environment	Opportunity to strengthen existing environmental regs	Community benefit
Environment	(Strenghthened regulations) could spill out into other unrelated industries (water, cancer, air quality)	Community benefit
Environment	improve air quality, clear nitrate problem in rivers/watersheds	Community benefit
Environment	Everyone	Community benefit
Environment	short term construction	Community benefit
Environment	re-establish prairie (habitat rehabilitation)	Community benefit
Environment	If there is wildlife in the area, ensure our wastewater does not harm them	Community concern
Environment	In ecosystems, everything impacts everything, so when issues arise, need to remedy the situation. Protect against unintended consequences.	Community concern
Environment	protect wildlife from any negative impacts	Community concern
Environment	Clean Environment	Community concern
Environment	Environmental impact	Community concern
Environment	impact on wildlife	Community concern
Environment	Impact on farming/crops	Community concern
Environment	Can we keep calling ourselves the "Masterpiece on the Mississippi"	Community concern
Environment	None :(	Community concern
Environment	Not to build a data center, improve: water quality, air quality, soil quality, light quality (decrease cancer rates)	Community concern
Environment	people who are typically missed: disability (Hills and Dales), low-income, immigrant, etc. Public engagement to cross diverse communites: how does this impact them	Community concern
Environment	All at table said, "We don't want them"	Community concern
Environment	Mother nature should benefit from data centers	Community concern
Environment	Increase: air quality, water quality, soil quality, land quality, aquafer quality	Ordinance content
Environment	Standards: written out, with repurcussions for failure Baseline data: soils, water, air, light	Ordinance content
Environment	Ongoing monitoring, sectioning off land to not be developed, land for public use, conservation, reporting if complaints, (responsible person, direct contact), impactful punishments (restitutions), responsible entity for monitoring (data centers fund a third party member, not public or city/county)	Ordinance content
Environment	Remediation for any negatives effects (tree planting)	Ordinance content
Environment	leave it no worse, or leave it better	Ordinance content
Environment	Sound environmental plan (power sourcing, water sourcing)	Ordinance content
Environment	Baseline (Environmental Impact Statement)	Ordinance content
Environment	No environmental harm allowed, do not contaminate, do not remove grass	Ordinance content
Environment	Until they can build them greener, why are we moving forward?	Resident question
Jobs	Temporary construction jobs (Do not outweigh negatives or justify existence in DBQ)	Community benefit
Jobs	Permanent Employment (Do not outweigh negatives or justify existence in DBQ)	Community benefit
Jobs	New jobs during construction and after completion	Community benefit
Jobs	short term job opportunities	Community benefit
Jobs	Could bring some living wage jobs - but not many jobs associated with data centers	Community benefit
Jobs	No permenant or long-term jobs. All temporary	Community concern
Jobs	Do not employ many people	Community concern
Jobs	Many jobs during construction but only a handful employees throughout years of operating	Community concern

Jobs	Permanent jobs are not enough. If livable wage and filled by local workers.	Community concern
Jobs	Transparency. We need to know what they are doing at all times. We can not trust them.	Community concern
Jobs	Number of jobs added is basically nothing, is this all worth the negative impacts	Community concern
Jobs	Local construction compaines may subcontract out to other companies anyways	Community concern
Jobs	Build temp housing to house temp workers.	Ordinance content
Jobs	Must create however many jobs it takes to build it and they have to remain employeed. They have to remain getting paid even when company would potentially leave.	Other
Light	Should improve infrastucture nearby first (compared to an example such as cut down a tree, plant two) Fix current street lights that aren't working	Community benefit
Light	No benefits. Very concenred with light brightness. Helath concerns of the employees who are constructing project and regular emploees after.	Community concern
Light	Hyperscale concenrs- large scale cost, never ending money being spent	Community concern
Light	Current climate conditions are already a concern- those without shelter can't get blackout curtains, how would they sleep?	Community concern
Light	Needs to be reduction of light pollution, espically at night . Need to be able to see the night sky/stars. Lower light pollution for the entire community	Ordinance content
Light	Company must fund improvement of light infrastruction.	Ordinance content
Light	Should be a precentage reduction depending where the area would be. Finding that the smaller communities do not benefit from datacenters.	Other
Location	Mayor & City Council to contact developer and ask not to move forward with proposal near airport "Just say no"	Community concern
Location	The data center should be built on a dead location or already polluted land that cannot be used for anything else.	Community concern
Location	Citizens should have first rights to water and power resources.	Community concern
Location	The farmers and residents who live here should be benefiting from data centers	Community concern
Location	Protect farmland.	Ordinance content
Location	buffer zone 10 miles	Ordinance content
Location	The area's topography cannot be changed.	Other
Location	location is important.	Other
Location	Put them near the capitol building	Other
Noise	Infrasound machine to display noise levels and should be visible to the public	Community benefit
Noise	Repeated, routine, and comprehensive studies on noise	Community benefit
Noise	We should wait years to assess other communities with data centers and see what are their benefits	Community benefit
Noise	No data centers as there are no benefits related to noise	Community benefit
Noise	Selling hearing aids or noise cancelling headphones.	Community benefit
Noise	Free white noise	Community benefit
Noise	No potential benefits	Community concern
Noise	No potential benefits	Community concern
Noise	No one would benefit	Community concern
Noise	Community member quote "I love this town, and I dont want to see it get ruined, and I think this will ruin it"	Community concern
Noise	Impacts on bird migration	Community concern
Noise	No benefits of noise	Community concern
Noise	No one would benefit except doctors due to negative health impacts	Community concern
Noise	More noise is not going to be good for anyone	Community concern
Noise	We wont be able to call law enforcement to shut off the noise (like current noise ordinance)	Community concern
Noise	No benefit to "noise", sound is good.	Community concern
Noise	When and how they are going to measure- make them accountable in a way that they will actually be accountable	Ordinance content
Noise	Consider noise (low frequency sounds)	Ordinance content
Noise	A successful community benefit would be no noise	Ordinance content
Noise	Expectations should be no noise	Ordinance content
Noise	Expectations should be distance from noise	Ordinance content
Noise	Noise shouldn't affect public health	Ordinance content
Noise	Establish baseline acceptable levels.	Ordinance content
Noise	Measure impact on surrounding eniroment	Ordinance content
Noise	Benefit analysis	Ordinance content
Noise	There are no benefits to noise	Other
Noise	"Noise" needs to be defined as to what it is.	Resident question
Noise	How will current noise ordinances be enforced at a data center	Resident question
Ongoing Monitoring	Regulatory Jobs	Community benefit

Ongoing Monitoring	Monetary Benefits	Community benefit
Ongoing Monitoring	Responsible small business data centers could benefit from the regulations on bigger "AI" data centers.	Community benefit
Ongoing Monitoring	Establishment of clearer guidelines for existing centers would be a benefit	Community benefit
Ongoing Monitoring	The should look to other communities with Data Centers to learn what not to do	Community concern
Ongoing Monitoring	Testing should be done prior to construction to establish baseline levels of noise, thermal output, water pollutants	Community concern
Ongoing Monitoring	the data from pre-contruction testing should be presented at a community forum	Community concern
Ongoing Monitoring	Livestock owners should receive benefits/compensation due to the negative effects of noise on animals	Community concern
Ongoing Monitoring	Quarterly evaluation if benefit is being met by data center	Ordinance content
Ongoing Monitoring	Complete Transparency- There should be a dashboard made available to the public that shows all the systems in the facility	Ordinance content
Ongoing Monitoring	Everything in power to improve community	Ordinance content
Ongoing Monitoring	Potential profit to city from the developer	Ordinance content
Ongoing Monitoring	Carbon neutral	Ordinance content
Ongoing Monitoring	Very detailed regulations	Ordinance content
Ongoing Monitoring	Slush fund to ensure accountability for any impact, regardless of size	Ordinance content
Ongoing Monitoring	One strike, they're out (if they break an ordinance)	Ordinance content
Ongoing Monitoring	Indepedent testing if there is a mass bird kill, cows can't calf, crop damage, insects/bats, pollinators in general, migrating birds, birds of prey	Ordinance content
Ongoing Monitoring	City should have an "off" switch if they do not follow rules	Ordinance content
Ongoing Monitoring	No fines, straight to shutting down	Ordinance content
Ongoing Monitoring	Good regs would "attract the ones with a conscience and a moral code" as opposed to the bad faith actors	Ordinance content
Ongoing Monitoring	Very detailed, clear language is necessary for accountability	Ordinance content
Ongoing Monitoring	All of the above applies, regardless of size	Ordinance content
Other	Pay for everything	Community benefit
Other	Mitigation infrastructure city-wide	Community benefit
Other	Positive visible impact	Community benefit
Other	Expanded Riverwalk	Community benefit
Other	Bring the community together to tear it down	Community benefit
Other	For every million in profit, City gets10% for services to residents	Community benefit
Other	Hospitals, non-profits get free data services	Community benefit
Other	People benefit from being able to work from home	Community benefit
Other	Data mining for crypto-currency	Community benefit
Other	Non-profits should benefit	Community benefit
Other	Citizens of the community - not business - should benefit	Community benefit
Other	A successful benefit would be one where the quality of life of citizens is not negatively impacted by the data center	Community benefit
Other	A successful benefit would be one where the data center is not contributing to pollution or erosion	Community benefit
Other	A successful benefit would be the owner bearing the cost for all additional infrastructure required - citizen bills or taxes should not increase to cover infrastructure needs	Community benefit
Other	Tax revenue (City, county, schools) (Do not outweigh negatives or justify existence in DBQ)	Community benefit
Other	Zero (Which potential benefits related to Location would be most meaningful) - Multiple in agreeance	Community benefit
Other	Everyone should benefit, but it isn't possible (Who should benefit from the positive outcomes)	Community benefit
Other	No one should have any ill effect (Who should benefit from the positive outcomes)	Community benefit
Other	Better quality of life (successful community benefit related)	Community benefit
Other	Any benefits from the project should be shared by the entire community.	Community benefit
Other	Investments should be made to strengthen and modernize the power grid.	Community benefit
Other	Money paid by data center to the City that could be used for social programs and/or to improve infrastructure	Community benefit
Other	Advanced Cooling Centers	Community benefit
Other	The people who live closest to the facility should benefit the most	Community benefit
Other	Potential tax breaks for people who get affected by the data center being in their area	Community benefit
Other	The citizens at large should benefit	Community benefit
Other	40% of gross profit of center goes back to city	Community benefit
Other	Everyone would have to benefit, the community at large. Not company making money off everything.	Community benefit
Other	City working for it's citizens	Community benefit
Other	Could be financial benefit to those who sell private land to data centers	Community benefit
Other	Interesting way to ask questions to focus on "benefits". What are the downsize of this?	Community benefit

Other	Who should benefit: Schools, local unions, money (the city has the power in the "ask", shoot for the moon.)	Community benefit
Other	Companies give local discount to local residents (for services provided by data center).	Community benefit
Other	Tax money... if it stays local	Community benefit
Other	Tax offset for community	Community benefit
Other	Should be 5x higher than commercial rates. Will be lucrative for everyone. Will be a huge influx of money for the city.	Community benefit
Other	if fines are given, they should go to organizations that will bear the brunt of the health impacts	Community benefit
Other	Everyone in the community should benefit ("We the people"). Local benefit of tax break.	Community benefit
Other	Is it possible to set up an agreement similar to the casinos and the DRA?	Community benefit
Other	Use property tax revenue in some way that helps farmers hold on to their land because they are the ones being impacted	Community benefit
Other	A benefit could be an increase in community engagement through this process - the political process	Community benefit
Other	Property Taxes benefit residents near to data centers, not just put in the general fund. Paid by the data center.	Community benefit
Other	Money goes back into the community (schools, animals, infrastrurcture, receation)	Community benefit
Other	build a Middle school, environment education school	Community benefit
Other	DBQ forward funding	Community benefit
Other	There are no benefits	Community concern
Other	Property tax revenue is not a benefit -> Rather have increased taxes	Community concern
Other	All economic benefits are temporary -> Not a benefit	Community concern
Other	How would data centers affect affordable housing? (Surge of temporary workers, etc)	Community concern
Other	DBQ is a tourist destination -> Data center do not fit here (Not a benefit)	Community concern
Other	Citizens rights first	Community concern
Other	The city has a history of providing incentives to companies that later leave.	Community concern
Other	Dubuque could lose residents and experience increased brain drain.	Community concern
Other	Any economic benefits may be temporary. If the city becomes dependent on that revenue, there could be significant economic challenges if the company leaves.	Community concern
Other	How will this affect affordable housing?	Community concern
Other	Do not believe there will be meaningful savings in property taxes.	Community concern
Other	There are no unique benefits to this location.	Community concern
Other	Dubuque is a tourist destination, and a data center does not fit that image.	Community concern
Other	Vulnerable communities should be protected.	Community concern
Other	We should learn from past experiences with brownfields and forever chemicals.	Community concern
Other	If the company leaves, the city could face a massive budget deficit and may not be able to absorb the loss of revenue.	Community concern
Other	The city needs to hold data center(s) liable for any damage they do	Community concern
Other	Tax - no benefit or unknown	Community concern
Other	Risk isn't the same for all residents - some will live near and some will live far	Community concern
Other	Data cannot refulate itself	Community concern
Other	There is too big of a cost	Community concern
Other	It's not trendy to move to into a city with a data center, this will NOT attact people here.	Community concern
Other	Do not see this as a growth opportunity for the city or the people	Community concern
Other	Problems a data center will bring are tangible while the benefits are speculative	Community concern
Other	Would the severity of a person's impact, determine their potential kickback? Doesn't seem fair to someone if they live closer to a data center and they receive the same as someone who does not live close and is less affected.	Community concern
Other	Property Devaluation Compensation to cover fair market value loss	Community concern
Other	Dubuque is too small to compete with money to fix problem.	Community concern
Other	Do not care for money, alone	Community concern
Other	Cannot destroy Dubuque land	Community concern
Other	Monetary benefits/tax increases do not outweigh environmental and other concerns	Community concern
Other	Clear identity of various partners with City/County (ex. GDDC) and how those partnerships work related to data centers. What are trusted sources of information?	Community concern
Other	Cost of rate increases	Community concern
Other	Impacts on water in nature areas	Community concern
Other	does not positively impact anything	Community concern
Other	Will they be responsible for impacts on other cities (ex. East Dubuque, places down river)	Community concern
Other	People didn't like the questions (framed as "benefits") because a few people felt like there's no benefit	Community concern
Other	People are afraid a decision has already been made, called the process "disingenuous"	Community concern

Other	"No harm" is not the same as "benefit"	Community concern
Other	Home values will plummet; these nearby homes should get money for the lost value.	Community concern
Other	Thera re no benefits	Community concern
Other	There really are no benefits	Community concern
Other	The best way to benfit would be to not allow data centers	Community concern
Other	The buildings are ugly	Community concern
Other	Do not build data centers	Community concern
Other	Listen to people, not biased information	Community concern
Other	Value over profit	Community concern
Other	City Council can't decide alone, let voters decide	Community concern
Other	Public input, allow people to speak	Community concern
Other	The mailed survey sounds biased, was frmaes as data centers are positive. People could not skip the positivity when filling it out	Community concern
Other	The survery did not have a none of the above option, and people could not skip, so it left the defaul order (ranking question)	Community concern
Other	Accountability for Data Center AND City Organization	Ordinance content
Other	Give Resources back to the Community	Ordinance content
Other	$500M bond in the event of property abandonment, end of business, retirement of facility, polution, contamination	Ordinance content
Other	UNLESS - moratorium if they don't abide by all agreements	Ordinance content
Other	Responsible for any damage -> Including demo/removal once closed	Ordinance content
Other	Sealed system (not reliant on outside services -> Energy, water, sewer, etc.)	Ordinance content
Other	repurpose vacant buildings for data center	Ordinance content
Other	The ordinance should stipulate which type of cooling system is acceptable	Ordinance content
Other	Should stay for a long time (20 years) through contract so they do not abandon it	Ordinance content
Other	Not just money, boots on the ground	Ordinance content
Other	NDA's very concerning- community would need to know everything that is going on.	Ordinance content
Other	Build the best of the bext with theie own money.	Ordinance content
Other	Invest into local education	Ordinance content
Other	Need plan (for data center) to keep their promises.	Ordinance content
Other	Deconstruction clauses. (Make sure data center company cannot abandon the building creating an attractive nuisance).	Ordinance content
Other	No tax benefits	Ordinance content
Other	No increase in our utilities	Ordinance content
Other	We should not pay for them	Ordinance content
Other	Return of portion of profit into community (the arts was mentioned)	Ordinance content
Other	People (from a DC company) should be here physically investing in community, not remotely	Ordinance content
Other	NO tax breaks	Ordinance content
Other	Decision makers should live near it - it should be in their back yard	Ordinance content
Other	Pay for every promise up front - 20 permanent jobs creation for 10 years at $60k = $12M bond; community benefit $$ pre paid. Construction jobs, pre paid	Ordinance content
Other	City Council research data centers	Ordinance content
Other	communities force data centers to have better outcomes	Ordinance content
Other	Zoning board, council mtgs, etc (accessible outside of work hours)	Ordinance content
Other	research strict standards (data developers are not trusted)	Ordinance content
Other	no tax breaks, infrastructure development, economic developement agreement (property value)	Ordinance content
Other	Everyone should benefit, children, unhoused, wildlife (marco and micro ecosystems)	Ordinance content
Other	Legal (honesty, transparency and accountablity)	Ordinance content
Other	multipartisan issue	Other
Other	counsel sweep	Other
Other	zoning commision meeting	Other
Other	Many people quit the survey when they reached the question about how to spend the money.	Other
Other	Dubuque could invest in alot of other things before a data center	Other
Other	"These question amount to putting a nuclear waste dump in town and asking what the benefits would be."	Other
Other	"None of this matters since our economy is going to collapse in 12 months"	Other
Other	"The road to hell is paved with good intentions"	Other
Other	There is no value in Data Centers. They talked us into it.	Other

Other	Is there a way to notify residents if a data center is built across state or county lines that woudl impact us in Dubuque	Resident question
Other	Taxes - Even if billions are proposed, does it take in account land value drops?	Resident question
Other	Haven't proved ->who's it coming from? - Where's it going?	Resident question
Other	Question: Outside of proper taxes how could profit/revenue be captured? - To benefit the community?	Resident question
Other	Any benefits need to be heavily scrutinized against the longterm effects of data centers	
Power & Energy	Net benefit is residents never have to pay a power bill or property tax again	Community benefit
Power & Energy	There should be reduction in resident elecric bills based on data center usage	Community benefit
Power & Energy	Solar infrastructure (successful community benefit related)	Community benefit
Power & Energy	Reliable power (successful community benefit related)	Community benefit
Power & Energy	Tax revenue should be used for 50% property tax relief and 50% to lower city utility and fee rates	Community benefit
Power & Energy	Grid support: If the data center generates enough power themselves plus more, in case of a power outage (Alliant goes down because of a derecho, tornado, etc.) then the benefit has a micro-grid we could utilize.	Community benefit
Power & Energy	Data center generates own power and feeds it to Alliant's grid to reduce residential eletrical bills. Write this into the ordinance. Must have written laws and regulations	Community benefit
Power & Energy	No *[this was the unanimous sattement the table when the phrase "potential benefits" was spoken]*	Community concern
Power & Energy	Who is providing their utilties?	Community concern
Power & Energy	100% Renewable Energy	Ordinance content
Power & Energy	Build own power plant	Ordinance content
Power & Energy	Data centers should be required to use 100% renewable energy that they generate	Ordinance content
Power & Energy	They should build a new grid, be self sustaining	Ordinance content
Power & Energy	Alternative energy sources	Ordinance content
Power & Energy	Suggests using data center resources to offset community costs. Should fund the community electric bills.	Ordinance content
Power & Energy	Maintain the operations, stay X number of years to prove, doesn’t destroy everything, ensure noise levels, water access and usage and clean air...	Ordinance content
Safety & Emergency Planning	If runoff collected, use it by rural communities for fire suppression	Community benefit
Safety & Emergency Planning	Other things that need addressesd before Data Center	Community concern
Safety & Emergency Planning	Health	Community concern
Safety & Emergency Planning	Hospitals may benefit, more patients in hospitals	Community concern
Safety & Emergency Planning	Polluted environment leads to sick people, then who pays medical bills	Community concern
Safety & Emergency Planning	(Have data center) pay for fire services/EMS for facility. (Does City) add "Fire House 8" and (have data center) pay for it?	Ordinance content
Size	Benefits need to be more of a "trade-off"	Community benefit
Size	Bigger = worse	Community concern
Size	Already data centers in Dubuque within the city - small scale. All have specific purposes and public can get further details. what would a hypercenter benefit Eastern Iowa?	Resident question
Size	AI is being rejected. Why is a hypercenter constructed for a rejected product?	Resident question
Stormwater	Bee Branch times 50	Community benefit
Stormwater	Improve water quality (Nitrate) (Groundwater, surface water, aquifer)	Community benefit
Stormwater	Vision of Trout Stream (in Catfish Creek) rather than a ditch	Community benefit
Stormwater	Benefits for everyone, especially those downstream	Community benefit
Stormwater	Noticeable improvements (not degrading) local creeks	Community benefit
Stormwater	Clean and recycle the stormwater for community use	Community benefit
Stormwater	Use stormwater for fire prevention and protection (pumping station for fire department to use)	Community benefit
Stormwater	Managing stormwater reduces property damage	Community concern
Stormwater	Not causing issues for recreation in waterways	Community concern
Stormwater	The impact of runoff from a large data center must be considered.	Community concern
Stormwater	Size limitations for Data Centers based on stormwater	Ordinance content
Stormwater	City generate citywide stormwater mitigation plan, Data Center pays for it - Legally Binding - In Writing	Ordinance content
Stormwater	Set Specific time-bound goals for Data Center stormwater mitigation to meet	Ordinance content
Stormwater	S.M.A.R.T Goals/Requirements established before development	Ordinance content
Stormwater	Stay away from River, other waterways, setback requirements for when mitigation fails	Ordinance content
Stormwater	Monthly testing to ensure stormwater is clean to be reused and catch/retention basin has had preventative maintenance; if not meeting benefit/cleanliness, consequences, fines, shut down facility until corrected	Ordinance content

Traffic & Roads	return on investment	Community benefit
Traffic & Roads	No benefits	Community concern
Traffic & Roads	Safety would have to apply	Community concern
Wastewater Management	New more modern wastewater plant would be only positive-but currently DBQ water is nowhere near bad of where it would be if datacenter happens	Community benefit
Wastewater Management	No positives/no benefits	Community concern
Wastewater Management	How water wasted - so much wasted water	Community concern
Wastewater Management	Ecosystems	Community concern
Wastewater Management	Leaks from data centers	Community concern
Wastewater Management	Forever contaminate environment	Community concern
Wastewater Management	Not have to fear contancinated water/drinking water	Community concern
Wastewater Management	If new waterwater system was built-company would have to use their money and put money back into the community.	Ordinance content
Wastewater Management	Could not smeel or contaminate the river. Aquafir would be a must.	Ordinance content
Wastewater Management	Accountability and Traceability around chemicals from data centers	Ordinance content
Wastewater Management	Expanded Utility Infrastructure	Ordinance content
Wastewater Management	New and modern wastewater managemner plant	Ordinance content
Wastewater Management	Odorless	Ordinance content
Wastewater Management	Doesn't contaminate aquifers	Ordinance content
Wastewater Management	uncertainty about how to assign value to data, since it’s intangible and difficult to regulate.	Other
Water	Waiving of customer water bills - company pays for residents	Community benefit
Water	Collection of rain water off roof; retention	Community benefit
Water	Recycle water in closed loop system to reduce use of well water	Community benefit
Water	Despite benefits, must protect against polluting the water and that should be an expectation	Community benefit
Water	Accountability for responsible use of water resources should be an expectation	Community benefit
Water	If a data center is built out of city limits and is not on city water, it could be a benefit to local residents if they are drilling their own wells and wastewater treatment that could be a benefit to people who live out there, could be a utility service to them. +++	Community benefit
Water	Water could be used to produce ethanol or to water crops	Community benefit
Water	Bringing water service to areas that didn't have it before	Community benefit
Water	Everyone should benefit, water is a basic need. Maybe people who are closer to data center would benefit	Community benefit
Water	Water prices going down for other users	Community benefit
Water	Surcharge on data center users, Use that extra money to reinvest in infrastructure upgrades, rate relief to residential users only. Could solicit community input and what to reinvest in. Investment in flood mitigation, investment in conservation wildlife, water, environment. Donate to local groups like Friends of Dubuque County Conservation, Sierra Club, etc.	Community benefit
Water	Cleaner Water (successful community benefit related)	Community benefit
Water	Revenue should support general city improvements, including water infrastructure and streets.	Community benefit
Water	There is nothing positive about data center when it comes to water usage	Community concern
Water	Consider residential usage versus industrial usage	Community concern
Water	Would never drink water that comes from datacenters.	Community concern
Water	closed loop - must recycle water. reverse osmosis waste water for use	Ordinance content
Water	Closed loop with Glycol or water alterbatives	Ordinance content

Additional input collected from butcher paper

This tab captures additional input collected via butcher paper or other means outside of Rounds 1-4.

Table Topic	Notes - type input exactly as it was recorded here	Note Theme
Environment	Biodiversity.	Community benefit
Environment	Expanding nature centers / protect natural species.	Community benefit
Environment	Public education / awareness for nature.	Community benefit
Environment	To continue benefits over time: infrastructure improvement.	Community benefit
Environment	To continue benefits over time: public awareness / community outreach.	Community benefit
Environment	There is no benefit from a data center to our environment.	Community concern
Environment	Benefits should go to everyone, but they don't go to anyone.	Community concern
Environment	Not applicable for environment (no successful community benefit).	Community concern
Environment	In a radius of a data center, how many existing water wells will go dry, how many new water wells needed, who will pay	Community concern
Environment	Expectations should consider a bare minimum on quality of environment - for example water, air, soil, temperature.	Ordinance content
Environment	Expectations should consider biodiversity.	Ordinance content
Environment	Comprehensive testing on wildlife.	Ordinance content
Environment	Is this good for our environment?	Resident question
Jobs	To continue benefits over time: job creation.	Community benefit
Jobs	Guidelines for each phase and agree to hire % of local workers/contractors.	Community benefit
Jobs	No perm. jobs	Community concern
Jobs	Union Jobs...local. Project labor agreement.	Ordinance content
Jobs	Union jobs? Delay construction until we have local workforce.	Resident question
Jobs	How many long term jobs?	Resident question
Location	Lies :(	Other
Location	City of Dubuque limits, what about just outside of the city limits?	Resident question
Location	City land. Located outside of city limits	Resident question
Noise	Noise won't affect our birds.	Community concern
Ongoing Monitoring	Audits (to ensure initial promises are followed through on)	Ordinance content
Ongoing Monitoring	Transparency	Ordinance content
Ongoing Monitoring	Evaluate impact through testing from a licensed 3rd party.	Ordinance content
Ongoing Monitoring	Evaluate impact by keeping records.	Ordinance content
Ongoing Monitoring	How do we enforce them to keep permanents?	Resident question
Ongoing Monitoring	How will the city enforce any agreements made with the data centers? Fines?	Resident question
Other	Potential investment into communities - for example: road traffic, update power grid, fire department, sending/offsetting property taxes.	Community benefit
Other	They will build data centers no matter what, so why not here? Take ADVANTAGE get money for our community	Community benefit
Other	Be smart about makinfg a deal that is profitable for DBQ	Community benefit
Other	It comes down to what deal you make. City MUST ask for BIG benefits.	Community benefit
Other	data center needs to cover all costs	Community benefit
Other	Own levy vote for data center (higher). Data Center pays for all of their own expenses	Community benefit
Other	There is no set of standards for an ordinance that would protect us sufficiently	Community concern

Other	Worry is that company will do this for their own gain and purposes with disregard for citizens	Community concern
Other	Big brother is watching	Community concern
Other	What is the intended use, AI, robots, humanoids	Community concern
Other	Money maybe, but nothing else.	Community concern
Other	DBQ not the first city to day now, strict regulations	Community concern
Other	No tax incentives given to data centers.	Community concern
Other	Show me the money	Community concern
Other	Lies, destruction	Community concern
Other	Keep data centers as far away from Dubuque as possible	Ordinance content
Other	Ongoing fees for violations. No 1 and Done Fines.	Ordinance content
Other	Establish a baseline prior to any data center in the future.	Ordinance content
Other	Well done input session. I thought it was productive.	Other
Other	Just really look at the risks and big regulations	Other
Other	Why on earth and who actually wants this data center?	Resident question
Other	What benefits could this possibly have?	Resident question
Other	What do data centers give to us?	Resident question
Other	I didn't notice an economics topic for discussion. Tax impact?	Resident question
Other	what will the data centers agree to give to the community if allowed to come to DBQ?	Resident question
Other	Will they give money to the public schools?	Resident question
Power & Energy	If utilities are paid by local residents, then data center used to store local info only.	Ordinance content
Size	There should not be any hyperscale data centers allowed	Community concern
Size	NO LARGE DATA CENTERS!!	Other
Size	Felt that the survey was bias. We don't have to have the good things.	Other
Size	Survey was difficult to fill out prioritizing concers. Water, light, noise, (up arrow)'d electric bills, long-term jobs, using local buildings -it's all important	Other
Water	PFAS	Community concern
Water	Would have to pay for water quality.	Ordinance content
Water	Where do the toxins/pollutants for evaporated water use by the data center go?	Resident question
Water	Is access to clean water a human right?	Resident question
Water	Does our planet and this country have such an abundance of water that we can give up water for this? no, we don't. There are states with lack of water and drying rivers so why would we give up any of our most valuable resource for life?	Resident question

Addl input from butcher paper

City Resident 73
Non-Resident 42
Unknown 24
139 total

DATA CENTER ROUND TABLE CHECK IN SHEET

Date: July 21, 2026

Location: Grand River Center

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Megan	Frankovich	815-757-37[illegible]	—	52001	2653 University Ave Dubuque, IA
Troy	Frankovich			52001	2653 University Ave Dubuque, IA
Loretta	Gray Peterson	515-408 3025	loretta gray 1958@gmail.com	52054	7240 Olde Davenport Rd LaMotte, IA
Lisa	Kemp	563) 590-3472	lillybell12a aol.com	52054	7093 Olde Davenport Rd.
Randy	Kemp	5635906991	Randy@All SEASONSTrucking.com	52054	" "
Sarah	X	—	—	52003	X
MARILYN	COLE	425-343-8526	marilynscole @gmail.com	52003	1321 TOMAHAWK DR DBQ
JULIE	SPELLMAN	425-344-3639		52001	Dubuque
CATHY	BEHNKE			52001	Dubuque
Linda	Merfeld			5200	Dubuque
Stephanie	Powell	561-371 5729	Catbirdyoga @gmail	52001	660 W 3rd
Mary Jane	Wolter	563-590 6034	mjwol17@ aol.com	52054	6908 Olde Davenport Rd
~~Faith Blas~~					
Faith	Blaskovich	563-451 7365		52003	515 S. Grandview DBQ
JAKE	KURCZEK		jake.kurczek@ loras.edu	52003	1110 VICTORIA
LARRY	HOELSCHER	563-580-0924	Lyn1330@ Gmail.ca	52001	1330 NOWATA ST. Dub
Luke	Vorwald	—	—	52001	1750 Glen Oak
Keith	Martin	—	—	52079	—

DATA CENTER ROUND TABLE CHECK IN SHEET

Date: July 21, 2026

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Veronica	McAvoy	563-564	mcavoyv@gmail.com	52001	1252 W. 9th St Dub. IA 52001
Carol	Arling	5636634722		52003	280 Grass City
Tom	Lippstock	563-581-[illegible]		52054	Olde Riverport Rd.
Heidi	Lippstock				[redacted]
Courtney	bailey				[redacted]
Jamie	McDonough				850 S. Grandview Ave Dubuque
Molly	Olds	563 495-6733		52003	2702 LaMotte Dr. DBQ.

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Anne	Hedrick	563 451 2088	annemsw@aol.com	52001	2133 Avelon Rd Dub
RANDY	Roos	563 542 1205	rreos68@outlook.com	52002	2448 BRIARWOOD DR ASBURY IO
Jim	Bradley	563 590-0121	jhbradley45@gmail.com	52003	8637 Military Rd Dubuque, IA 52003
Tom	Mayer	583 8139	N/A	"	" "
Wayne	KOHLENBERG	563 599 7391	—	52003	8571 SCHUELER HTS DUB IA
Matthew	Mohn	563 564-1337	—	52003	560 Sunset RDG
Lindsey	Williams	563 212 5478		52001	1592 Central Ave
Stefanie	Wunderlich	563. 495. 8056	steffyann26@gmail.com	52001	1175 GLEN OAK ST
Linda	Roth Firzlaff	563 663-3561	Lfirz@aol.com	52003	9855 Alanda Ct
Steven	Firzlaff	563 542-5718	"	"	Dubuque IA
Caroline	Koppes	563. 580. 8546	erinkoppes@gmail.com	52002	" "
Linda	Kramer Fabing	563 207 0565	lindakramerabing@gmail	52001	" "
Mary	Decker	563 599-2500	bitzie 509 @ gmail.com	52003	Dubuque, IA
Mary	Lynn	583 9486		52001	
John	Sullivan	738-7601	saa.Construction	52001	Dubuque, Iowa
Terry	Morton	563 6632399	terry morton 17@ gmail	52002	DBQ
Phyllis	Lee		Shopping55@aol	52003	DBQ
Rose	Cliff	563-543-7502	rosebudof	52003	Dbq
Barry	Cliff	563 542-8078	Sharon@gmail.com graymuzzledog@gmail.com		1762 Sharon Dr. Dbq

DATA CENTER ROUND TABLE CHECK IN SHEET

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Mary	Bowerman	253 878 3850		52001	1045 W 3rd St
ROBERTA	TYLER	BERTIETYLER3 @ HOTMAIL.COM		52001	859 STONE RIDGE PL
Jim	Hansen	5635433701		52079	48175 T. Jors Prairie Rd
Jacob	Harmon	712 579-5153		52002	3413 Crestmont Dr. Dubuque IA 2 wings
Gail	Weitz	563 581 5721	gweitz1636 @gmail.com	52001	1630 Lori Ct DBQ
Marshall	Freymann			52001	2134 Rhomberg Ave Dubuque DBQ
Ted	George	563.543-8973		52002	16044 Asbury Rd IA.
Dana	George	563-543-8709		52002	16044 Asbury Rd. DBQ
Emory	Hoepp	608-642-3439		52003	150 valley Street
Sue	Dillon	563-663-4041		52001	3057 Westmore DBQ
Mary	Kelly			52001	1881 Bunker Hills
Carol	Brylski			52001	1895 Baker Hill Rd
Clarissa	Klostermann	5634515510		52001	1400 Central Ave #3 DBQ IA 52001
Michael	Rabagia		mrabagia@gmail.com	52001	1449 Jackson St
Andrew	Griesemann	563 451 8657	andrew.griesemann@gmail.com	52003	7809 Raphael Dr.
Cameron	Wall	737-2223	Cameronadj63@gmail	52001	805 Aldona
Kaden	Wehrenberg	563-235-7349	Leswbg@gmail	52001	311 garfield AVE

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Rick	Dickinson	563.580 0247	vicksabula@outlook.com	52001	205 Hill St
Jessica	Oberbroeckling	563 542 3037	jloberbroeckling@gmail.com	52001	761 Rose St
Brittany S	Gagas		gagas.brittany8@gmail.com	52001	1745 Bristol Dr
Katherine	Tully	815 375 7621	Katherinetully13@gmail.com	52001	1644 Main St
Wesley	Atkinson		wesleyatkinson11@gmail.com	52001	2380 Trygg Dr
John	Schroeder	860 570 1661	schroeder.john.ed@gmail.	52001	889 College Rd
BRANT	SCHUELLER	563-307-0684		52003	13017 N. CASCADE Rd.

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Linda	Kleiner	564-7933		52003	3636 Crescent
Nicole	Keedy	319.530.4228		52003	750 Brookview Sq
SARA	BOOTH	309/472-7776		52001	876 Yale
Olivia	Hannifan	563-231-1994		52001	2225 Aspen Drive
Atticus	Chesher	515-520-9441		52001	475 Valeria St
Naedene	Puckett	608-521-0886		52001	1592 Central Ave
Liam	Chesher	515-520-0923		52001	475 Valeria st
Rick	Myeske	920-960-1587		52001	3199 Sheridan Rd.
Jordan	Heim	563-542-3868		52001	2678 Raven Oaks Dr.
Katy	Wethal	5635811		52001	5160 Fenelon
Mark	Vanek	760-207-3661		52001	365 Hill St.

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Sue	Kemp	563-590-0744		52003	7770 Windy Ridge
Paul	Kemp	563-590-1871		52003	Dubuque Ia 52003
Doris	Barnes	563-590-5826		52068	13660 Nolan Ln non resident
MARIANNE	Hoerner	563-590-7912		52003	9844 Military Rd
Matthew	Adams	563-580-9016		52001	2727 Washington St
Andy	Avg	563-588-0339		52003	125 S. Booth St
Patti				52003	Hillcrest Rd
JP				52002	Hillcrest
JN	Nauman	5634634365		52003	
Marilyn	Proesel			52001	
Michelle	Freisinger			52001	
Anna	Brixvoort	563235 7959		52002	
Sophia	Schuler			52001	
Anna	Decker	563-556-2315		52003	11152 Mound View Rd
Morgan	Keedy	414-491-5973		52003	750 Brookview Sq
Calvin	Denlinger	563-580-8501		52054	6996 Olde Davenport Rd

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Sandy	stock	563-542-3773	stock542@hotmail.com	52001	2120 Delaware St.
Darrell	Kifer	563-213-1942	drlkifer@gmail.com	52002	5456 Park Place Asbury
JamES	Ploessl	563-213-2664	mmploessl@gmail	52001	825 Harlan St
Leonard	Dress Jr	563-513-9721		52001	541 Groveland
Abbey	Mason	563-357-3768	abbey.c.hart@gmail.com	52001	1610 N. Algona St Dubuque, IA 52001
Sue	Dravis	563 264 5087	hawkiiiii@hotmail.com	52003	1680 Kathy Dr.
Diane	Rittmer	563 599-8425	drl2525@1cloud.com	52003	8482 Hidden Valley Rd
[illegible]	Hutchins	563 451-7263		52032	Bernard Ia
Jessi	Bushman	564 1197			
Katie	Koenker	563 564-5160		52003	Kelly Ln
Joe	Bradley	563 542-8971	Bradley Plbg@gmail	52003	Landeville
AL	BRUS	563-590-6642	AJBRUS99@GMAIL.COM	52003	LANDEVILL RD
Ann	Brus	563-590-6342	annbe Yousq.net	52003	Landeville Rd
Teresa	Tigges	563542-7779	teresa tigges@msn.com	52054	7021 Olde Davenport Rd La Motte
Scot	Tigges	563 231 6767		52054	
Don & Shirley	Foley	563 3784		52002	2489 Wheatland
Jason	Frederick	540 392-1403	jrfk746@[illegible]	52001	2289 Foye St.
John	OBrien	563 590 7692		52003	5922 Airview
Jen	Hanniford	563581 5103	jjvergens76@gmail.com	52001	2225 Aspen Dr.

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Tony	Mason	563-663-4951		52001	1610 N Algona St
Linda & Duane	Eaton	5635993676		52003	770 Rockwood Ct
Ed	D	^	—	52001	2539 Washington
Kim Mangers		563-599 8282		52003	9421 Landeville
Emily Cobb	Can	563-593-0860	—	52001	2727 Watson St Rd DBQ
Jake	Plymley	563-668-3212	Ilot BFggmail.com	52001	
Teresa	Boxleth	5636631019		52001	
Max					
Hank	Fredrickson	563587-9143		52079	5422 St Joe Rd
Laura	Gudenkauf	563-451 5223		52068	13385 Swiss Valley Rd
Kurt	Gudenkauf	630-890-7303		52068	" "
JOE	BILLMEYER	563-580-9225		52003	7669 PRAIRIE VIEW LN
HELEN	BILLMEYER	563 ~~580-9~~ 542-3635		"	"
Diane	Mohr	563-564-1360		52068	161 Solomia Ct
Dave	Mohr	563-564-1835		52068	161 Solomia Ct
Kevin	Behr	563-258-3024		52003	451 Woodlawn
Sue	Behr	563-258-3024		52003	451 Woodlawn
Mary Burke		563-4516397		52001	1081 Melrose
Burke					

CHECK IN SHEET

Date: July 21, 2026

Location: Grand River Center

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Riley	Miller	5635649408		thiriley-miller@gmail.com	
Jacquie	Miller	[illegible]		- 1285 Cleveland Ave	

DATA CENTER ROUND TABLE CHECK IN SHEET

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Becky	McGyers				2121 Ann St

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Location: Grand River Center

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
PAT	MULLIGAN	563 583 2262	[illegible]	52002	1626 AUNT COURT DUBUQUE IOWA
Benjamin	Day	563-541-5017	Benjamin.D.Day@gmail.com	52001	1626 Ellis St
John	Krayer	5635805669	Jakrayer@gmail.com	52003	14113 Kathleen ct
Jo	Kelley	9470618[illegible]	fleeMay318@gmail.com	52001	1311 Garfield Ave
Jason	White	563 599-3529		52040	[redacted]

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Location: Grand River Center

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Xander	Burbach	5632583332	xburbach@gmail.com	52001	1795 Lenas Blvd
Dress	Lenny	563 513-9701		52001	341 Groveland Place
James	Wilgren	563 [redacted]			[redacted]
Julia	Casella			52003	[redacted]
Becky	Meggers				[redacted]
Stephanie	Prull	561 371 5729		5200	660 W. 3rd
Chuck	Harris	563-451 9050	ChuckH444 @gmail.com	52001	2473 Jackson St
Dave Hienstead	Hienstead	563 542-7966			[redacted]
Mike	Walter		mikedwolt @hotmail.com	52001	6968 Olde Davenport Rd

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS

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Location: Grand River Center

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
John	Guerdet	563 599 7458	jgrunelt@Hotmail.com	52054	39949 230th AVE LaMotte Ia 52054
Kim	Foy	563-581-4824	foymom3@gmail.com	52003	1109 S. Grandview DBQ, IA 52003
Eric	Foy	563 599-9249	ERICFOY2020@GMAIL.COM	52003	" "
Teresa	Glover	818-631-3254	tiglover70@hotmail.com	52003	1444 Old Mill Rd DBQ, IA
Jeff	Glover	818-631 3312	jeffglover59@hotmail.com	52003	" "
CRAIG	TAKES	563-580-5243	craigjtakes@gmail.com	52039	13578 Burkant Furnace Road Durango
CATHY	BEHNKE	563-564 2321	ssudio1@gmail.com	52001	Dubuque
Jim	Gonyier	563 583-7675	jgonyier@meksi.com	52001	DBQ
MARY	MOODY	563 213-1755	mmgroning@gmail.com	52054	6697 Mitchell Mill RD.

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Henry	Suttie	608-587-1849	henrysutc@gmail.com	52001	1890 Alta Vista St
Zach	Shireman	563-542-5546	Zach@ibew289.com	52003	4951 Wakonda Ln
Nicole	"	"	"	"	"
Karen	Hoffmann	563-542-8700	Karenghoffmann@aol.com	52003	7780 Schueller Hgts Rd Dubuque
Colleen			Middle Rd	52001	
Ben	MOCK	563 588 5284	benjamesmock@gmail	52001	1298 Locust St. Dubuque IA
Alexx	Wintermote	563 663 1071	Alexx.Wintermote@gmail.com	52001	2713 Beverly
Danny	Spank	563 451-2489	dan.spank@gmail.com	52001	2473 Jackson St
Jessica	Oberbroeckling	563 542 3037	jloberbroeckling@gmail.com	52001	761 Rose St

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Lisa	Marzofka	542-4205	lisavsjade.gmail.com	52001	664 W. 7th St.
Pat	Marzofka	581-3478	pat.marzofka@gmail	5200	664 W. 7th St.
Arlona	Fredrickson	414-426-2046	amfredrks@gmail.com	52079	5422 St. Jos Prairie Rd Zwingle
Shirley	Foley	—	—	52002	2489 Wheatland
Sandy	Sanders	810-357-3035	erinsanders@mfalp@gmail.com	52001	440 Winona St
Ben	Gilstrap	563-663-6207	benjamingilstrap76@yahoo.com	52001	1693 Alta PL
Ann	Anderson	563-564-7961	Cornucopiamom@gmail.com	52003	235 S. Grandview
BRANDON	AHLER		ahler.brandon@gmail.com	52001	1893 WOOD ST.
DARLENE	BRANDEL	563-582-5707	—	52001	1346 ELM ST

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Michael Freyman			michaelfreyman@icloud.com	52001	[redacted]
John Markham				52003	[redacted]
Ellen Markham				52003	[redacted]
Alex	Metcalf			52002	[redacted]
Tom	Mess			52001	[redacted]
Molly	Gallagher			52001	1955 Hale St. DBQ,
Aubrey	Gitter		aagitter@gmail.com	52001	1025 Melrose Ter

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Justin	Goldberg	224-639-2070	jgoldberg1992@gmail.com	52001	300 Keen St Apt 2
Steve	Drahozal	563-542-4041	drativeiowa627@gmail.com	52001	683 W 11th St
Patz	Zaber		PZabes@gmail.com	52001	3074 Kane Ct.
Patrick	Stoffel		dexterdoodlecat@yahoo.com	52003	3535 Crescent Rdg
Nathan	Abdy		nathan.abdy@gmail.com	52002	1947 Hummingbird Drive
Reed	Gilstrap	563-663-5567	rg03world@gmail.com	52001	1693 Alta Pl.
Melissa	Gilstrap	563 663 6205	melgilstrap77@gmail.com	52001	1693 Alta Pl.
Kayla	Deegan	815 245 6360	kayla.deegan0288@gmail.com	52001	1597 Washington Street
Phyllis	Lee		Shopping55	5203	520 S. Franklin

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Ashley	Neises	609 695 6288	ashleyneises@gmail.com	52001	735 Rose St Dubuque IA
Justyna	Miranda	708 289 9805	justyna924@gmail.com	52001	2860 Central Ave. 52001
Bryce	Taylor	404-431-2302	bereezy@gmail.com	52001	1209 Highland pl
Steve	Meier	563 564 5451	Stevemeier38@Yahoo	52001	2520 Maryhood
Lyle	WILLENBUSCH	319-230-0443	dbgwilgenbusch@dbqarch.org	52003	2 Julien Dubuque Dr Apt. 15 Dubuque
Donald	Koepke	262. 994.6945	koepke.donald@gmail.com	52001	1893 Wood St.
Andrew	Kintzinger	563 581 1358	andrew.kintzinger@gmail.com	52001	110 Devon Dr
Rachel	Kintzinger	563 663 0253	rachelhefele@gmail.com	52001	11 Devon Dr
Donovan	Tann	717 419 2099	donovantann@gmail.com	52001	131 N Grandview Ave Dubuque
Chris	Westemeier	563 580 5949	crwestemeier@gmail.com	52001	614 1/2 Hill St Dubuque
Andrea	Grace	563 543 3644	andreagrace@hotmail.com	52001	384 Glenoak St DBQ

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
RON	COATES	563 543-5711		52003	8949 LAKE ELEANOR Rd Dub
Mary	Beck	563 571-7945	Marybeck90 gmail.com	52001	2971 Kaufmann Dubuque
John	[illegible]	563 495 [illegible]		52001	[redacted]
Natalee	Berg	563- 542-3719		52003	2431 Concord Ct Dubuque, IA
Jamie	Dient Davis	518 569 0912		52001	1530 Bird Dr Dubuque, IA 52001
Brad	Davis	563-920 5689	pradleydavisjr @gmail.com	52001	"
Rachel	Daack	563-557 3005	rkdaack@ gmail.com	52001	880 Laurel St Dubuque, IA 52001
Rachel	Wedewer	563-513 1415	Wedewer.Rachel @gmail.com	52003	2055 Winne Ct Dubuque, IA 52002
Tom	Riley	563 557-3005	PENNYROYALDOG@ GMAIL.COM	52003	880 LAUREL ST DUBUQUE 52003

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Kim	Mangers	563-599-8282	MDAVEMAN99@aol.com	52003	9421 Landeville Rd DBQ
Ali + Mike	Thomsen	319 573 5152	allisonkay28@hotmail.com	52001	2510 Merfeld Ln DBQ

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS

City resident
Non-resident
Unsure

DATA CENTER ROUND TABLE CHECK IN SHEET

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FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
Evan	Hudson	515 441 1267	evan.cooper.hudson@gmail.com	52001	741 W. 3rd St
Abigail	Huffman	563-500 7510	anneabigail06@gmail	52003	920 Rush St DBQ IA
Emily	Huffman	563-580 3333	jedeyelogic@gmail.com	52003	920 Rush Street
Zachary	Pickel	563-580-0739	zjpicks@gmail.com	52001	2815 Burden Ave
Victoria	Pickel	502-542-1730	vforafer12@gmail.com	52001	"
Mae	Hingtgen	563-235-9147	mhingtgen@ecia.org	52002	7600 Commerce Park DBQ 52002
Ken	Miller	815-541-1286	K.W.Miller.JR@gmail.com	52001	1820 Scenic View Dr DBQ, IA
Linda	Lillegard	402 739-7896	lillegard4@gmail.com	52003	910 Carmel Dr 52003
Taylor	Ruzicka Thea	641 529 1292	taylorthea@gmail.com	52001	1075 W 3rd DBQ

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS

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Location: Grand River Center

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS
JULIE	NEUMEISTER		jneumeister@hotmail.com		CITY of DSO
Mary	Clemen	563-542-6208	mclem1970@hotmail.com	52078	2751 340th Ave Worthington
Kaitlyn	Clemen	563-543-6933	kaitlynclemen007@gmail.com	52078	2751 340th ave worthington

FIRST NAME	LAST NAME	PHONE #	EMAIL	ZIP CODE	ADDRESS

DATA CENTER REGULATION

Considerations for the City of Dubuque

City Council Briefing — Options, Research, and Community Input

Prepared for Council discussion • August 2026

Can We Ban Data Centers — Completely and Forever?

LEGALLY POSSIBLE

— but it is the riskiest legal path available to Council

Why an Outright, Permanent Ban Carries Real Legal Exposure

- **Litigation precedent:** Communities that have pursued outright prohibition (e.g., voter-enacted bans) have faced sustained legal challenge and years of contested proceedings.
- **Takings & due process exposure:** A total, permanent prohibition on a lawful use is far more vulnerable to a regulatory-taking or substantive due process claim than a use-specific, standards-based ordinance.
- **Loss of negotiating leverage:** A ban forecloses the City's ability to negotiate siting, size limits, buffers, and community benefits — tools a standards-based ordinance preserves.
- **State preemption trend:** Several states have moved to limit local authority over data center siting; an aggressive ban invites the kind of conflict that accelerates preemption efforts.
  Iowa has not preempted local action to date but HAS adopted specific incentives for data centers based on sizing. See Iowa Code and Iowa Dept of Revenue info in supplemental research info.

Recommendation: Rather than an outright ban, staff recommends a thoughtful, standards-based ordinance that gives the City real control over siting, size, utilities, and community impact among other items.

Two Regulatory Approaches or a Blend

Communities generally choose one of two structures, or blend both

Zoning Ordinance Amendment

Regulate through existing zoning code

- Adds a “data center” definition and permitted-use table entries
- Applies existing district standards: setbacks, height, lot coverage
- Fastest to adopt — builds on a code Council already administers
- Best fit when impacts resemble other industrial/commercial uses

Standalone Data Center Ordinance

A dedicated chapter outside zoning

- Purpose-built standards: noise, water use, energy, decommissioning
- Can apply City-wide regardless of underlying zoning district
- Easier to update as technology and impacts evolve
- Best fit when data centers pose issues zoning code doesn't address

Combined Approach (Hybrid)

Zoning trigger + standalone standards

- Zoning code flags the use and sets a size threshold that triggers review
- Standalone chapter supplies the detailed operational conditions
- Lets Council calibrate scrutiny to project size (e.g., small vs. hyperscale)
- Most common approach among peer communities reviewed

Types of Data Centers & Size as a Trigger

Types of Data Centers:
https://heli.law.uiowa.edu/projects/datacentersiniowa/iowa-data-center-decision-tool-resources-and-tools

Edge Data Centers
Small facilities close to end users (Telecommunications infrastructure, smart cities)

Enterprise Data Centers
Built and used by a single organization (University systems, hospitals, banks, manufacturers)

Colocation Data Centers
Built to house equipment for multiple customers (City of Dubuque Data Center has capacity to lease space to others)

Hyperscale Data Centers
Very large, supporting massive computing needs (Major tech firms – Amazon, Google, Meta, Microsoft)

Sizing as a trigger: Several peer ordinances scale requirements to facility size — e.g., a square-footage or power-draw threshold that separates routine server rooms (no extra review) from large or hyperscale facilities (special exception, conditional use permit, or full standards-based review).

How Other Communities Across the Country Have Approached This

Community	Approach	Key Mechanism
Tippecanoe County, IN	Zoning amendment	2025 passage. Size threshold (10,000 sq ft) separates “data center” from “large data center”; smaller operations permitted to continue in certain zoning areas, larger facilities need special exception and have limited zoning areas in which to locate
Valparaiso, IN	Moratorium	Moratorium passed August 10, 2026 Originally proposed ordinance to allow upon issuance of a special use permit required for any data center in a heavy industrial area.
Franklin County, PA	Standalone chapter	May 20, 2026 passage. Added to the Subdivision & Land Development Ordinance ahead of any pending project, following two public hearings
St. Louis, MO	Hybrid	Public Comment through August 31, 2026 Zoning text amendment built from a review of multiple peer ordinances, tailored to local siting and community concerns
Monterey Park, CA	Ballot Issue	June 2, 2026 Ban on data centers
Eagan, MN	Temporary moratorium	February 2026 passage. One-year pause adopted to allow time to study and adopt permanent standards before new applications proceed. City sued by data center owner, lawsuit pending.

How Other Communities Across Iowa Have Approached This

Community	Approach	Key Mechanism
Linn County	Hybrid	18-month moratorium on Large Scale Data Centers through January 1, 2028 Ordinance adopted February 18, 2026. New zoning district (EU-3), water study required, water use agreement, economic development agreement required, noise limits, setbacks, light pollution limits, waste management plans, mitigation of infrastructure impacts (roads, emergency response)
Des Moines	Zoning Amendment	New use definition/size threshold within existing commercial use category
Johnson County	Moratorium	1-year moratorium in November 2025, new zoning ordinance to be drafted during moratorium
Allamakee County	Zoning	• Micro Data Centers limited to A-1, C-1, I-1, I-2 zoned areas • Large Data Centers prohibited except as permitted by Conditional Use in I-2 districts • 5-mile distance between micro data centers, 20-mile distance required between large data centers • Regulation on cooling methods, height, setbacks, fencing, landscaping, signage, noise, back-up power. • Additional requirements for large data centers: lighting, water quality protections, viewshed limitations, economic development agreement required, fire safety plan, emergency operations plan, roads, decommissioning
Palo	Zoning	Exclusive Data Center Use District Regulation on lighting, noise, road use, emergency response plan, economic development agreement required, setbacks, street access, parking, off-street loading, buffers, sewer and water connections, avoidance/mitigation of damage to public infrastructure, studies required

How Other Communities Across Iowa Have Approached This, Continued……

Community	Approach	Key Mechanism
Clinton	Hybrid	Adds definitions, creates new Data Center section, allows data centers in M-1, M-2, and M-3 Industrial Districts subject to standalone standards, plan submission required, setbacks, screening, orientation, development agreement may be required, water use, cooling, & protection, lighting, noise/vibration, traffic, access, & road use, emergency response, environmental, decommissioning, airport protection/FAA compliance
Dubuque County	Moratorium	12-month moratorium
Wapello County	TBD	August 11, 2026 -- work session
Jefferson County	Ordinance & Moratorium	August 11, 2026 -- adopted ordinance and 1-year moratorium
Jackson County	Moratorium	Through August 4, 2027
Floyd County	Moratorium	Through March 2, 2027

Research Base & Common Themes Across Ordinances

Research Materials Consulted

- **National League of Cities** – Fact Sheets. Understanding Data Centers, Data Centers & Environmental Considerations, and Community Strategies to Address Data Center Development & Operation
- **Urban Land Institute** – Local Guidelines for Data Center Development
- **Iowa College of Law, Hubbell Environmental Law Initiative**: Iowa Data Center Decision Tool – Helping communities prepare for data center discussions
- **Georgia Tech EPI Center** — Data Center Ordinance Hub (comparative review of 180+ Georgia jurisdictions' land-use standards & materials from across the country)
- **Additional materials provided** (Ordinances, Articles, Studies)

Themes Common to Most Ordinances

- Setback / buffer distances from residential uses and sensitive sites
- Water and energy consumption studies, disclosures, limits
- Noise standards tied to nearby zoning districts
- Façade, screening, and aesthetic requirements
- Decommissioning and site restoration obligations
- Size threshold that scales the level of review

Community Input Survey & Engagement Sessions

Mailed & Online Resident Survey

- Mailed to every residence in Dubuque. (31,000)
- Available online for anyone to complete.
- 3,777 total responses received (2,577 online, 1,200 paper)

Questions addressed:

1. **What are the most important topics a data center ordinance should address?** (From 1 = very important to 3 = not important)

2. **As the City considers rules for future data centers, which potential benefits are most important to you?** (From 1 = most important to 7 = least important)

3. **Which statement best matches your current opinion?**
   I would support a data center in Dubuque.
   I would support a data center if certain requirements are met.
   I would not support a data center in Dubuque.
   I am not sure and need more information.

4. Is there any other feedback you'd like to share? (open text box)

In-Person Roundtable Discussions

- July 21 and 27
- Approximately 400 attendees

Questions addressed:

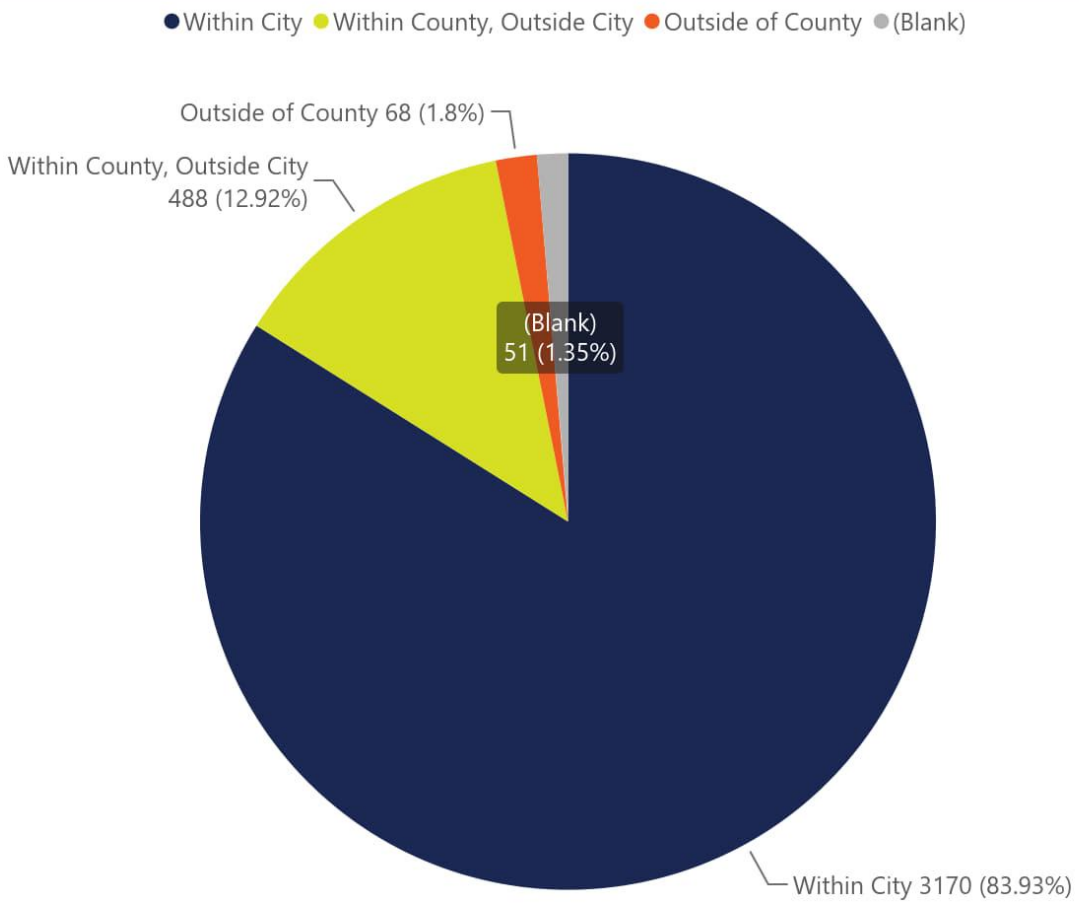
1. **What are the most important topics a data center ordinance should address?** (14 table discussion categories)

2. **Deep dive into topic of most interest to residents to explore specific concerns and potential ordinance language.**

3. **What community benefits should the City consider or prioritize?**

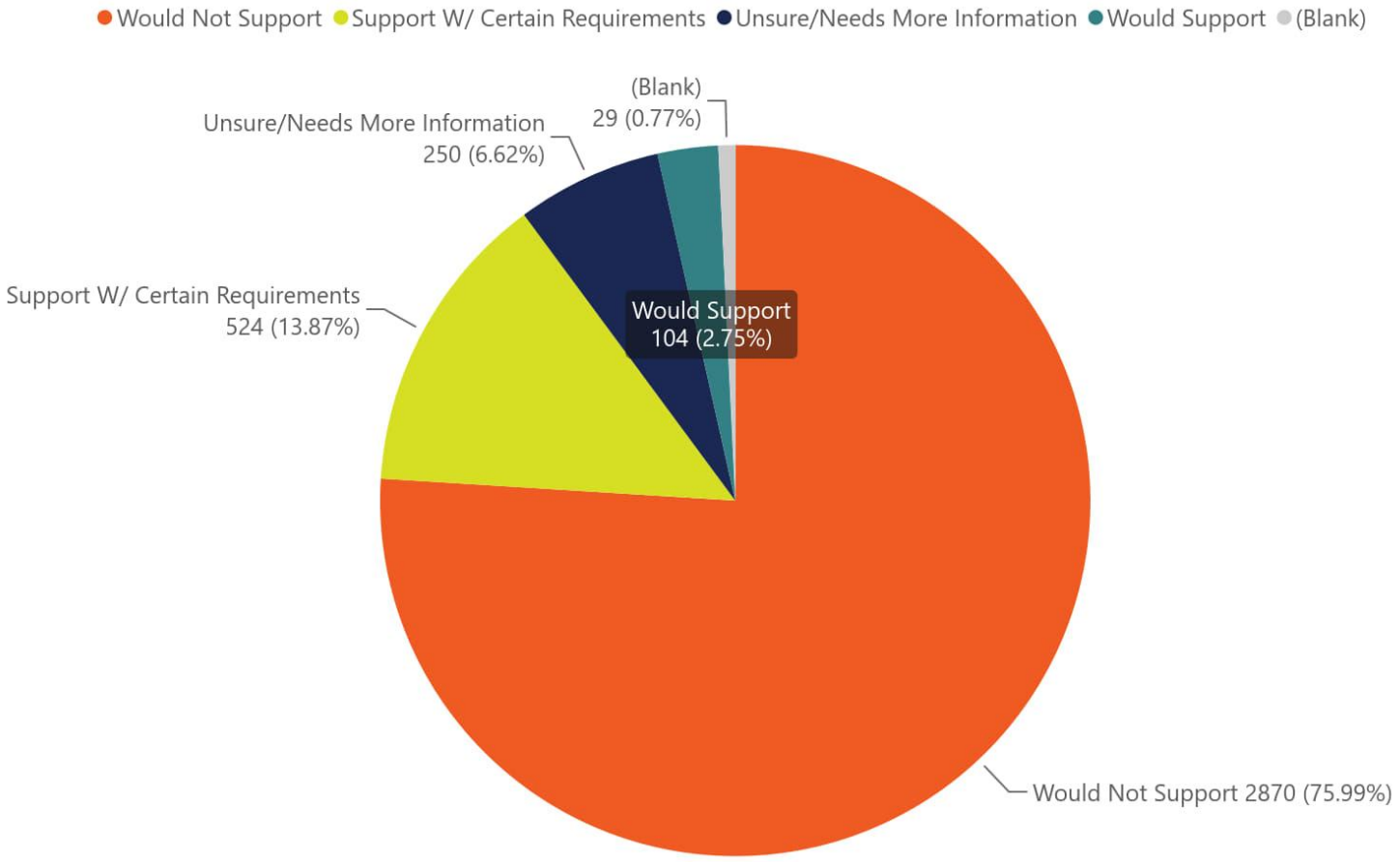
Survey Results

Where Do You Live?

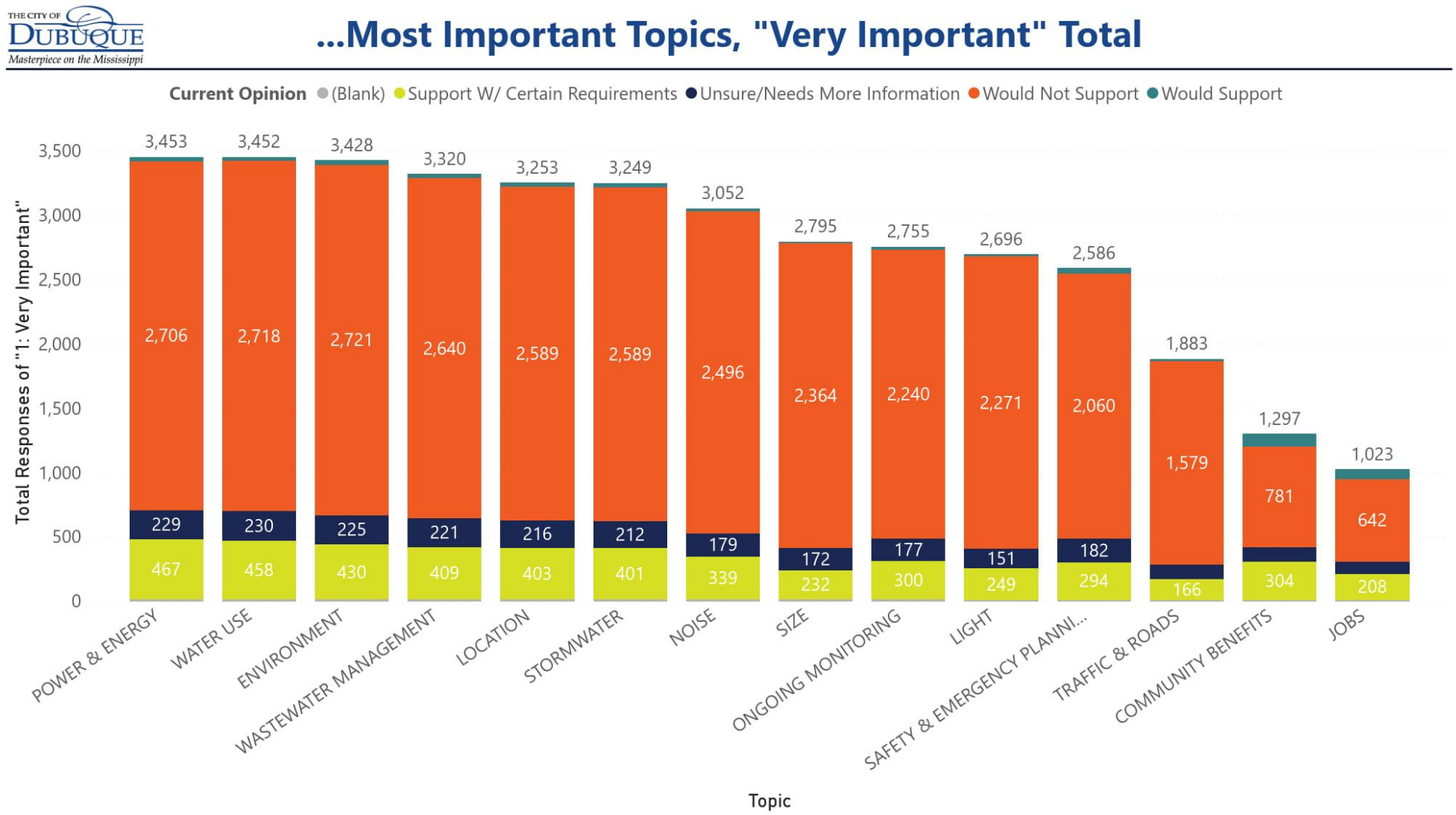


Survey Results

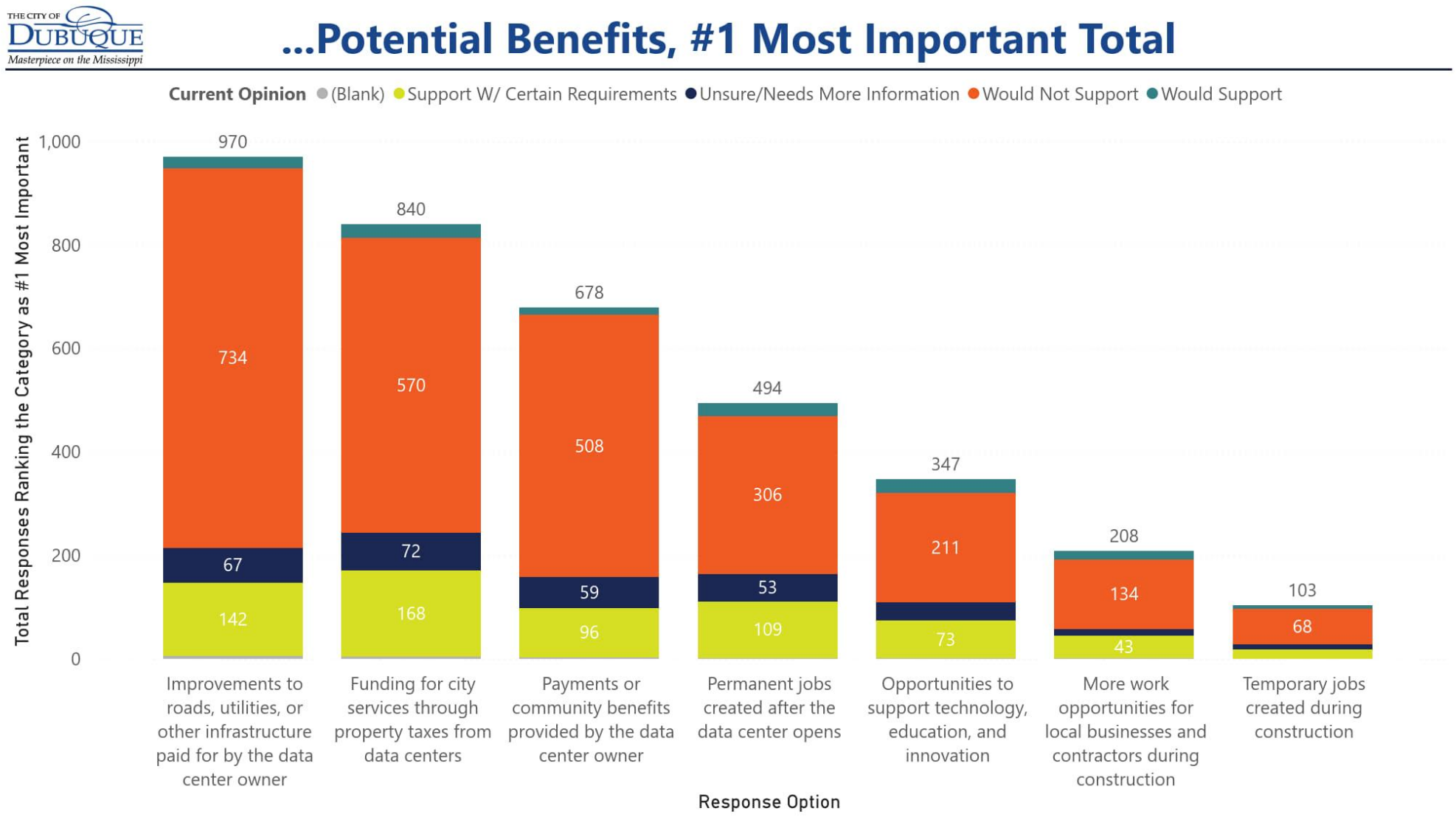
Which statement best matches your current opinion?



Survey Results

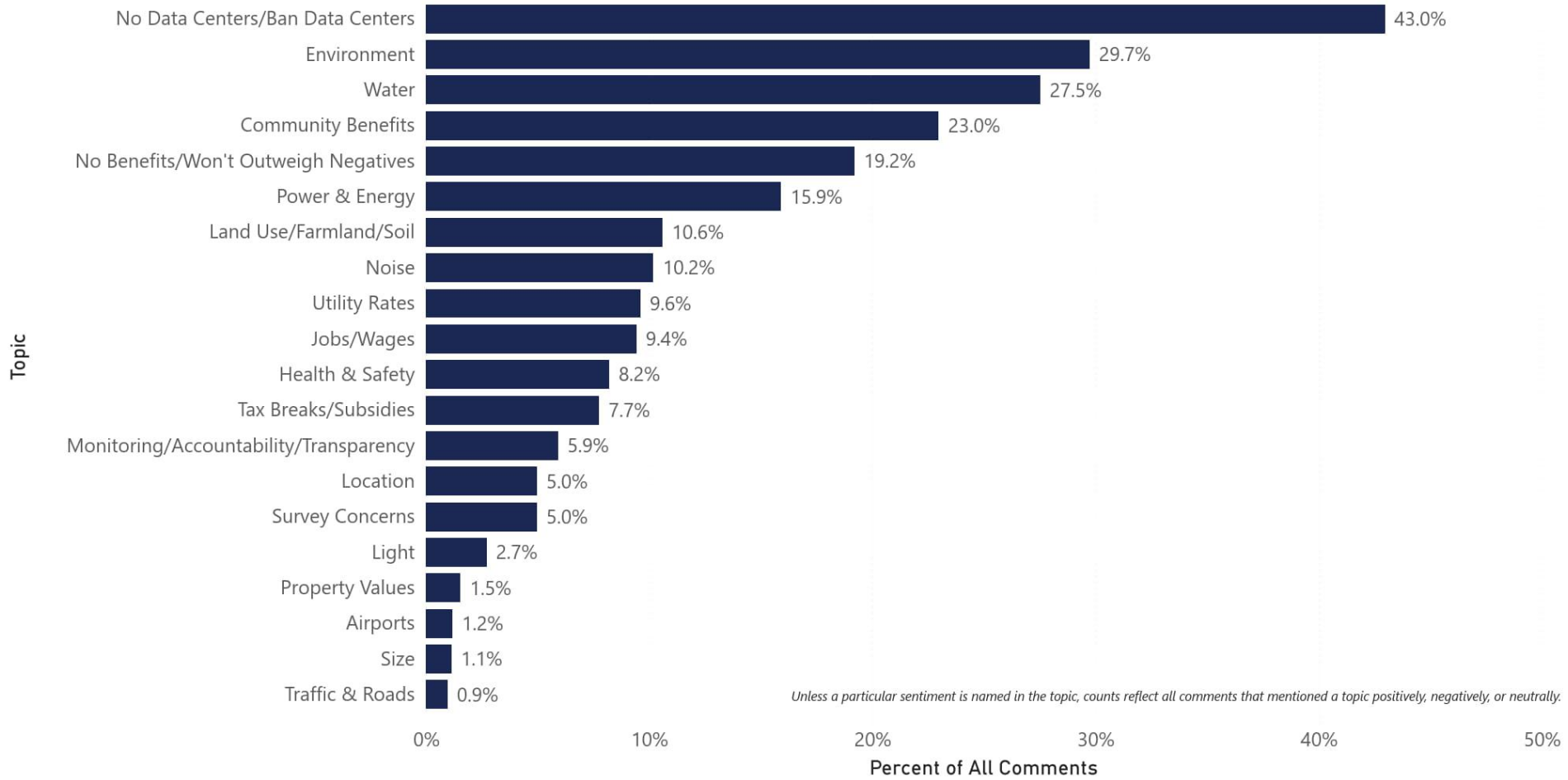


Survey Results



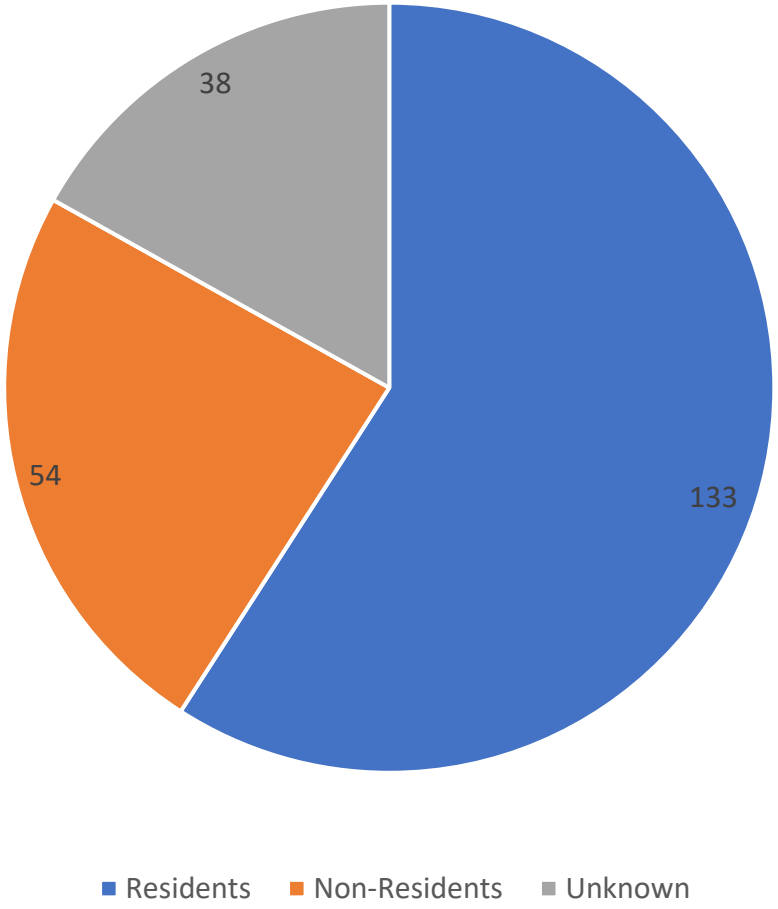
Survey Results

Is there any other feedback you'd like to share? (Open-Ended)



Roundtable Results

Approximately 400 people attended. Of those who provided personal information:



Which Issues Are Most Important To You?

1. Environmental Impact: Pollution, wildlife disruption, harm to farmland, water, human health

2. Location & Land Use: Distance from residential areas, farmland, environmentally sensitive zones, airport, schools, low-income neighborhoods

3. Noise & Light Pollution: impact on birds, sleep patterns, health, property values

4. Water Use & Quality: Consumption, contamination, wastewater, stormwater runoff. Can City's infrastructure support?

5. Power & Energy: Increased rates, strain on the power grid, reliance on non-renewable energy sources

6. Jobs & Economic Benefits: permanent jobs created for local residents, short-lived economic benefits

7. Ongoing Monitoring & Accountability: Distrust in self-reporting, concerns that enforcement must be robust and public

8. Community Process & Transparency: Transparency, Non-Disclosure Agreements, information accessible to the public

Recurring Solutions & Ordinance Rules Proposed

1. Strict Siting & Zoning Rules: Industrial zoning, buffer zones, no annexation/rezoning of farmland

2. Environmental Protections: Baseline assessments before construction, 3rd party monitoring, water protections

3. Noise & Light Regulation: Use World Health Organization and Dark Sky guidelines, public reporting

4. Power & Utility Rules: Self-generation, renewable energy, rate freezes for residents, no reduced rates or incentives for data centers

5. Job & Economic Requirements: mandates for local workers, permanent jobs with livable wages, local unions. No incentives or subsidies.

6. Enforcement & Accountability: Forced shutdowns for non-compliance, not fines. Upfront bonds to cover future costs.

7. Community Benefits: Should be shared equitably with priority for those most affected.

Direction Needed from Council

1. **Ordinance:** Yes or No

   If yes, then Structure:
   - Moratorium
   - Ban
   - Standalone Ordinance
   - Zoning Ordinance Amendment
   - Combined Approach

2. **Scope:** If moratorium, for how long? If standalone, zoning, or combined approach, should regulation apply city-wide, or only to specific zoning districts?

3. **Sizing (if applicable):** Should there be a size threshold that triggers heightened review? If yes, what size?

4. **Timeline:** Target schedule, depends on City Council Direction. See Next Slide

Direction Needed from Council

4 **Timeline:** Target schedule, depends on City Council Direction.

For Example:

- Standalone, Zoning, or Hybrid Ordinance:
  - November 2, 2026, Draft presented for Council discussion & feedback
  - November 4, 2026, Zoning Commission Review & Consideration (IF APPLICABLE)
  - November 16, 2026, First Reading
  - December 7, 2026, Second Reading
  - December 21, 2026, Final Reading
- Moratorium: September 8, 2026
- Ban: September 8, 2026

Amendment #20 to Zoning Ordinance L

AN AMENDMENT TO THE ALLAMAKEE COUNTY ZONING ORDINANCE L TO ADD REQUIREMENTS FOR DATA CENTERS

SECTION 1. PURPOSE

The purpose of this Amendment is to establish the minimum requirements for and regulation of any applicant/developer/owner engaged in the construction, erection, placement, location, maintenance, modification, operation, and/or decommissioning of Data Centers in Allamakee County in a manner that preserves and protects the rights, privileges, and property of the county and its residents, that ensures the protection of the health, safety, and welfare of the county's residents, and that provides an opportunity for economic growth and development.

SECTION 2. DEFINITIONS

Cryptocurrency: Digital or virtual currency not issued by any central authority that is designed to function as a medium of exchange and that uses encryption technology to regulate the generation of units of currency, to verify fund transfers, and to prevent counterfeiting.

Cryptocurrency mining: The commercial process by which cryptocurrency transactions are verified and added to the public ledger, known as the blockchain, and the means through which new units of cryptocurrency are released.

Cryptocurrency Mining Center: A data center engaged in cryptocurrency mining.

Data Center (also known as a High-Density Computing Facility): A permanent or temporary structure, such as a building, a cargo container or similar storage container, that houses or provides space to house a group of networked server computers in one physical location to centralize the storage, management, and dissemination of data and information about a particular business, taxonomy, or body of knowledge.

Large Scale Data Center (LDC): A data center with a maximum power capacity greater than 3MWs (Megawatts). An LDC typically houses 2000 or more servers.

Micro Data Centers (MDC): Also referred to as Edge Data Centers, a Micro Data Center is a small-scale or localized facility, often serving as an edge computing site or corporate enterprise data center, typically housing 500 to 2,000 servers, having a maximum power capacity equal to or less than 3 MWs (Megawatts), and designed as modular, high-security, or powered-shell units to support localized data needs. MDCs or buildings containing MDCs shall be no larger than 865 square feet.

Sensitive Area: A geographic area defined by natural features where there is a significant risk of groundwater degradation from action activities conducted at, under, or near the land surface. Sensitive areas include, but are not limited to, sinkholes, rivers, streams, creeks, natural springs, lakes, farm ponds, wetlands, karst topography, and public water supplies.

SECTION 3. CLASSIFICATIONS

Micro Data Centers (MDCs) are prohibited in Allamakee County outside of the following districts: A-1 Agricultural District, C-1 Commercial District, I-1 Limited Industrial District, and I-2 General Industrial District, and shall require issuance of a building permit prior to creation.

Large Data Centers (LDCs) are prohibited in Allamakee County, except as permitted by Conditional Use in the I-2 General Industrial District and shall require issuance of a building permit prior to creation.

MDCs and LDCs are strictly prohibited from using groundwater or surface water for cooling purposes. Air-cooled or closed-loop, non-evaporative systems shall be the only cooling methods allowed for MDCs or LDCs in Allamakee County.

No MDC in Allamakee County shall be located less than five (5) miles from another MDC within the county.
No LDC in Allamakee County shall be located less than twenty (20) miles from another LDC within the county.

SECTION 4. GENERAL APPLICATION REQUIREMENTS

MDC and LDC Application. Applications for an MDC and LDC must identify all owners and leaseholders of the property and the operator of the proposed MDC and LDC site. The application shall be submitted to the Allamakee County Zoning Administrator. Each application shall contain, at minimum, all of the following:

1. **Identity**. The full identity and contact information for all owners/leaseholders/operators of the proposed
   data center.
2. **Project Description**. A description of the project, including development timeline, location of proposed buildings and parking areas, and the approximate number of anticipated employees.
3. **Height**. MDCs and LDCs shall comply with the building height limitations set forth for principal structures in the underlying zoning district.
4. **Setbacks**. MDCs shall maintain a minimum five hundred (500) feet setback from dwellings, mobile homes, cabins, and occupied community buildings and comply with NFPA 75, *Standards for the Fire Protection of Information Technology Equipment* requirements related to setbacks and buffers, with the more restrictive setback/buffer applied. Property line setbacks shall be the same as required for principal structures in the underlying zoning district. in which the MDC is located.
5. **Fencing Requirements**. All fencing shall be constructed and maintained in accordance with the requirements set forth in Section 110 of the National Electric Code. Fencing shall be constructed and maintained in good condition, as determined by the Allamakee County Zoning Administrator, throughout the life of the project. Fences, gates and warning signs must be maintained in good condition until the MDC or LDC is dismantled and removed from site.
6. **Landscaping**. All areas within fifty (50) feet of the MDC or LDC site shall be cleared of combustible vegetation and other combustible growth and remain cleared as long as the MDC or LDC remains.
7. **Signage**. Signage shall follow ANSI Z535 and shall include the following information:
   a. The type of technology associated with the MDC or LDC, and any special hazards associated with the MDC or LDC;
   b. The type of fire suppression system installed in and around the MDC or LDC; and
   c. 24-hour emergency contact information as required by the National Electric Code (NEC), disconnect and other emergency shutoff information shall be clearly and prominently displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.

8. **Noise**. The 1-hour average noise generated from the MDC or LDC, or any of its components, or associated ancillary equipment shall not exceed a noise level of fifty- five (55) dBA or sixty (60) dBC as measured outside of any non-participating dwelling, cabin, mobile home, or occupied community building or the property line, whichever is closer. Applicants shall submit equipment and component manufacturer noise ratings at the time of application to demonstrate compliance.
   a. At the discretion of the Zoning Administrator, the applicant may be required to provide Operating Sound Pressure Level measurements before and after construction from a few sampled locations, to be determined by the Zoning Administrator, at the perimeter of a comparable MDC or LDC to demonstrate compliance with this standard.
   b. The applicant may be required to document the decibel level if there is a complaint on an operational system. At the discretion of the Zoning Administrator, the owner shall commission a report providing Operating Sound Pressure Level measurements from a reasonable number of sampled locations, to be determined by the Zoning Administrator, at the outside wall of any non-participating dwellings, cabins, mobile homes, occupied community building, or the property line to demonstrate compliance with this standard.
   c. The average hourly decibel level of both dBA and dBC may be exceeded during short-term events such as severe windstorms.
9. **Backup Power Plan**. A description of a backup power plan, describing the fuel source and expected usage of any standby, backup, or temporary power generation systems, shall be required. The plan shall identify the anticipated number and size of generators or other power units, anticipated testing frequency and duration, anticipated noise and emission control measures, and anticipated fuel storage or delivery methods. The plan shall certify that the data center will remain in strict compliance with all applicable local, state, and federal permitting requirements.
   a. Any diesel generators used shall be Tier IV backup generators.
   b. Natural Gas Turbines shall use attached Selective Catalytic Reduction (SCR) units and shall use ammonia, not urea, as the catalyst. All gas turbines must meet state and federal emission standards.
10. **Site Plan**. A site plan shall be submitted showing preliminary structure details and location, fencing details and location, landscaping plan, signage, location of underground and above ground transmission facilities, project development timeline, and any other pertinent information as required by the Zoning Administrator. Prior to issuance of any building permit(s), the Zoning Administrator may approve minor modifications to the preliminary site plan to account for reasonable engineering optimization and final selection of equipment. The site plan application shall additionally include and conform to the following:
   a. Power and Communications Lines.
      i. On-site power and communications lines between MDC or LDC units shall be placed underground to the extent feasible and as permitted by the serving utility. The main service connection at the utility company right-of-way, and any new interconnection equipment, may be located above ground.
      ii. New power and communications lines running from the on-site system(s) to interconnections with structures off-site shall be buried underground to the extent feasible and as permitted by the serving utility.
      iii. At the discretion of the approving authority, power and communications lines may be allowed to be unburied in the following circumstances:

1. When elements of the natural landscape, such as but not limited to shallow bedrock and water courses, and/or existing infrastructure, interfere with the ability to bury lines.
2. When distance makes placing the lines underground infeasible.

b. An electrical diagram detailing the MDC or LDC layout, associated components, and electrical interconnection methods, in compliance with National Electrical Code disconnects and overcurrent devices.
c. A preliminary equipment specification sheet that documents the proposed MDC or LDC components, inverters and associated electrical equipment that are to be installed. A final equipment specification sheet shall be submitted before the issuance of building permit(s).
d. The name, address, and contact information of the proposed system installer and the owner and/or operator of the MDC or LDC. The identity of the final system installer shall be submitted before issuance of the building permit(s).
g. MDCs or LDCs shall comply with the latest published version of The National Fire Protection Association (NFPA) 75 and 76, the *Standard for the Fire Protection of Information Technology Equipment and Standards for the Fire Protection of Telecommunications Facilities,* as of the date of the submission of the application.

11. **Operations and Maintenance Manual**. The applicant shall provide an ongoing maintenance schedule for the MDC or LDC, as well as for the general upkeep of the property.
12. **Fire Safety Compliance Plan**. The applicant shall document and describe how the fire safety system and its associated controls will function and be maintained in proper working conditions.
13. **Ice Mitigation Plan**. The applicant shall provide an ice mitigation plan concurrent with the applicant's describing the policies and procedures to be followed to prevent the buildup of ice on neighboring properties and roadways.
14. **Insurance**. Evidence of general liability insurance coverage shall be submitted to the Zoning Administrator, prior to commencement of any construction in Allamakee County. The evidence of general liability insurance shall be in the form of a certificate of insurance satisfactory to the Zoning Administrator, and shall show general liability insurance coverage for the installation and operation of the MDC, LDC, or coverage of such specifically provided under a homeowner's or business owner's insurance policy.
15. **Proposed Electric Consumption Verification.** Written verification from the MDC's or LDC's proposed power provider, stating the applicant, has calculated the maximum planned electrical consumption of the proposed use and has verified the utility supply and related electrical infrastructure is sufficient to accommodate the applicant's proposed use.

SECTION 5 ADDITIONAL LARGE DATA CENTER (LDC) REQUIREMENTS

All LDCs are subject to the requirements outlined above in Section 4. General Application Requirements, in addition to the following:

1. **Setbacks**. LDC setbacks shall comply with NFPA 75 and 76 requirements related to setbacks and buffers, or said setbacks below, whichever is greater. All other setbacks and buffer requirements dictated by NFPA 75 and 76 shall be followed/adhered to.
    a. 200 feet to property lines.
    b. 1000-foot setback from dwellings, mobile homes, cabins, and the outermost wall of a place of public assembly.
2. **Site and structure requirements**, including:
    a. Stormwater management plan.
    b. Stormwater pollution prevention plan.
    c. Erosion and sediment control plan.
    d. All LDC production equipment (computers, servers, etc.) shall comply with currently recognized Iowa State Building Code requirements. Said structure(s) shall be placed on a permanent foundation.
3. **Lighting Plan.** A lighting plan shall be submitted providing details of the light spread and intensity diagrams, fixture specifications, and mounting height details. Any lighting used for outdoor illumination on the property shall be full cut-off fixtures so that light does not shine upward nor adversely impact adjoining property. Outdoor lighting for LDCs shall adhere to a lighting schedule agreed upon by the applicant and board members during the Conditional Use Permit procedure.
4. **Water Quality Protections:** LDCs shall not be built within 1000 feet of a known mapped sensitive area and shall not be built within 1500 feet of a sinkhole. LDCs built within ½ mile of a known sensitive area must adhere to a water protection plan, which shall include the installation and maintenance of a buffer strip of perennial grasses and/or native trees with a minimum 30-foot width around the sensitive area. The installation of the buffer around the sensitive area shall be performed by the Natural Resources Conservation Service (NRCS) or an approved 3rd party qualified to install and maintain buffers that control runoff. Reports of compliance shall be provided to the Zoning Administrator at the time of completion and every three years thereafter. The cost of installation and maintenance of the buffer around the sensitive area shall be incurred by the LDC owner. Any State of Iowa or a Federal Regulatory Agency water quality restriction which is more restrictive than that provided in this ordinance shall supersede this portion of the ordinance.
5. **State and National Byway Visual Resource Protections and Intrinsic Area Resource Protections:** No LDC shall be allowed within the viewshed or 1 miles, whichever is greater, of the center line from each side of a Scenic Byway. It is recognized that Allamakee County, Iowa has a Driftless Scenic Byway that traverses east and west across the county, and The National Great River Road, which runs north and south through the county.
6. **Development Buffers around Incorporated City Limits:** No LDC shall be built within 2 miles of an incorporated city limit. The purpose of this buffer is to prevent locking up prime land for potential city expansion.
7. **Economic Development Agreement:** Before or contemporaneously with the

rezoning to the I-2 zoning district, the applicant for a large-scale data center (LDC) shall enter into an Economic Development Agreement ("EDA") with the County, approved by the Allamakee County Board of Supervisors. The purpose of the EDA is to establish ongoing cooperation between the County and the project operator, a description of any incentives that the project operator will receive (subject to the terms of the EDA), and to provide ongoing contributions that advance the County's fiscal, infrastructure, and community goals related to hosting LDC facilities. The County shall retain full reasonable discretion to determine the form, structure, and use of funds or benefits provided under any EDA. At a minimum, the agreement shall provide for the creation of a Community Betterment Fund or similar mechanism to support public infrastructure, services, environmental protection, workforce development, or other community benefits, as determined by the Board of Supervisors. Additionally, as part of the EDA, the applicant shall consider implementing a Property Value Protection Plan. The purpose of the Property Value Protection Plan is to address potential impacts to nearby residential property values associated with the development and operation of the LDC. Nothing in this section shall limit the County's authority to negotiate terms appropriate to the scale, location, and nature of a specific project, or to enter into separate agreements addressing road use, infrastructure improvements, or other matters related to the development of the LDC.

8. **Fire Safety Compliance Plan**
   a. Applicant shall be responsible for ensuring that firefighters of the designated area are site-specifically trained and equipped in accordance with current NFPA standards.
   b. An applicant shall have a minimum of one meeting annually with local fire department(s), the Allamakee County Sheriff Department, and Allamakee County Emergency Management to go over updates related to emergencies, preparedness, and procedures, and any changes to the Operations and Maintenance Manual and Emergency Operations Procedures.
9. **Emergency Operations Plan**. A copy of the approved Emergency Operations Plan shall be provided to the system owner, the local fire department(s), the Allamakee County Sheriff's Office, and Allamakee County Emergency Management. A copy shall also be placed in an approved location on-site to be accessible to facility personnel, fire code officials, and emergency responders. The Emergency Operations Plan shall include at a minimum the following information:
   a. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for a safe start-up following cessation of emergency conditions.
   b. Procedures for inspection and testing of associated alarms, interlocks, and controls.
   c. Procedures to be followed in response to specifically identified alerts from the LDC.
   d. Identification of management systems that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed-upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.

10. **Roads**. Applicants shall take measures to avoid damaging public roads and shall be responsible for the mitigation of damage to public roads. At the discretion of the Allamakee County Engineer, a "Public Roads Damage Avoidance and Mitigation Plan" shall be required and be in accordance with the following standards:
    a. **Identification of Potential Roads Usage**. The applicant shall identify, in consultation with the Allamakee County Engineer, all state and local roads to be used within Allamakee County to transport equipment, parts, and materials for the construction, operation or maintenance of the LDC and related components.
    b. **Documentation of Road Conditions**. Before construction, the Allamakee County Engineer shall document the current road conditions of the roads identified for use, with all associated costs of such being to the applicant. The County Engineer shall document the road conditions again within thirty (30) days after construction is complete, weather permits.
    c. **Road Preparation and Damage**. Any road preparation or maintenance necessitated by the proposed LDC or damage caused by the applicant or its contractors during construction or decommissioning shall be completed or repaired within 9 months of completion of construction or decommissioning, at the applicant's expense. Emergency repairs will be initiated by the Allamakee County Engineer, which may be necessary to restore traffic daily, and the costs thereof assessed to applicant.
        i The applicant shall demonstrate that it has appropriate financial resources to ensure repair of damaged roads.

12. **Decommissioning and Site Reclamation Plan**. A Decommissioning and Site Reclamation Plan shall address and/or ensure the following standards:
    a. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.
    b. The anticipated life of the LDC.
    c. The estimated decommissioning costs and method of ensuring funds will be available.
    d. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the LDC, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed.
    e. A listing of any contingencies for removing an intact operational LDC from service, and for removing an LDC from service that has been damaged by a fire or other damaging event.
    f. That following a continuous one-year period in which there is no activity at the LDC, the permit holder will have one year to complete the decommissioning of the LDC. At the discretion of the Zoning Administrator, the continuous one-year period that triggers decommissioning may be extended if the applicant demonstrates an ongoing commitment to the project through activities such as making lease payments or documentation of ongoing maintenance or repairs.
        i. Decommissioning shall be completed in accordance with the approved decommissioning plan.
        ii. The landowner or tenant shall notify the Zoning Administrator both when the project is discontinued and when decommissioning is complete.

iii. At the discretion of the Board of Adjustments, financial surety may also be required.

SECTION 6. TIMELINE

Within 45 days following the Zoning Administrator's receipt of a completed application for an LDC, the Zoning Administrator shall hold a Public Informational Meeting at a regularly scheduled Board of Adjustments meeting. All property owners within two thousand (2000) feet of the property for which the Conditional Use is being requested shall be contacted, prior to the Public Information Meeting, to inquire as to their approval or disapproval of said permit, and notify them of the time and place of the meeting. The applicant has the option to be in attendance at said meeting to address any questions the public/notified property owners may have. A Public Notice of Informational Meeting for an LDC site will be published in the newspapers of record 4-20 days before the Board of Adjustments meeting.

If any section, provision, sentence, clause, phrase, or part of this Amendment shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Amendment as a whole or any section, provision, sentence, clause, phrase, or part not adjudged invalid or unconstitutional.

This Amendment shall be in full force and effect from and after its final passage, approval, and publication as provided by law.

First Reading: March 30, 2026

Second Reading: April 6, 2026

Third Reading: April 13, 2026

Amendment #20 to County Ordinance L (the Allamakee County Zoning Ordinance) is hereby approved and adopted on this 13 day of April 2026

Thomas Clark, Chairman, Allamakee County Board of Supervisors

Daniel Byrnes, Member, Allamakee County Board of Supervisors

Dennis Keatley, Member, Allamakee County Board of Supervisors

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 159 OF THE CODE OF ORDINANCES OF THE CITY OF CLINTON, IOWA, BY ADDING DEFINITIONS AND A NEW § 159.033 GOVERNING DATA CENTERS, AND BY AMENDING §§ 159.030, 159.031, AND 159.032 TO ALLOW DATA CENTERS IN THE M-1, M-2, AND M-3 INDUSTRIAL DISTRICTS SUBJECT TO STANDALONE STANDARDS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLINTON, IOWA:

SECTION 1. PURPOSE AND INTENT.

The purpose of this Ordinance is to establish clear, reasonable, and predictable regulations for the siting, construction, expansion, operation, and continuing compliance of data centers within the City of Clinton.

The City finds that data centers may provide substantial economic development benefits, including tax base growth, construction activity, long-term employment, and significant private investment in real property and utility infrastructure. The City further finds that data centers may involve substantial demands upon public infrastructure and may create concerns relating to water use, electric demand, lighting, noise, vibration, emergency response, stormwater, roadway impacts, and compatibility with nearby land uses.

It is the intent of this Ordinance to:

(A) allow data centers as a principal use in appropriate industrial zoning districts within the City;
(B) require adequate advance planning for utility demand, water use, stormwater management, noise mitigation, roadway impacts, emergency response, and buffering;
(C) protect the public health, safety, and welfare, surrounding properties, and City infrastructure;
(D) provide a review process that is transparent and coordinated while not treating a data center as a special use unless otherwise expressly required by another provision of the City Code; and
(E) preserve the City's ability to require project-specific development agreements, road use agreements, utility agreements, water use agreements, and similar infrastructure-related protections where appropriate.

SECTION 2. DEFINITIONS.

Ordinance NO. - AN ORDINANCE AMENDING CHAPTER 159 OF THE CODE OF ORDINANCES OF THE CITY OF CLINTON, IOWA, BY ADDING DEFINITIONS AND A NEW § 159.033 GOVERNING DATA CENTERS, AND BY AMENDING §§ 159.030, 159.031, AND 159.032 TO ALLOW DATA CENTERS IN THE M-1, M-2, AND M-3 INDUSTRIAL DISTRICTS SUBJECT TO STANDALONE STANDARDS

Section 159.004 of the Code of Ordinances of the City of Clinton, Iowa, is hereby amended by adding the following definitions:

“DATA CENTER” means a building, structure, or facility, or group of buildings or structures, used primarily for the centralized storage, processing, management, transmission, or distribution of digital data or information through computer servers, telecommunications equipment, cloud computing equipment, colocation systems, network equipment, digital storage systems, or similar information technology infrastructure, including facilities dedicated data mining or cryptocurrency. A data center may include accessory office space, maintenance facilities, employee support facilities, security facilities, backup power generation, battery energy storage systems, cooling systems, substations, switchyards, solar arrays, water treatment systems, water recycling systems, district energy or microgrid infrastructure, and other support facilities customarily incidental to the principal use. This definition generally encompasses HYPERSCALE DATA CENTERS, as defined herein, except where said hyperscale data centers are treated differently in this Chapter due to their definitional criteria.

“DATA CENTER CAMPUS” means one or more data center buildings and related accessory structures, equipment, infrastructure, or phased improvements located on one or more parcels under common ownership, common control, or a unified development plan.

“DATA CENTER DEVELOPMENT PLAN” means the site plan, engineering materials, studies, utility information, operational plans, agreements, and supporting materials required under § 159.033 before construction or operation of a data center.

“SENSITIVE RECEPTOR” means a residential dwelling, residentially zoned property, school, daycare, hospital, nursing home, church, public park, place of public assembly, or other use determined by the City to be especially sensitive to noise, lighting, vibration, traffic, or similar off-site impacts.

“WATER-EFFICIENT COOLING SYSTEM” means a cooling system designed to minimize potable water consumption through the use of closed-loop cooling, air cooling, zero-water cooling, hybrid cooling, recycled water, non-potable water, water reuse, or another technology acceptable to the City based on site-specific review and available infrastructure.

“HYPERSCALE DATA CENTER” as distinguished from a “DATA CENTER” defined above, means a data center facility, campus, or group of buildings under common ownership or control that is designed, constructed, or operated to support large-scale computing, cloud, or data storage operations, and that meets one or more of the following thresholds:

A. The facility contains or is designed to contain more than 100,000 square feet of gross floor area devoted to data center operations; or

B. The facility has an aggregate critical IT load or total electrical demand capacity of 20 megawatts or greater; or

C. The facility is part of a multi-building or campus-style development intended to operate as a unified data processing complex with shared infrastructure, including but not limited to substations, cooling systems, backup power generation, or network connectivity.

A hyperscale data center is distinguished from a standard or enterprise data center by its scale, intensity of utility usage, continuous operation, and associated infrastructure impacts, including but not limited to power generation, cooling systems, and network capacity requirements.

SECTION 3. NEW SECTION ADDED.

Chapter 159 of the Code of Ordinances of the City of Clinton, Iowa, is hereby amended by adding a new § 159.033 as follows:

§ 159.033 DATA CENTERS.

(A) Applicability.

(1) This section applies to all new data centers and data center campuses constructed, expanded, or operated within the City after the effective date of this Ordinance.

(2) No zoning permit, building permit, grading permit, utility connection approval, certificate of occupancy, or other City approval shall be issued for a data center until the applicant has complied with this section.

(3) Approval under this section shall be processed as a Data Center Development Plan approval and shall not be treated as a special use permit unless otherwise expressly required by a separate provision of this Code.

(4) A data center shall also comply with all other applicable provisions of Chapter 159, including but not limited to height and area requirements, supplemental regulations, zoning permit requirements, off-street parking and loading requirements, and sign regulations, except as specifically modified by this section.

(B) Permitted Districts.

Data centers and data center campuses shall be permitted principal uses only in the M-1 Industrial (Light), M-2 Industrial (Heavy), and M-3 Industrial (Park) Districts, subject to compliance with this section.

(C) Data Center Development Plan Required.

Before any permit is issued for a data center, the applicant shall submit a Data Center Development Plan to the City. The plan shall be reviewed by the Zoning Administrator, City Administrator or designee, Building Official, Fire Marshal, Public Works Director, City Engineer, and such outside consultants as the City deems reasonably necessary. The Data Center Development Plan shall include, at minimum:

(1) legal description of the project area and all parcels included in the proposed campus
(2) documentation of ownership, leasehold interest, purchase agreement, option, or other legal control of the property;
(3) a project narrative describing the proposed facility, including building sizes, number of buildings, phasing, estimated construction timeline, approximate number of employees, anticipated construction traffic, and anticipated operational traffic;
(4) a site plan showing all proposed buildings, equipment yards, substations, switchyards, backup generators, battery energy storage systems, cooling equipment, water facilities, access drives, parking, loading areas, security features, fencing, landscaping, stormwater facilities, utility connections, lighting, and setbacks;
(5) a utility plan showing proposed water, sanitary sewer, storm sewer, electric, fiber, gas, and other utility infrastructure;
(6) a water use plan and water study as required by subsection (H);
(7) written verification from the electric utility provider that the maximum projected electrical demand has been disclosed and that the utility provider has reviewed the capacity and infrastructure needed to serve the project;
(8) a lighting plan as required by subsection (J);
(9) a pre-construction noise and vibration study as required by subsection (K);
(10) a transportation impact analysis and construction traffic/road use plan as required by subsection (L);
(11) a stormwater management plan, erosion control plan, and stormwater pollution prevention plan, if applicable;
(12) an emergency response and fire safety plan as required by subsection (M);
(13) a backup power and fuel storage plan as required by subsection (N);
(14) a waste management and decommissioning plan as required by subsection (O);
(15) a community communication and complaint response plan;

(16) identification of any requested City incentives, tax increment financing, public improvements, or cost-sharing requests; and

(17) such other engineering or technical information as the City reasonably requires to determine compliance with this section.

(D) Review and Approval Procedure.

(1) The Data Center Development Plan shall be submitted to the Plan Commission for review and recommendation.

(2) After receiving the Plan Commission recommendation, the City Council may approve, approve with conditions, or deny the Data Center Development Plan by resolution.

(3) The City Council may approve the Development Plan only upon finding that:

(a) the project is located in an allowed zoning district;

(b) the project has adequate access, utilities, and public infrastructure, or will provide the improvements necessary to achieve the same;

(c) potential impacts related to noise, water use, power demand, lighting, vibration, traffic, emergency response, stormwater, and surrounding land uses have been reasonably addressed;

(d) the project complies with this section and other applicable City ordinances; and

(e) the project will not create an unreasonable adverse impact on public health, safety, welfare, City infrastructure, or surrounding properties.

(4) Approval of a Data Center Development Plan shall not eliminate the need for building permits, utility permits, grading permits, fire code compliance, state or federal permits, or any required development agreement.

(E) Setbacks.

(1) Principal data center buildings shall be set back at least one hundred (100) feet from all exterior property lines.

(2) Principal data center buildings shall be set back at least five hundred (500) feet from any residentially zoned property, existing residential dwelling, school, daycare, hospital, nursing home, church, public park, or place of public assembly. In the case of hyperscale data centers, said set back requirement shall be at least one thousand (1000) feet.

(3) Outdoor mechanical equipment, backup generators, battery energy storage systems, cooling equipment, transformers, substations, switchyards, and similar equipment shall be set back at least five hundred (500) feet from any existing residential dwelling or residentially zoned property unless the City Council approves a lesser setback based on a professional noise study, screening plan, safety review, and specific finding that impacts are adequately mitigated. In the case of hyperscale data centers, said set back requirement shall be at least one thousand (1000) feet.

(4) The City Council may require greater setbacks where necessary due to site conditions, equipment location, topography, surrounding land uses, or potential off-site impacts.

(5) The City Council may approve reduced setbacks where the applicant demonstrates that equivalent or greater protection will be provided by enclosed equipment, sound walls, berms, landscaping, building orientation, topography, or other mitigation.

(F) Site Design, Screening, and Orientation.

(1) Buildings and equipment shall be arranged to minimize visual, noise, lighting, and operational impacts on public streets and sensitive receptors.

(2) Outdoor mechanical equipment, generators, cooling equipment, electrical yards, substations, refuse areas, loading areas, and service areas shall be screened from public streets and sensitive receptors using buildings, fences, walls, berms, landscaping, or a combination thereof.

(3) Ground-mounted equipment shall not be located within required setbacks unless specifically approved as part of the Data Center Development Plan.

(4) A landscape buffer shall be required along public street frontages and along any property line adjoining or facing a sensitive receptor. The buffer may include evergreen plantings, canopy trees, shrubs, berms, fencing, or walls.

(5) Existing mature vegetation shall be preserved and incorporated into the screening plan where reasonably practical.

(6) Exterior building materials shall be durable and of low-reflective colors. Highly reflective, fluorescent, or metallic exterior wall colors are prohibited except as approved accent materials.

(G) Utilities and Infrastructure.

(1) Utility connections shall be placed underground where reasonably practical, except for substations, transmission infrastructure, switchyards, or similar equipment that must be above ground for operational or utility reasons.

(2) The applicant shall be responsible for public infrastructure improvements made necessary by the project unless otherwise expressly approved by the City Council in a development agreement.

(3) The City may require one or more development agreements, utility agreements, infrastructure reimbursement agreements, easements, or similar documents addressing infrastructure construction, cost allocation, inspection, utility extensions, long-term maintenance, and related public improvements.

(4) No data center shall connect to City water, sewer, stormwater, or other public infrastructure except through approved, inspected, and metered connections.

(H) Water Use, Cooling, and Water Protection.

(1) The applicant shall submit a water use plan and water study prepared by a qualified professional acceptable to the City.

(2) The water use plan shall identify the proposed cooling system type, including whether the facility will use closed-loop cooling, air cooling, zero-water cooling, hybrid cooling, evaporative cooling, recycled water, non-potable water, water reuse, or another cooling technology.

(3) The City does not require one specific cooling technology; however, the applicant shall demonstrate that the proposed cooling system is water-efficient, appropriate for the site, and will not create an unreasonable burden on the City's water supply, treatment capacity, distribution system, or emergency water needs.

(4) The water study shall identify:

(a) proposed sources of water;

(b) estimated average daily, peak daily, monthly, annual, and construction-period water demand;

(c) estimated water demand by category, including cooling, domestic use, fire protection, construction, dust control, concrete work, irrigation, and any other significant use;

(d) whether potable water, non-potable water, reclaimed water, surface water, groundwater, or another source is proposed;

(e) whether any wells, surface water withdrawals, or state water use permits will be required;

(f) proposed water conservation, reuse, recycling, or reduction measures;

(g) anticipated impacts on City water supply, pressure, treatment capacity, storage, and distribution systems;

(h) anticipated sanitary sewer or wastewater discharge impacts;

(i) drought, emergency, or supply interruption procedures;

(j) any proposed backup water source; and

(k) any required Iowa Department of Natural Resources permits or approvals.

(5) Evaporative cooling or other water-intensive cooling methods are not prohibited outright, but may be approved only if the applicant demonstrates that projected water demand is reasonable, sustainable, appropriately mitigated, and will not create an unreasonable adverse impact on the City's water system, emergency water supply, other utility users, or long-term community needs.

(6) Separate meters or submeters shall be installed as required by the City to measure major categories of water use.

(7) The City may require periodic water use reporting.

(8) No temporary, construction, bypass, unmetered, or auxiliary water connection shall be installed or used without prior written City approval.

(9) The City may require a Water Use Agreement prior to issuance of the first building permit.

(10) If actual water use materially exceeds approved projections, the City may require updated studies, mitigation, amended agreements, or other corrective action as allowed by law.

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(I) Electrical Demand and Power Infrastructure.

(1) The applicant shall provide written verification from the electric utility provider that maximum projected electrical demand has been disclosed and that the utility provider has reviewed the infrastructure necessary to serve the project.
(2) The applicant shall identify proposed substations, switchyards, transmission lines, distribution lines, transformers, backup power systems, battery energy storage systems, and related infrastructure.
(3) The applicant shall identify whether any public improvements, rights-of-way, franchises, or easements are required.
(4) To the extent allowed by law, project-related utility improvements shall be structured so that costs directly attributable to the data center are not shifted to general City taxpayers or unrelated utility users.

(J) Lighting.
(1) Outdoor lighting shall be full cutoff, fully shielded, and directed downward.
(2) Lighting shall be designed to prevent glare, sky glow, and light trespass onto adjoining properties and public roadways.
(3) Light projected onto residential property shall not exceed 0.1 footcandle at the receiving residential property line.
(4) Light projected onto nonresidential property shall not exceed 0.5 footcandle at the receiving property line.
(5) LED lighting shall not exceed 3000K correlated color temperature unless otherwise approved for safety or security reasons.
(6) Pole-mounted lighting shall not exceed twenty-five (25) feet in height unless otherwise approved as part of the Development Plan.
(7) Nonessential lighting shall be motion-controlled, dimmed, or reduced after business hours, except lighting reasonably necessary for security, safety, emergency access, and 24-hour operations.

(K) Noise and Vibration.
(1) The applicant shall submit a pre-construction noise and vibration study prepared by a qualified acoustical professional, licensed engineer, or other professional acceptable to the City.
(2) The study shall evaluate anticipated noise from cooling systems, mechanical equipment, backup generators, electrical equipment, substations, transformers, battery systems, truck traffic, and other operational sources.
(3) Normal data center operations shall not exceed the following limits, measured at the exterior wall of an occupied structure or at the property line of a sensitive receptor, as determined by the City:

(a) fifty-five (55) dBA hourly average and sixty-five (65) dBC hourly average at residential or sensitive receptor locations; and

(b) sixty-five (65) dBA hourly average and seventy-five (75) dBC hourly average at nonresidential locations.

(4) Where tonal, humming, whining, pulsing, or similar low-frequency characteristics are present, the City may require additional mitigation or may apply a five (5) dB reduction to the otherwise applicable limit.

(5) Generator testing, major maintenance, and other planned high-noise activities shall be limited to 8:00 a.m. to 6:00 p.m., Monday through Friday, except during emergencies, outages, grid events, required commissioning, or as otherwise approved by the City.

(6) Backup generators may operate during emergencies, power interruptions, grid reliability events, required testing, or commissioning.

(7) A post-construction noise evaluation shall be submitted after commencement of operations and after each major phase is placed into service.

(8) The City may require additional testing following credible complaints or material changes in equipment, operations, or site layout.

(9) Continuous operational vibration shall not be perceptible at any occupied structure on adjoining property under normal operating conditions. If complaints are received, the City may require a vibration study and reasonable mitigation.

(L) Traffic, Access, and Road Use.

(1) The applicant shall submit a transportation impact analysis and a construction traffic and road use plan.

(2) The transportation impact analysis shall address, at minimum, projected trip generation, turning movements, site access design, internal circulation, delivery traffic, construction traffic, stacking or queuing needs, and recommended roadway improvements, if any.

(3) The road use plan shall identify construction entrances, haul routes, expected truck volumes, staging areas, proposed oversized loads, traffic control measures, and dust control measures.

(4) The City may require a Road Use Agreement before construction. The agreement may require pre-construction and post-construction road condition surveys, roadway repair, dust control, traffic control, and financial security acceptable to the City.

(M) Emergency response, fire safety, and security.

The applicant shall submit an emergency response plan before issuance of any building permit. The plan shall be developed in coordination with the Clinton Fire Department, Clinton Police Department, emergency management officials, and such other responders or officials as the City may designate. The emergency response plan shall address, at a minimum, fire response, severe weather, medical emergencies, hazardous materials, fuel storage, battery energy storage systems if any, electrical

emergencies, evacuation procedures, emergency access gates, Knox boxes or equivalent emergency access systems, site contact information, and procedures for coordination with first responders. A clean-agent, pre-action, sprinkler, or other fire suppression system shall be installed and maintained as required by applicable building and fire codes. The operator shall provide annual emergency response coordination or training upon request of the Fire Chief. The site shall maintain conspicuous 24-hour emergency contact signage at each principal entrance.

(N) Backup power, generators, batteries, and fuel.
The applicant shall submit a backup power plan identifying the number, size, location, fuel source, expected runtime, emission controls, sound attenuation, testing schedule, and permitting status of all backup generators and battery energy storage systems. All fuel storage shall comply with applicable federal, state, and local laws, regulations, and codes. All battery energy storage systems shall comply with applicable electrical, building, and fire code requirements and shall be specifically identified within the emergency response plan. Generator testing shall comply with the noise standards of this section except where a different operational schedule is required by law, permit, utility requirement, manufacturer specification, commissioning need, or emergency condition.

(O) Waste management and decommissioning.
The applicant shall submit a construction waste management plan identifying expected waste types, recycling or reuse opportunities, disposal methods, and procedures for handling construction debris. All servers, processors, electronic equipment, batteries, chemicals, coolants, fuels, and similar materials shall be stored, handled, recycled, and disposed of in compliance with law. Outdoor storage of retired servers, computer equipment, shipping containers, trailers, or similar materials shall be prohibited except where specifically approved by the City as temporary construction staging. The applicant shall submit a decommissioning plan describing how principal structures, accessory structures, equipment, materials, and related installations will be removed, repurposed, or lawfully managed if the facility is permanently discontinued or abandoned. If data center operations cease for a period exceeding twelve (12) consecutive months, the City may require the owner to update and implement the decommissioning plan unless the owner demonstrates, to the satisfaction of the City, a good-faith plan to resume operations or lawfully repurpose the site.

(P) Stormwater and environmental compliance.
The applicant shall comply with all applicable local, state, and federal stormwater, erosion control, floodplain, wetland, drainage, and environmental requirements. Stormwater facilities shall be designed to account for the scale of roof area, impervious surface, utility yards, and phased construction contemplated by the Data Center Development Plan. The applicant shall identify all wetlands, floodplain areas, drainageways, waterways, and environmentally sensitive features located on or

adjacent to the site. The applicant shall be responsible for repairing damage to public drainage systems caused by the project.

(Q) Public communication and complaint response.
The operator shall maintain a publicly available telephone number or email address for complaints or inquiries regarding construction, noise, lighting, traffic, water, or other operational issues related to the project. Complaints received by the operator shall be logged and shall be made available to the City upon reasonable request. The operator shall respond to City inquiries regarding complaints within a reasonable time. Where credible complaints indicate a potential violation of this section, the City may require additional testing, mitigation, or corrective action.

(R) Confidentiality and open records.
Any applicant submitting information it believes to be confidential, proprietary, security-sensitive, or trade secret shall clearly identify the specific information claimed to be confidential at the time of submission and shall provide a written explanation supporting the claim. The City shall handle such information in accordance with Iowa Code Chapter 22 and other applicable law. Nothing in this section shall authorize a blanket nondisclosure agreement that prevents City staff, the Plan Commission, the City Council, or the public from discussing nonconfidential public matters relating to a proposed project. Final determinations regarding access to public records shall be made in accordance with Iowa law.

(S) Agreements.
As a condition of approval or permit issuance, the City may require one or more agreements relating to the project, including but not limited to a development agreement, water use agreement, road use agreement, public infrastructure agreement, utility extension or reimbursement agreement, stormwater maintenance agreement, easement, or access agreement. Any such agreement may address, as applicable, infrastructure construction, cost allocation, public improvements, maintenance obligations, inspection rights, community benefits, reporting requirements, performance standards, financial assurances, reimbursement, and remedies for noncompliance. If the project receives tax increment financing, rebates, exemptions, infrastructure assistance, or other public participation, the City Council may require community benefit provisions, clawback provisions, workforce or reporting commitments, public infrastructure contributions, or other terms reasonably related to the project and consistent with law.

(T) Ongoing compliance.
The operator shall certify annually, in a form approved by the City, that the data center remains in substantial compliance with this section, the approved Data Center Development Plan, and any related agreements. Material changes to the approved project, including significant building additions, new generator yards, new substations,

major changes in cooling technology, material increases in water consumption, or significant increases in power demand, shall require review and approval by the City in the manner determined appropriate by the Zoning Administrator and City Council. The City may inspect the property, subject to reasonable notice and lawful safety and security procedures, to verify compliance with this section. Violations of this section may be enforced through any remedy authorized by the City Code or applicable law, including withholding of permits, suspension or revocation of approvals to the extent authorized by law, civil penalties, injunctive relief, and other lawful remedies.

(U) Decommissioning, Abandonment, and Site Restoration.

(1) Decommissioning Plan Required.
As part of the Data Center Development Plan, the applicant shall submit a written decommissioning plan prepared by a qualified professional. The plan shall describe in reasonable detail the method by which all buildings, structures, equipment, and related improvements associated with the data center will be decommissioned, removed, recycled, or lawfully disposed of upon cessation of operations. The plan shall include anticipated timelines, removal methods, waste management procedures, identification of materials subject to specialized disposal requirements, and proposed site restoration measures.

(2) Triggering Events.
A data center or data center campus shall be deemed discontinued or abandoned upon the occurrence of any of the following events:
(a) The cessation of active data center operations for a continuous period of twelve (12) months;
(b) The failure to maintain a valid certificate of occupancy or required operational permits for a continuous period of twelve (12) months;
(c) A written notice by the owner or operator of intent to cease operations; or
(d) A determination by the City Council, based on substantial evidence, that the facility has been substantially vacated, rendered inoperable, or is no longer used for its permitted purpose.

(3) Obligation to Decommission.
Upon the occurrence of a triggering event, the owner shall, within ninety (90) days, submit an updated decommissioning schedule for City approval and shall complete all required decommissioning activities within a period not to exceed twelve (12) months from the date of the triggering event unless extended by the City Council for good cause shown.

(4) Scope of Decommissioning.
Decommissioning shall include, at a minimum:

(a) Removal of all buildings, foundations, equipment, generators, tanks, substations, battery storage systems, cooling systems, fencing, and accessory structures;
(b) Removal of all surface and subsurface components to a depth reasonably necessary to support future redevelopment, as determined by the City Engineer;
(c) Removal or proper abandonment of utilities in accordance with applicable laws and utility provider requirements;
(d) Disposal, recycling, or reuse of all materials in accordance with all federal, state, and local requirements; and
(e) Restoration of the site to a stabilized, graded, and revegetated condition suitable for future lawful use, including erosion control and stormwater management measures.

(5) Partial Decommissioning.
Where a data center campus is developed in phases or contains multiple buildings, the City may require decommissioning of individual phases, buildings, or equipment that are no longer in active use, even if other portions of the site remain operational.

(6) Hazardous Materials Compliance.
All decommissioning activities shall fully comply with all applicable environmental laws, including those governing the handling, transportation, and disposal of hazardous materials, batteries, fuels, coolants, and electronic waste. The City may require documentation demonstrating proper disposal.

(7) Financial Assurance Required.
As a condition of approval or prior to issuance of the first building permit, the City Council may require the applicant to provide financial assurance in a form approved by the City, including but not limited to a performance bond, letter of credit, escrow account, or other security. The purpose of the financial assurance shall be to guarantee the faithful performance of the decommissioning obligations described in this section.

The amount of the financial assurance shall be based upon a third-party engineer's estimate of the full cost of decommissioning and site restoration, including contingency, and may be adjusted periodically by the City to reflect inflation, changes in site conditions, or updated cost estimates. The financial assurance shall remain in effect until the City determines that the decommissioning obligations have been fully satisfied.

(8) City Right to Perform Work.
In the event the owner fails to complete decommissioning as required by this section, the City may, upon reasonable notice, enter the property and perform or cause to be performed the required work. The City shall be entitled to recover all

costs incurred, including administrative, legal, and engineering costs, from the financial assurance or, if insufficient, through any lawful means, including assessment as a lien against the property.

(9) Access for Inspection.
The City shall have the right to inspect the property during decommissioning activities to ensure compliance with this section, subject to reasonable notice and applicable safety requirements.

(10) Successor Responsibility.
All decommissioning obligations shall run with the land and shall be binding upon all current and future owners, operators, lessees, and assigns of the property.

(V) Continuing Security and Financial Assurance.
In addition to any decommissioning security required under subsection (O), the City may require additional performance guarantees to ensure ongoing compliance with approved plans, including obligations related to infrastructure, water use, road maintenance, or other operational impacts. Such guarantees may be structured to convert, in whole or in part, to decommissioning security upon cessation of operations.

(W) Airport Protection and FAA Compliance

1. Applicability. This section shall apply to any data center or accessory structure that:
(A) exceeds 50 feet in height; or
(B) is located within five (5) miles of a public-use airport; or
(C) is otherwise subject to Federal Aviation Administration (FAA) notice requirements under 14 C.F.R. Part 77.

2. FAA Notice and Determination Required.
Prior to issuance of any zoning approval, conditional use permit, site plan approval, building permit, or grading permit, the applicant shall:
(A) file a Notice of Proposed Construction or Alteration (FAA Form 7460-1), as required by 14 C.F.R. Part 77; and
(B) provide the City with a copy of the FAA's determination.

3. Condition of Approval.
No permit or approval shall be issued unless:
(A) the FAA has issued a Determination of No Hazard to Air Navigation, or
(B) the applicant demonstrates that the project has been modified to comply with FAA recommendations or conditions.

4. Height and Airspace Compliance.

All data centers and associated structures shall comply with the airspace obstruction standards set forth in 14 C.F.R. Part 77, including the protection of imaginary surfaces associated with nearby airports.

5. Additional Requirements.
The City may impose additional conditions, including height limitations, lighting, marking, or operational restrictions, as necessary to ensure compatibility with airport operations and to protect public health, safety, and welfare.

6. Conflict with Other Regulations.
Compliance with FAA regulations shall not relieve the applicant of the obligation to comply with local airport overlay zoning or other applicable land use regulations.

Section 4. Section 159.032 amended.
Section 159.032(A) of the Code of Ordinances of the City of Clinton, Iowa, is hereby amended by adding a new subsection (4), to read as follows:
"(4) Data centers and data center campuses, subject to the requirements of § 159.033."

Section 5. Repealer.
All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Severability.
If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Effective date.
This Ordinance shall be in full force and effect from and after its final passage, approval, and publication as provided by law.

This ordinance is adopted by the City of Clinton and approved by the Mayor this day of

_____
Mayor

ATTEST:

_____
City Clerk

Ordinance NO. - AN ORDINANCE AMENDING CHAPTER 159 OF THE CODE OF ORDINANCES OF THE CITY OF CLINTON, IOWA, BY ADDING DEFINITIONS AND A NEW § 159.033 GOVERNING DATA CENTERS, AND BY AMENDING §§ 159.030, 159.031, AND 159.032 TO ALLOW DATA CENTERS IN THE M-1, M-2, AND M-3 INDUSTRIAL DISTRICTS SUBJECT TO STANDALONE STANDARDS

RESOLUTION 26-_____

A RESOLUTION ESTABLISHING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR DATA CENTER DEVELOPMENT IN DUBUQUE COUNTY, IOWA

WHEREAS, the Dubuque County Board of Supervisors is charged with protecting the health, safety, and general welfare of the residents of Dubuque County; and

WHEREAS, Dubuque County has experienced interest from technology corporations and or developers regarding the possible construction of large-scale data centers; and

WHEREAS, data center facilities may require significant amounts of electrical power, water usage, and land requirements; and

WHEREAS, Dubuque County currently lacks dedicated, comprehensive zoning ordinances and regulations specific to data center operations, infrastructure, and environmental impacts; and

WHEREAS, the Dubuque County Planning and Zoning Commission unanimously voted to recommend a moratorium stay on the matter of data centers until a time where we have more prescriptive direction and more information from the Board of Supervisors.

WHEREAS, a temporary moratorium is necessary to prevent a rush of development applications that could circumvent proper zoning measures and potentially harm local utilities, natural resources, and community character;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DUBUQUE COUNTY, IOWA:

SECTION 1: MORATORIUM IMPOSED
A temporary moratorium is hereby imposed on the acceptance, processing, and approval of any zoning amendments, site plans, building permits, or conditional use permits related to the construction or expansion of data centers within the of Dubuque County.

SECTION 2: TERM OF MORATORIUM
This moratorium shall be in full force and effect for a period of (120 days) from the date of passage, or until the Board of Supervisors formally adopts a comprehensive ordinance addressing data center development, whichever occurs first.

SECTION 3: PURPOSE AND STUDY
During the period of this moratorium, Dubuque County Planning and Development staff, in conjunction with the Planning and Zoning Commission, shall research and draft zoning regulations concerning data centers. Topics to be studied include, but are not limited to:

- Water usage and impact on local wells and aquifers.
- Electrical grid capacity and potential strain on local utilities.
- Noise, heat, and visual/light pollution.
- Appropriate zoning districts and setbacks for such facilities.

SECTION 4: EXEMPTIONS
This moratorium shall not apply to telecommunications facilities, local network nodes, or minor IT infrastructure necessary for local utility and communication services.

SECTION 5: SEVERABILITY
If any section, provision, or part of this Resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Resolution as a whole.

SECTION 6: EFFECTIVE DATE
This Resolution shall be in full force and effect immediately upon its passage and publication as required by law.

Resolution adopted this 26th day of May, 2026.

_____
Harley V. Pothoff, Chairperson
Dubuque County Supervisors

ATTEST:

_____
Keith Lucy
Dubuque County Auditor

JEFFERSON COUNTY ORDINANCE # _____

AN ORDINANCE AMENDING THE JEFFERSON COUNTY CODE OF ORDINANCES BY ADDING CHAPTER 5-45, REGULATING THE CONSTRUCTION, EXPANSION, OPERATION, AND DECOMMISSIONING OF DATA CENTERS WITHIN THE UNINCORPORATED AREAS OF JEFFERSON COUNTY, IOWA

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF JEFFERSON COUNTY, IOWA:

That the Jefferson County Code of Ordinances is hereby amended by adding the following new Chapter 5-45:

CHAPTER 5-45

DATA CENTERS SECTION 1. SHORT TITLE, AUTHORITY, PURPOSE, JURISDICTION, AND APPLICABILITY A.

Short Title

This Chapter shall be known and may be cited as the **"Jefferson County Data Center Ordinance."**

B. Authority

This Chapter is adopted pursuant to Article III, section 39A of the Constitution of the State of Iowa; Iowa Code sections 331.301 and 331.302; and all other applicable authority granted to Jefferson County.

This Chapter constitutes an exercise of Jefferson County's home-rule and police powers to protect and preserve the rights, privileges, and property of the County and its residents and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents.

This Chapter is not adopted as a county zoning ordinance under Iowa Code chapter 335, does not establish zoning districts, and shall not be construed as the adoption of a comprehensive county zoning system.

C. Legislative Findings and Purpose

The purpose of the Jefferson County Ordinance is to provide a clear, comprehensive, and predictable regulatory framework for the siting and operation of regulated data centers within Jefferson County. Regulated data centers are characterized by substantial long-term demands on public infrastructure, including electrical power, water supply, transportation systems, and emergency services, as well as potential impacts on surrounding land uses and environmental resources. This Ordinance is intended to ensure that such facilities are evaluated, located, and, if developed, are developed in a manner consistent with Jefferson County's best interests, and that their infrastructure and operational impacts are appropriately reviewed and mitigated; and that the County can fulfill its long-term fiscal, infrastructure, and community responsibilities.

The intent of this chapter is as follows:

1. Establish a clear, comprehensive, and predictable regulatory and permitting framework for the construction, expansion, operation, and decommissioning of regulated data centers within the unincorporated areas of Jefferson County;

2. Require the identification, evaluation, avoidance, and reasonable mitigation of adverse impacts upon public infrastructure, natural resources, agricultural land, neighboring properties, and the health, safety, and welfare of County residents;

3. Ensure that Jefferson County has sufficient information to evaluate the anticipated electrical, water, transportation, drainage, emergency-response, environmental, and fiscal effects of a proposed regulated data center;

4. Establish minimum construction, operational, monitoring, financial-assurance, and decommissioning standards appropriate to the scale and anticipated impacts of such facilities;

5. Require, to the extent authorized by law, that costs and public-infrastructure impacts reasonably attributable to a regulated data center are borne or mitigated by the applicant, permit holder, or facility operator rather than the County and its residents; and

6. Allow the responsible development of regulated data centers when the applicant demonstrates compliance with this Chapter and that the proposed facility can be constructed, operated, expanded, and decommissioned without unreasonable adverse impacts upon Jefferson County, its residents, or its public resources.

D. Jurisdiction

Except as otherwise expressly provided by state or federal law, or separate municipal ordinance for any municipality located within Jefferson County, Iowa, this Chapter applies throughout the territory of Jefferson County, Iowa. This ordinance should not be interpreted as Jefferson County exercising any authority expressly reserved or exclusively exercised by any incorporated municipality located within Jefferson County.

E. Applicability

1. Except as otherwise expressly provided in this Chapter, its requirements apply to any person proposing to construct, install, establish, expand, materially modify, operate, or decommission a regulated data center within the unincorporated territory of Jefferson County.

2. No person shall commence ground disturbance, grading, site preparation, construction, installation, or operation associated with a regulated data center unless the permits and approvals required by this Chapter have first been obtained.

3. A data center that does not initially meet the definition of a regulated data center shall become subject to this Chapter before any expansion, modification, or increase in electrical design capacity or water use that would cause the facility to meet or exceed the applicable regulated data center threshold.

4. Compliance with this Chapter does not relieve any applicant, owner, permit holder, contractor, or operator from obtaining any permit, license, approval, easement, agreement, or authorization required by federal law, state law, another Jefferson County ordinance, or another governmental entity having lawful jurisdiction.

5. Where another applicable law, ordinance, permit, or agreement imposes a more restrictive requirement, the more restrictive lawful requirement shall control.

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SECTION 2. DEFINITIONS

For purposes of this Chapter, the following terms shall have the meanings stated herein:

1. **Applicant**: Any person that applies for a permit or approval under this Chapter, including the property owner, data-center operator, or an authorized agent acting on their behalf.

2. **Battery Energy Storage System or BESS**: Equipment and associated facilities used to capture, store, and subsequently discharge electrical energy, including batteries, enclosures, control systems, cooling systems, fire-suppression systems, and related electrical infrastructure.

3. **Cryptocurrency:** Digital or virtual currency or mechanism of exchange that is not issued by any central authority that uses cryptographic technology and a blockchain or other distributed-ledger system to verify, record, or secure transactions.

4. **Cryptocurrency mining Operation:** A facility, or portion of a facility, in which computing equipment is used to validate, secure, process, or record transactions on a blockchain or other distributed ledger; to generate, obtain, or earn cryptocurrency or other digital assets; or to conduct substantially similar computational activity. A Cryptocurrency Mining Operation constitutes a Data Center Facility for purposes of this Chapter.

5. **Data Center Campus**: One or more data center buildings or facilities developed, operated, or proposed as part of a common development plan or project, whether constructed simultaneously or in separate phases. Facilities shall be treated as a single Data Center Campus when they share common ownership or control, a common development plan, utility infrastructure, electrical interconnection, access, cooling systems, operational management, or contiguous or nearby property. Separate parcels, meters, legal entities, or construction phases, shall not prevent aggregation.

6. **Data center facility:** One or more buildings, structures, containers, or installations, whose primary purpose is to house computer, server, network, or other electronic equipment used for the storage, management, processing, generation, dissemination, or transmission of digital data. The term includes, without limitation: Cloud-computing facilities, High-performance computing facilities, artificial-intelligence computing facilities, and Cryptocurrency Mining Operations. The term does not include an ordinary office server room, telecommunications cabinet, network switching facility, or similar equipment that is incidental and subordinate to another principal use and does not meet the threshold for either power or water utilization for a regulated Data Center as otherwise used in this section.

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7. **Electrical Design Capacity**: The maximum aggregate electrical load, expressed in megawatts, that a data center or Data Center Campus is designed or planned to draw during normal operations, whether supplied through an electric utility, on-site generation, a microgrid, or any combination thereof.

8. **Ground Disturbance**: Clearing, grading, excavation, trenching, filling, drilling, foundation work, road construction, utility installation, or any other activity that materially disturbs the surface or subsurface of the project property.

9. **Regulated Data Center**: A Data Center Facility or Data Center Campus either having an aggregate Electrical Design Capacity exceeding five (5) megawatts (MW). All planned or reasonably anticipated buildings, phases, structures, equipment, and facilities comprising a Data Center Campus shall be evaluated in the aggregate, regardless of whether they are constructed simultaneously or separately.

10. **Occupied Building**: A residence, accredited school, hospital, church, public library, or other building used for public gathering/assembly, that is occupied or in use when the permit application is submitted. Occupied buildings also include buildings that house livestock.

11. **Operator**: Any person responsible for the management, control, maintenance, or operation of a data center, whether or not that person owns the facility or the property upon which it is located.

12. **Permit Holder**: The person, corporation, organization, or other entity to which a permit is issued under this Chapter and includes any lawful successor or assignee approved by Jefferson County.

13. **Person**: An individual, corporation, limited liability company, partnership, association, trust, governmental entity, or any other legal or commercial entity.

14. **Places of Public Gathering/Assembly:** Buildings or facilities where people gather for civic, educational, religious, or cultural purposes, including, but not limited to retirement and nursing homes, schools, childcare homes and centers, group homes, hospitals, detention facilities, or human service facilities, not including facilities allowed as an accessory use to the principal use in question.

15. **Project Area**: All parcels, structures, utility facilities, access roads, staging areas, easements, and other property owned, leased, controlled, or proposed for use in connection with a data center or Data Center Campus.

SECTION 3. CLASSIFICATION OF DATA CENTERS

Scope and Exclusions. This Chapter is intended to regulate data centers as defined herein and shall not apply to Internet service providers, telecommunications providers, or related communications facilities

that are not principally operated as data centers, or other information-technology businesses or facilities that do not satisfy the definition of a data center under this Chapter.

The classification of a facility shall be determined by its principal use and actual or proposed operational characteristics, rather than solely by the business classification of its owner or operator.

SECTION 4. APPLICATION AND PERMITTING PROCESS

A. Permit Required

No person or entity shall commence ground disturbance, site preparation, grading, construction, installation, expansion, or operation of a regulated data center unless a complete application has been submitted in accordance with this Section and the Jefferson County Board of Supervisors has approved and issued a Regulated Data Center Permit by resolution.

A separate permit or permit amendment shall be required for any material expansion, additional construction, or material modification not expressly described and approved as part of the original permit.

B. Application Filing and Fees

An application shall be filed with the Jefferson County Auditor or other administrative official designated by the Board of Supervisors. The application shall be accompanied by:

1. An application fee established by resolution of the Board of Supervisors; and
2. A review-cost deposit or escrow, in an amount established by the Board, from which the County may reimburse its actual and reasonable engineering, legal, hydrological, environmental, financial, planning, inspection, and other professional-review expenses during application review.

The applicant shall replenish the review-cost deposit upon written request. Any unused balance shall be returned following final action on the application or completion of the project, as applicable.

C. Required Application Information

Prior to the issuance of any permit, the applicant shall supply the following information to the Board of Supervisors:

1. Identification of Owners, controlling entities, and Interested Parties

Name and contact information for all owners, leaseholders, and interested parties, including the property owner, developer, proposed operator, proposed permit holder, and a designated representative authorized to receive notices on behalf of the applicant. Furthermore, the following entities should be identified, and contact information provided, if applicable:

a. The applicant's parent or controlling entity;
b. The entity responsible for construction;
c. The proposed facility operator;

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d. The entity responsible for decommissioning; and
e. The applicant's registered agent for service in Iowa.

2. Applicant and Permit Holder

The legal name of the applicant and proposed permit holder, if different.

3. Property Description and Control

The legal description of all properties leased and/or owned that are identified as part of the Project Area and documentation of land ownership or legal control of the property, including applicable parcel identification numbers and copies or summaries of any leases, options, easements, or other instruments establishing the applicant's right to develop the property.

4. Project Description and Construction Schedule

The project construction timeline, location of proposed structures, parking, and approximate number of employees of the completed facility.

For a phased or multi-building Data Center Campus, the application shall identify all reasonably anticipated phases, the estimated commencement and completion date of each phase, the approximate dimensions and use of each proposed structure, and the anticipated construction and permanent workforce.

5. Site Plan, Utilities, and Regulatory Permits

Planned location of underground or overhead electric lines, grid interconnection points, project entrances, staging areas, and access roads required during construction and pre- and post-construction. Site and structure requirements, including Iowa Department of Natural Resources regulatory permits and processes.

The application shall include a site plan of sufficient detail to identify proposed structures, property boundaries, access points, utilities, drainage facilities, water facilities, setbacks, easements, staging areas, and other material features of the proposed project.

All on-site power and communication lines shall be placed underground to the extent feasible, including any new power and communication lines. At the discretion of the Board of Supervisors, lines may be placed above ground when the natural landscape or distance requires it. Any approval of above-ground lines shall be supported by a finding that underground placement is impracticable or would create unreasonable engineering, environmental, or financial burdens.

6. Proximity to Incorporated Cities

For any project proposed within two (2) miles of the corporate limits of an incorporated city, the applicant shall provide evidence that it has given written notice of the project to the city and has provided the city a reasonable opportunity to submit comments concerning roads, utilities, emergency services, water, land-use compatibility, or other municipal interests.

The applicant shall obtain any city permit, utility agreement, access approval, or other authorization independently required by law. General approval by the city shall not be required unless the project

depends upon city-owned property, infrastructure, utilities, or services, or such approval is otherwise independently required by law.

7. Proximity to Accredited Schools

For any project proposed within two (2) miles of an accredited school, the applicant shall provide evidence that it has given written notice of the project to the school and has provided the school a reasonable opportunity to submit comments concerning traffic, noise, lighting, emergency response, student safety, or other reasonably anticipated impacts.

The applicant shall obtain any agreement or approval independently required when the project proposes to use or materially affect school-owned property, infrastructure, access, or services.

Setbacks –

- 500 feet to property lines as measured from the property boundary line of data center
- 1,800 feet to the closest outer wall of nearest structure occupied or not as measured from property boundary line of data center

8. Wetlands and Natural Areas

The location of wetlands, scenic areas, and natural areas within two thousand six hundred forty (2,640) feet of the proposed data center.

The application shall identify the information source and methodology used and shall also depict known floodplains, waterways, drainageways, and protected natural resources within that area.

9. Pre-Construction Site, Historical, and Archaeological Survey

The applicant shall submit a pre-construction survey documenting the existing condition of the Project Area and adjoining areas reasonably likely to be affected by construction. The survey shall include, as applicable:

a. Existing structures, property boundaries, topography, drainage features, waterways, wells, utility facilities, vegetation, and other relevant site conditions;

b. A review of available records maintained by the State Historic Preservation Office, Office of the State Archaeologist, and other reasonably available sources concerning historic properties, archaeological sites, burial sites, and culturally significant resources;

c. An appropriate field survey, when the records review, prior land use, project location, or site conditions indicate a reasonable potential for historical or archaeological resources;

d. Recommended measures to avoid, protect, document, or mitigate reasonably anticipated impacts; and

e. When the assessment identifies resources or locations that may affect the cultural, historical, archaeological, or burial interests of a federally recognized tribal nation,

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documentation of appropriate consultation with potentially affected tribal entities and consideration of reasonable measures recommended through that consultation.

The historical and archaeological portions of the survey shall be prepared by a qualified archaeologist, architectural historian, or other professional meeting applicable professional standards.

Sensitive site-location and tribal cultural information shall be protected as required by law. Upon discovery of human remains or previously unidentified archaeological or culturally significant materials, work within the affected area shall immediately cease pending notification of the appropriate authorities, consultation with potentially affected tribal entities when appropriate, and compliance with applicable law.

10. Waste Management Plan

A Waste Management Plan detailing how construction waste will be handled during the construction period. The plan shall include:

a. Estimated volumes and types of materials to be generated;

b. Identification of materials proposed for recycling, salvage, or reuse;

c. Designated recycling and disposal facilities;

d. Procedures for on-site material separation and storage; and

e. Documentation requirements demonstrating final disposal or diversion.

The plan shall separately identify hazardous substances, electronic waste, batteries, fuels, oils, coolants, and other materials requiring specialized handling or disposal.

11. Power Supply and Utilization Plan

Written verification from the proposed power provider that it has verified the calculated maximum planned electrical consumption of the proposed use and that the utility supply and related electrical infrastructure are sufficient for the site's proposed use.

The verification shall address the fully developed project, including all reasonably anticipated phases of a multi-building Data Center Campus.

Applicant shall include a detailed power-utilization and mitigation plan showing where power will be sourced and identifying:

a. The projected peak and average electrical demand;

b. Any proposed substations, transmission facilities, distribution improvements, or other system upgrades;

c. The anticipated responsibility for financing project-specific infrastructure and system improvements; and

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d. Measures proposed to prevent or mitigate increased electrical costs or reduced reliability for residents and existing customers in Jefferson County.

12. Backup Power Plan

A description of a backup power plan describing the fuel source and expected usage of any standby, backup, or temporary power-generation systems. The plan shall identify:

a. The anticipated number and size of generators or other power units;

b. Anticipated testing frequency and duration;

c. Anticipated noise and emission-control measures;

d. Anticipated fuel storage or delivery methods; and

e. Compliance with all applicable local, state, and federal permitting requirements.

The plan shall also identify spill-prevention, fire-protection, fuel-containment, and emergency-shutdown measures.

13. Stormwater and Pollution Prevention

A stormwater-management and pollution-prevention plan, including an erosion and sediment-control plan applicable during construction and operation.

The plans shall identify anticipated changes in drainage patterns, impervious surface area, stormwater volume, discharge points, detention or retention facilities, and measures intended to prevent adverse impacts upon adjoining property, public drainage infrastructure, and surface waters.

14. Water Supply, Water Study, and Water Use Agreement

A Water Use Agreement between the applicant, the Jefferson County Board of Supervisors, and the governing water provider, where applicable. The applicant shall submit a Water Use Agreement to govern ongoing coordination between the applicant and the County regarding water use during operation of the facility.

The agreement shall address water-use monitoring, reporting frequency, data-sharing protocols, compliance verification, drought or water-shortage response, emergency conditions, and procedures for responding to interference with existing water users.

A closed-loop cooling system shall be required unless otherwise authorized and approved by the Board of Supervisors. The applicant shall describe anticipated makeup-water requirements, blowdown, discharge, evaporation, and other consumptive water use associated with the proposed system.

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Approval for a regulated data center shall be conditioned upon the applicant demonstrating that sufficient reliable water supply exists to meet all projected water demands without undue adverse impacts upon existing users, aquifers, or watersheds.

The applicant shall submit a Water Study demonstrating, at a planning level, that sufficient water resources are available to support the proposed use without causing undue adverse impacts to existing water users, groundwater resources, or surface-water systems.

The Water Study shall include:

a. The proposed water source or sources;

b. Anticipated ranges of water demand;

c. Assumptions regarding cooling technologies;

d. Water-efficiency and reuse measures;

e. System-reliability considerations;

f. Contingency approaches for water-supply interruptions or emergencies;

g. A wastewater and discharge plan identifying anticipated sanitary wastewater, cooling-system blowdown, process wastewater, stormwater interaction, treatment methods, proposed discharge or reuse locations, receiving utilities or waters, and all required permits or agreements;

h. Private and public wells located within two (2) miles of the project area, as well as baseline water-quality information for the identified public or private wells.

The Water Study shall be prepared by a qualified hydrological or civil engineer and shall contain sufficient information to allow the County, reviewing professionals, and the public to understand and evaluate the potential water impacts of the proposed use.

The applicant shall demonstrate coordination with the Iowa Department of Natural Resources and the United States Geological Survey, if appropriate.

15. Noise Study

A noise study confirming that no operating data-center equipment produces decibel levels exceeding fifty (50) dBA as measured from the outside wall of any occupied structure on privately owned land adjacent to the data center, with the exception of initial construction.

The study shall be prepared by a qualified acoustical professional, a professional certified by the Institute of Noise Control Engineering, or a licensed professional engineer with relevant experience. It shall include a baseline acoustic evaluation and model anticipated noise at full project buildout, including cooling equipment, transformers, substations, generators, battery systems, and other material noise sources.

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16. Lighting Plan

A lighting plan shall be submitted providing details of light spread and intensity diagrams, fixture specifications, and mounting-height details. Any lighting used for outdoor illumination on the property shall use full-cutoff fixtures so that light does not shine upward or adversely impact adjoining property.

The plan shall identify anticipated light levels at the property boundaries and measures to minimize glare and unnecessary nighttime illumination.

17. Road Use Agreement and Access

A Road Use Agreement approved by the Board of Supervisors upon the recommendation of the Jefferson County Engineer shall identify all state, county, and municipal roads proposed to be used for constructing, operating, maintaining, or decommissioning the regulated data center.

The applicant shall separately obtain any permit or agreement required by the Iowa Department of Transportation, a municipality, or another road authority for roads outside Jefferson County's jurisdiction.

The agreement shall document road conditions before construction. The applicant shall conduct and provide the results of a pre-construction roadway-conditions survey, in coordination with the Jefferson County Secondary Road Department, to determine baseline road conditions.

The survey shall adequately document all road, road right-of-way, bridge, culvert, and public-drainage infrastructure conditions along proposed construction routes.

The applicant shall enter into the Road Use Agreement with Jefferson County, acting through the Board of Supervisors and County Engineer. The agreement shall clearly detail responsibilities for:

a. Ongoing road maintenance;

b. Dust control;

c. Traffic management;

d. Repair of damage;

e. Oversize and overweight loads;

f. Construction scheduling; and

g. Restoration of County roads and public drainage infrastructure.

The Road Use Agreement may require financial assurance in the form of an irrevocable letter of credit, bond, cash, escrow, parent guarantee, or other security acceptable to Jefferson County.

At construction completion, the applicant shall, unless otherwise provided in the Road Use Agreement, conduct and provide the results of a post-construction roadway-conditions survey in coordination with the Jefferson County Secondary Road Department. Roads and public infrastructure impacted by construction shall be restored, as far as reasonably practical, to pre-construction conditions or to the condition otherwise required by the Road Use Agreement.

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The site shall be accessed by a hard-surfaced road of sufficient capacity to accommodate the traffic it will generate, with a continuous hard-surfaced connection to a county arterial or state or federal highway. Vehicular access points shall create a minimum of conflict with through traffic movement.

The applicant shall promptly report damage to County roads, rights-of-way, or public drainage infrastructure and shall be responsible for timely repair in accordance with the Road Use Agreement.

18. Emergency Response Plan

An Emergency Response Plan created in collaboration with the Jefferson County Sheriff's Office and Jefferson County Emergency Management Director, and in consultation with affected fire departments, emergency medical services, and local public safety or law enforcement entities.

The applicant shall submit the Emergency Response Plan prior to any ground disturbance at the Project Area. The plan shall detail the response actions to be taken by facility representatives in the event of an emergency. These actions are intended to minimize health risks to personnel and people in the surrounding community and to minimize adverse environmental impacts.

The plan shall include:

a. A detailed narrative of response procedures and identification of facility representatives responsible for emergency management;

b. Procedures addressing fire, severe weather, natural disaster, hazardous-material release, fuel spill, electrical failure, security incident, medical emergency, evacuation, and environmental contamination;

c. Designated emergency access routes, evacuation routes, responder staging areas, emergency shutoff locations, and facility contact information; and

d. A stand-alone section detailing emergency-response protocols specific to battery-energy storage areas, if applicable.

19. Agricultural Land and Crop Suitability

An agricultural-land report identifying the Crop Suitability Rating or Corn Suitability Rating, as applicable, for the land included in the Project Area. The report shall identify the rating of each applicable soil mapping unit and the weighted average rating for the Project Area.

Land in Jefferson County with a crop suitability rating of fifty-five (55) or greater is generally considered by Jefferson County to be best suited for agricultural use as its principal use. The crop suitability rating of land proposed for use in any data-center project will be strictly scrutinized by the Board of Supervisors when reviewing the proposal.

20. Decommissioning and Site Reclamation

A Decommissioning and Site Reclamation Plan, including a cost estimate, shall be submitted prior to any development.

The plan shall identify the anticipated useful life of the facility; the circumstances constituting abandonment; the proposed timetable for removal; the structures, foundations, equipment, utilities,

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batteries, fuels, and other materials to be removed; and the measures to restore the property to a safe, stable, and usable condition.

A bond shall be posted sufficient to satisfy the proposed cost estimate. The Board may approve another form of financial assurance, including an irrevocable letter of credit, cash escrow, parent guarantee, or other security acceptable to the County.

The cost estimate shall be prepared or reviewed by a qualified independent professional and may be periodically updated to reflect inflation, changes in facility size, and actual decommissioning costs.

Decommissioning materials shall be recycled, reused, or salvaged to the maximum extent reasonably practicable. Remaining materials shall be disposed of only at facilities lawfully authorized to receive them. No decommissioning waste may be placed in a County-owned facility without prior approval of the Board of Supervisors. Disposal of any decommissioning waste within Jefferson County shall be first approved by the Jefferson County Board of Supervisors.

21. Ice Mitigation Plan

An Ice Mitigation Plan created in collaboration with the County Engineer to establish a method of assessing and mitigating any buildup of ice on roadways due to data-center activity, including ice or reduced visibility potentially resulting from cooling-tower plumes, water vapor, drainage, or other facility operations.

22. Insurance and Indemnification

Proof of Insurance: The applicant shall agree to indemnify and hold harmless Jefferson County from claims arising from data-center activity, to the extent caused by the acts or omissions of the applicant, permit holder, operator, contractors, agents, or employees.

The applicant shall furnish a certificate of insurance evidencing coverage in an amount of not less than ten million dollars ($10,000,000.00), which may be satisfied through a combination of primary and excess or umbrella coverage.

Jefferson County shall be named as an additional insured where commercially available. Coverage shall be maintained throughout construction, operation, and decommissioning, and the applicant shall provide updated certificates upon renewal or upon the County's reasonable request.

23. Applicant certification and continuing duty to update

The applicant and property owner shall certify that the application is true, accurate, and complete to the best of their knowledge. The applicant shall promptly supplement the application if any material information changes before construction is completed.

24. Confidentiality and public-records designation

An applicant claiming that information submitted with an application is confidential shall clearly identify each document or portion claimed to be confidential, state the legal basis for the claim under Iowa Code chapter 22, and provide a reasonably redacted public copy of the confidential document(s). The County shall determine disclosure obligations in accordance with applicable law.

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D. County administrator, Completeness and Professional Review

The Board of Supervisors shall designate by resolution a County official or qualified agent to administer this Chapter, determine application completeness, coordinate professional review, conduct inspections, issue notices of violation and stop-work orders, and perform other duties assigned by the Board.

The designated County administrative official shall review the application for completeness. An application shall not be scheduled for final consideration until the applicant has supplied all information reasonably required under this Chapter.

The County may retain independent engineers, hydrologists, acoustical consultants, emergency-response specialists, financial consultants, legal counsel, or other qualified professionals to review the application and supporting studies. Reasonable costs of such review shall be paid from the applicant's review-cost deposit.

E. Notice and Public Hearing

After an application is determined to be complete, the Board of Supervisors shall schedule a public hearing. Notice shall be published as provided by law.

The applicant shall, no less than ten (10) days prior to any hearing, also provide notice of the date, location, and subject of any hearing, by first-class mail to:

1. Owners and occupants of property located within one thousand (1,000) feet of the Project Area;
2. Any incorporated city whose corporate limits are located within two (2) miles of the Project Area; and
3. Any accredited school located within two (2) miles of the Project Area.

The applicant shall provide the County with a list of persons and entities notified, a copy of the notice, and an affidavit establishing the date and manner of mailing.

Before the public hearing, the Board may require the applicant to conduct a public informational meeting at a reasonably accessible location.

F. Board Action

Following the public hearing and completion of its review, the Board of Supervisors may approve, conditionally approve, or deny the application by resolution.

The resolution shall include written findings addressing compliance with this Chapter and the anticipated effects of the project upon public health, safety, infrastructure, natural resources, agricultural land, neighboring properties, emergency services, and the general welfare of Jefferson County.

The Board shall not approve an application unless it finds, based upon the application and record, that:

1. The application is complete and materially accurate;
2. The applicant has demonstrated compliance with this Chapter;

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3. Adequate water, electrical, road, drainage, emergency-response, and public infrastructure capacity exists or will be provided;
4. Anticipated noise, lighting, traffic, water, environmental, and neighboring-property impacts will be avoided or reasonably mitigated;
5. Required agreements, insurance, and financial assurance have been executed or provided; and
6. The facility can be constructed, operated, and decommissioned without an unreasonable threat to public health, safety, property, or County infrastructure.

The Board may impose reasonable conditions directly related to the project's anticipated impacts and reasonably necessary to ensure compliance with this Chapter.

Issuance of a permit under this Chapter does not replace or excuse any other permit, agreement, license, or approval required by law.

G. Phased Construction and Material Changes

An applicant shall not be required to resubmit information for a later building or phase that was expressly identified and fully evaluated in the original application, provided the scope, footprint, electrical demand, water use, and anticipated impacts of the project have not materially changed.

Any material change shall require approval of a permit amendment before the changed work begins.

SECTION 5. ECONOMIC DEVELOPMENT AGREEMENT AND COMMUNITY INVESTMENT A. Economic Development Agreement Required

Before issuance of a Regulated Data Center Permit and before commencement of any ground disturbance or construction, the applicant, property owner, proposed permit holder, and facility operator, as applicable, shall enter into an Economic Development Agreement ("EDA") with Jefferson County. The EDA shall be approved by resolution of the Board of Supervisors.

The EDA shall establish the respective obligations of the County and the applicant and shall provide for continuing cooperation during the construction, operation, expansion, and decommissioning of the regulated data center.

B. Purpose

The purposes of the EDA are to:

1. Identify any economic-development assistance, incentives, infrastructure commitments, or other benefits to be provided by the County;
2. Ensure that development of the regulated data center produces substantial and lasting economic and community benefits within Jefferson County;

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3. Address the extraordinary fiscal, infrastructure, workforce, housing, public-safety, environmental, and community demands associated with the project; and
4. Establish enforceable financial, reporting, performance, and security obligations appropriate to the scale and nature of the project.

The Board of Supervisors shall retain reasonable discretion, consistent with applicable law, to negotiate the form, timing, structure, administration, and permitted uses of the benefits required under the EDA.

C. Community Investment Commitment

The EDA shall require the applicant to provide an aggregate Community Investment Commitment equal to ten percent (10%) of the Total Construction Cost of the regulated data center and all associated phases and facilities comprising the Data Center Campus.

For purposes of this Section, "Total Construction Cost" means the actual aggregate cost of constructing the project, including:

1. Site preparation, excavation, grading, and foundations;
2. Buildings and other permanent structures;
3. Internal roads, parking, drainage, and site improvements;
4. Electrical substations, switchyards, transmission or distribution improvements, and permanently installed electrical infrastructure;
5. Cooling, water-supply, wastewater, and water-treatment systems;
6. Backup-generation and battery-energy-storage facilities;
7. Permanently installed mechanical, electrical, communications, fire-protection, and security systems; and
8. Related labor, materials, engineering, architecture, construction management, and professional services.

Total Construction Cost does not include the acquisition price of land, financing costs, interest, taxes, ordinary operating expenses, or movable servers and information-technology equipment that are not permanently incorporated into the facility.

D. Form of Community Investment

The Community Investment Commitment may be satisfied through a combination of:

1. Cash contributions to a Community Betterment Fund or other County-controlled fund or account;
2. Construction or funding of public infrastructure not required solely to serve the project;
3. Workforce-development and vocational-training programs;
4. Affordable or workforce-housing initiatives;

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5. Childcare, transportation, broadband, and other services supporting workforce participation;
6. Emergency-response equipment, facilities, training, or staffing;
7. Water-resource protection, conservation, environmental restoration, and agricultural preservation programs;
8. Local business-development, entrepreneurship, and economic-diversification initiatives; and
9. Other public or community improvements approved by the Board of Supervisors and determined to advance the long-term economic welfare of Jefferson County.

No proposed in-kind contribution shall receive credit unless its scope, value, ownership, public benefit, and completion schedule are expressly approved in the EDA.

E. Estimated Cost and Final Reconciliation

Before execution of the EDA, the applicant shall submit a certified estimate of Total Construction Cost prepared by a qualified contractor, construction manager, engineer, certified public accountant, or other professional acceptable to the County.

The applicant shall provide updated cost certifications at intervals established in the EDA. No later than one hundred eighty (180) days after substantial completion of the project, or of each phase of a phased project, the applicant shall submit a final accounting of actual Total Construction Cost.

The Community Investment Commitment shall be adjusted based upon actual costs. Any deficiency shall be paid within the time established by the EDA. Any overpayment may be credited against a later approved phase or addressed as otherwise provided in the EDA.

The County may review or audit supporting cost records at the applicant's expense when reasonably necessary to verify compliance.

F. Payment Schedule and Financial Security

The EDA shall establish a payment and performance schedule reasonably corresponding with the construction schedule. The Board may require:

1. An initial contribution before ground disturbance;
2. Periodic contributions based upon construction expenditures or project milestones;
3. Final reconciliation before commencement of commercial operation; and
4. An irrevocable letter of credit, bond, escrow, parent guarantee, or other financial security sufficient to secure unpaid obligations.

G. Community Betterment Fund

Any cash contribution shall be deposited into a separate County fund or account established and administered in accordance with Iowa law.

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Funds shall be appropriated and expended by the Board of Supervisors for approved public infrastructure, services, workforce development, environmental protection, economic diversification, or other lawful economic-development and community purposes.

Nothing in this Section commits the County to provide financial assistance to a private person without the public-purpose determination and other action required by applicable law.

H. Economic-Development Incentives

The EDA shall identify any tax incentive, rebate, infrastructure participation, grant, loan, or other economic-development assistance proposed to be provided by the County.

No provision of this Chapter shall be construed as requiring the County to provide an incentive or financial assistance. Any County assistance shall remain subject to separate legal authorization, required public-purpose findings, available appropriations, and the terms of the EDA.

Iowa Code section 15A.1 recognizes economic development as a public purpose but requires the Board to determine that a public purpose will reasonably be accomplished before County funds are used to benefit a private person.

I. Compliance With Applicable Law

The Community Investment Commitment is intended to constitute a negotiated contractual obligation supporting Jefferson County's lawful economic-development and community objectives and shall not be administered as an unauthorized tax.

If a court determines that application of the ten-percent requirement would violate state or federal law, the requirement shall be enforced to the maximum lawful extent. The Board and applicant shall negotiate an amended contribution or benefit package that most closely carries out the purposes of this Section.

SECTION 6. CONTINUING OPERATIONS AND COMPLIANCE

A. Continuing Compliance

The permit holder and operator shall continuously operate the regulated data center in compliance with this Chapter, the approved permit, all permit conditions, approved plans and agreements, and applicable federal and state law.

B. Annual Certification

On or before March 1 of each year, the permit holder shall submit a written certification confirming continued compliance and reporting:

1. Annual and peak electrical demand;
2. Annual and peak water withdrawal and consumption;
3. Material changes to facility equipment or operations;

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4. Fires, spills, hazardous releases, or other significant incidents; and
5. The status of required insurance and financial assurance.

C. Monitoring and Testing

The permit holder shall conduct post-construction and periodic noise, water, and other monitoring required by the permit or approved plans. Results shall be submitted to the County upon completion.

D. Emergency and Operational Plans

Emergency response, water-use, waste-management, and other operational plans shall be reviewed annually and promptly updated following a material operational change or significant incident.

E. Incident Reporting

The operator shall immediately notify appropriate emergency authorities of any emergency and shall notify the County within twenty-four (24) hours of any fire, hazardous release, significant spill, major infrastructure failure, or event reasonably presenting a threat to public health, safety, property, or the environment.

F. Complaints and Corrective Action

The operator shall maintain a procedure for receiving and responding to complaints concerning noise, lighting, traffic, water, drainage, or other facility impacts and shall promptly undertake corrective action when a violation or substantiated adverse impact is identified.

SECTION 7. INSPECTIONS, SUSPENSION, REVOCATION, VIOLATIONS, AND ENFORCEMENT A.

Inspections

The Board of Supervisors or its designated representative may inspect the Project Area at reasonable times to determine compliance with this Chapter, the permit, and approved plans. Except in an emergency, the County shall provide reasonable advance notice and conduct inspections with the consent of the owner or operator or pursuant to lawful process.

The permit holder shall provide reasonable access to relevant facilities, records, monitoring data, and responsible personnel. Refusal of access may constitute grounds for enforcement and the County may seek an administrative or judicial warrant when authorized by law.

B. Notice of Violation and Stop-Work Order

Upon determining that a violation exists, the County may issue written notice identifying the violation, required corrective action, and a reasonable compliance deadline.

When work presents an immediate threat to public health, safety, property, or the environment, or materially departs from the approved permit, the County may issue an immediate stop-work order. Work shall not resume until authorized in writing.

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C. Suspension or Revocation

The Board may suspend or revoke a permit for:

1. Material misrepresentation or omission in the application;
2. Violation of this Chapter, the permit, or an approved plan;
3. Failure to maintain required insurance or financial assurance;
4. Failure to comply with a lawful corrective order; or
5. Creation of a substantial threat to public health, safety, property, or the environment.

Except when immediate suspension is necessary to address an emergency, the permit holder shall receive written notice and a reasonable opportunity for hearing before the Board. An emergency suspension shall be followed by a hearing as soon as reasonably practicable.

D. County Infraction

A violation of this Chapter, a permit condition, or a lawful order issued under this Chapter constitutes a county infraction. Each day a violation continues constitutes a separate offense.

A violation may be punished by a civil penalty not exceeding seven hundred fifty dollars ($750.00), or one thousand dollars ($1,000.00) for each repeat offense, as authorized by Iowa Code sections 331.302 and 331.307.

E. Additional Remedies

In addition to civil penalties, the County may seek:

1. Injunctive or declaratory relief;
2. An order requiring cessation, correction, or abatement of the violation;
3. Authorization for the County to correct or abate the violation;
4. Recovery of inspection, enforcement, correction, abatement, and litigation costs;
5. A draw upon any bond, escrow, letter of credit, or other financial assurance; and
6. Any other remedy available at law or in equity.

The pursuit of one remedy does not preclude the County from pursuing another lawful remedy. Iowa Code section 331.307 permits a court to order cessation or abatement, authorize County correction, and assess correction costs against the responsible party or affected property.

F. Responsible Parties

The applicant, permit holder, property owner, and operator may each be held responsible for violations occurring within their respective ownership, control, or contractual responsibility. Transfer of ownership or operation does not relieve a person of liability for a violation occurring before the transfer.

SECTION 8. DECOMMISSIONING AND SITE RESTORATION

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A. Decommissioning Required

A regulated data center, or any material portion thereof, shall be decommissioned when permanently abandoned, when operation has ceased for twelve (12) consecutive months without written extension from the Board of Supervisors, or when required following permit revocation.

B. Decommissioning Plan

Decommissioning shall be completed in accordance with the approved Decommissioning and Site Reclamation Plan. Unless otherwise approved by the Board, decommissioning shall include:

1. Removal of buildings, equipment, generators, batteries, fuel tanks, foundations, utilities, and other project improvements;
2. Lawful recycling, reuse, or disposal of all materials and waste;
3. Removal and remediation of hazardous substances and contaminated soil;
4. Restoration of drainage, soil stability, vegetation, and access areas; and
5. Return of the property to a safe and reasonably usable condition.

C. Completion Period

Decommissioning and restoration shall begin within ninety (90) days after abandonment or cessation is established and shall be completed within eighteen (18) months, unless the Board approves a reasonable extension.

D. Financial Assurance

The permit holder shall continuously maintain financial assurance sufficient to cover the estimated cost of decommissioning and restoration. The amount shall be reviewed and updated at least once every five (5) years and upon any material expansion of the facility.

E. County Action Upon Default

If the responsible party fails to timely complete decommissioning, the County may draw upon the financial assurance and enter the Project Area, pursuant to lawful authority, to complete the work. The applicant, permit holder, property owner, and operator shall remain liable for costs exceeding the available financial assurance.

F. Release

Financial assurance shall not be released until the County determines that decommissioning and site restoration have been satisfactorily completed.

SECTION 9. APPEALS

A. Administrative Decisions

A person aggrieved by a written decision, order, or determination of a County official under this Chapter may appeal to the Board of Supervisors by filing a written notice of appeal with the County Auditor within twenty (20) days after service of the decision.

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The Board shall provide notice and an opportunity to be heard and may affirm, modify, or reverse the decision.

B. Board Decisions

A decision of the Board of Supervisors approving, denying, suspending, or revoking a permit, or deciding an administrative appeal, constitutes final County action. The Board shall issue its decision in writing and state its findings and conclusions.

C. Judicial Review

A person aggrieved by final County action may seek judicial review in the Iowa District Court for Jefferson County through certiorari or any other remedy available under Iowa law.

D. No Automatic Stay

An administrative or judicial appeal does not automatically stay a stop-work order, emergency suspension, enforcement order, or other challenged decision unless the Board or a court of competent jurisdiction orders otherwise.

SECTION 10. CONFLICT AND REPEALER

All ordinances or parts of ordinances in conflict with this Chapter are hereby repealed to the extent of the conflict. Where another lawful requirement is more restrictive, the more restrictive requirement shall govern.

SECTION 11. SEVERABILITY

If any section, subsection, sentence, clause, or provision of this Chapter is adjudged invalid or unconstitutional, that judgment shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

SECTION 12. SAVINGS

Except as expressly amended by this Ordinance, the Jefferson County Code of Ordinances shall remain in full force and effect. Adoption of this Ordinance shall not affect any right, obligation, proceeding, violation, or liability existing before its effective date.

SECTION 13. EFFECTIVE DATE

This Ordinance shall take effect after its final passage, approval, and publication as provided by law.

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RESOLUTION No. _____
ESTABLISHING A TEMPORARY MORATORIUM ON THE APPROVAL OF APPLICATIONS FOR REZONING, SUBDIVISION, OR SITE PLAN - AND ON THE ISSUANCE OF BUILDING PERMITS - FOR DATA CENTERS IN UNINCORPORATED JOHNSON COUNTY

WHEREAS, facilities used for the storage, management, processing, and transmission of digital data, which house computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage including but not limited to High Density Computing Facilities ("Data Centers") have the potential to create an excessive burden on energy and water resources, affecting nearby property owners as well as all residents who rely on the local power distribution grid for electricity or subterranean aquifers for potable water; and

WHEREAS, Data Centers are an allowed use in the MH-Heavy Industrial zoning district, pursuant to Section 8:1.19.A of the Johnson County Unified Development Ordinance, subject to consideration and action of a Site Plan by the Johnson County Board of Supervisors and associated building permits by the Johnson County Building Official; and

WHEREAS, the Johnson County Board of Supervisors recognizes that Data Centers may affect the availability of water and reliable electricity to the surrounding area and the Board desires that all applications for Data Centers be considered consistently with the stated goals of the Johnson County Comprehensive Plan that development, "support and implement sustainability strategies that preserve natural resources", "support and advance energy efficiency, resource conservation, and renewable energy programs, policies, and uses" and "continue to protect and improve Johnson County's natural resources: land, water, and air," so that the most appropriate uses of land are encouraged throughout unincorporated Johnson County; and

WHEREAS, the Johnson County Board of Supervisors recognizes that Data Centers may affect the character of the surrounding area and the Board desires that all applications for Data Centers be considered consistently within the purpose and intent of the Johnson County Unified Development Ordinance so that the most appropriate uses of land are encouraged throughout unincorporated Johnson County; and

WHEREAS, the Johnson County Board of Supervisors desires to explore the possibility of adopting supplemental conditions and/or changing the procedural review and approval requirements for Data Centers as contemplated in the Unified Development Ordinance; and

WHEREAS, adding said supplemental conditions and/or changing said procedural review requirements would necessitate amendment of the Unified Development Ordinance, which is subject to the public hearing process;

NOW, THEREFORE, BE IT RESOLVED that the Johnson County Board of Supervisors hereby establishes a temporary moratorium on the approval of any applications for rezoning, subdivision, or Site Plan approval - or the issuance of any building permits - related to the siting or construction of a Data Center in unincorporated Johnson County, expiring at 11:59 p.m. Central Time on Sunday, November 8, 2026, unless extended by further action of the Board of Supervisors, to allow the above referenced changes to the Johnson County Unified Development Ordinance concerning Data Centers to be duly considered by the Johnson County Planning and Zoning Commission and the Johnson County Board of Supervisors; and

BE IT FURTHER RESOLVED that the Johnson County Board of Supervisors reserves the right to end the moratorium prior to the approved term of the moratorium upon completion of the amendments to the Unified Development Ordinance and satisfactory resolution of the issues as determined by the Johnson County Board of Supervisors; and

BE IT FURTHER RESOLVED that the moratorium approved by this Resolution shall become effective immediately upon adoption of this Resolution.

It was moved by _____ and seconded by _____ the Resolution be adopted this _____ day of November, 2025.

Roll Call: Fixmer-Oraiz _____ Green _____ Green-Douglass _____ Remington _____ Sullivan_____

ATTEST:

_____
Jon Green, Chairperson
Board of Supervisors

_____
Julie Persons, Auditor
Johnson County, Iowa

Date:

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 165 "ZONING REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF PALO, IOWA

SECTION I. PURPOSE. The purpose of this ordinance is to amend Chapter 165 to include an exclusive use district for data centers.

SECTION II. SECTION ADDED. Section 165.16A of the Palo, Iowa Code of Ordinances is hereby added as follows.

165.16A EU-1 DATA CENTER EXCLUSIVE USE DISTRICT

The purpose of the EU-1 Data Center Exclusive Use District is to provide a clear, comprehensive, and predictable regulatory framework for the siting and operation of large and small data centers within the City of Palo.

1. Permitted Principal Use

   A. Data centers

2. Permitted Accessory Uses and Structures.

   A. Battery energy storage systems (BESS).
   B. Solar arrays and other similar on-site renewable power generation systems.
   C. On-site standby or backup power generation.
   D. Electrical substations, switchyards, or power distribution equipment.
   E. District energy or microgrid infrastructure.
   F. Water treatment and recycling facilities.
   G. Office, maintenance, and employee support facilities incidental to the data center.

3. Major Site Plan Required. A major site plan shall be submitted and reviewed prior to the approval of a data center. A data center shall require rezoning to the EU-1 District, unless it is already located within the EU-1 District.

4. Additional Information.

   A. The following information shall be submitted on the major site plan, or in narrative form, supplied by the applicant with any application for rezoning to the EU-1 District:

      (1) Legal description of all parcels of real property leased and/or owned, that are identified to be part of the project area.

      (2) A description of the project including development timeline, location of buildings, parking, and approximate number of employees.

B. The following information shall be submitted prior to issuance of the first building permit for the data center:

(1) Planned location of underground or overhead electric lines, grid interconnection points, project entrances, staging areas, and access roads required during construction and post construction.

(2) Written verification from the proposed power provider that the applicant has verified the utility supply can be accommodated for the applicant's proposed use.

(3) Lighting Plan. A lighting plan shall be submitted providing details of the light spread and intensity diagrams, fixture specifications, and mounting height details. Any lighting used for outdoor illumination on the property shall be full-cutoff fixtures so that light does not shine upward or adversely impact adjoining properties.

(4) The applicant acknowledges that permits for generators and related equipment are issued by Linn County, Iowa. The applicant shall simultaneously provide to the City complete copies of all applications, plans, and supporting materials submitted to Linn County for such permits, including any revisions or supplements thereto. The plan shall demonstrate that the proposed data center will comply with all applicable local, county, state, and federal permitting requirements..

(5) Road use agreement. An approved Road Use Agreement containing the information and conditions specified in Section 165.16A(11) is required before the start of construction.

(6) Pre-construction noise analysis. Completed analysis shall be submitted in accordance with 165.16A(12).

(7) Emergency Response Plan. The applicant shall submit an emergency response plan as described in 165.16A(16).

(8) Site and structure requirements, including:

(a) Stormwater management plan.
(b) Stormwater pollution prevention plan.
(c) Erosion and sediment control plan.
(d) All Data Center production equipment (computers, servers, etc.) shall comply with Building Code requirements. Said structure(s) shall be placed on a permanent foundation.

(9) Economic Development Agreement. If incentives are requested by the Applicant, the applicant shall enter into an Economic Development Agreement ("EDA") with the City, approved by the City Council as described in Section 165.16A(15).

(10) For any data center facility consisting of one or more buildings (whether constructed simultaneously or in separate phases), the applicant shall not be required to submit or resubmit the items referenced in Sections 165.16A(4)(B)(1)-(9) as to any building or phase of buildings constructed after the initial building permit is issued, if such building or phase of buildings were contemplated on the relevant submission delivered under said Sections 165.16A(4)(B)(1)-(9) in connection with the first building permit issued for the data center and the scope and footprint of the project has not substantially changed from the time of initial submission.

5. Required setbacks.

A. 200 feet to property lines.

B. 1,000 feet (measured from the closest outer wall of the closest building on the data center property) to the closest outer wall of a place of public assembly (existing at the time the property is rezoned for data center uses) and 1,000 feet (measured from the closest outer wall of the closest building on the data center property) to the property line of any residentially zoned property. "Residentially zoned property" does not include non-conforming residential properties in non-residential zoning districts.

6. Street access. The site shall have access to a hard surfaced road of sufficient capacity to accommodate the traffic that the use will generate, with continuous hard surfaced connection to a City Street or state or federal highway.

7. Access. Vehicular access points shall create a minimum of conflict with through traffic movement.

8. Parking. Off-street parking and loading areas shall be required according to the following provisions.

A. Off-Street loading areas. The following off-street loading areas shall be provided and maintained for data centers.

(1) There shall be at least one off-street loading berth for each data center building; and

(2) In addition to the minimum berth, additional off-street loading berths shall be provided when any of the following thresholds are met. The number of additional berths required shall be determined as follows:

(a) Delivery/Service Trip Volume (30+ foot vehicles). One additional off-street loading berth shall be provided for each increment of ten (10) delivery/service vehicle trips per business day, involving vehicles exceeding thirty (30) feet in length, above a baseline of ten (10) such trips per business day. (Example: 0–10 trips/day = no additional berth; 11–20 trips/day = 1 additional berth; 21–30 trips/day = 2 additional berths; etc).

(b) Tractor-Trailer Deliveries. One (1) additional off-street loading berth shall be provided if the facility is projected or documented to receive more than three (3) tractor-trailer deliveries in a day on a recurring basis, and an additional berth shall be provided for each additional increment of three (3) tractor-trailer deliveries per day on a recurring basis. (Example: 0–3 deliveries/day = no additional berth; 4–6 deliveries/day = 1 additional berth; 7–9 deliveries/day = 2 additional berths; etc).

(c) Security Checkpoint. Where a gated entrance, guardhouse, or security checkpoint is provided, the applicant shall demonstrate that delivery/service vehicles can queue entirely on-site without obstructing the public right-of-way. If the applicant cannot meet this standard, additional loading capacity or on-site staging/stacking shall be required as determined by the Zoning Administrator.

(3) When thresholds in subsection (A)(2) would require additional berths, Zoning Administrator may approve an alternative compliance plan in lieu of some or all additional berths, upon finding that the alternative will prevent on-street loading and off-site queuing and will not interfere with fire lanes or emergency access. Alternatives may include, without limitation:

(a) Scheduled delivery windows and appointment-only deliveries;

(b) a designated on-site staging/laydown area for short-term loading activity;

(c) reconfiguration of circulation or stacking to avoid spillback; or

(d) shared loading arrangements, where permitted, supported by a recorded easement or enforceable agreement.

B. Off-Street loading area design standards. Required off-street loading areas shall meet the following design standards;

(1) Size. Each loading berth shall not be less than 15 feet in width, 60 feet in length, and 15 feet in height.

(2) Location. Such berth may occupy part of a required yard space, however, required off-street loading areas shall not occupy required buffer areas between data center lots and adjacent non-commercial or non-industrial lots, and no berth shall be constructed in the required side yard of a building that is adjacent to a residential district.

C. Off-Street parking areas required. In areas of data center development, off-street parking shall be required based on 1.50 spaces per each full-time permanent employee.

D. Off-Street parking area design standards. Required off-street parking areas shall meet the following design standards.

(1) Parking space size. Each parking space shall contain a minimum area of not less than 300 square feet including parking stall area, backup area and aisle area. Parking stalls shall have a width of not less than 9 feet, and depth of not less than 18 feet.

(2) Handicapped parking. Off-street parking areas shall be designed to meet the number, placement, size and marking and identification requirements for handicapped parking contained in 42 USC 12181-9 and I.C.A. §321L.5.

(3) Computation. When determination of the number of off-street parking spaces required by this chapter results in a requirement of a fractional space, the number of spaces shall be rounded up to the next whole number. Parking spaces required on an employee basis shall be based on the maximum number of employees on duty or residing, or both, on the premises at any one time.

(4) Access. Where a lot does not abut a public or private alley or easement of access there shall be provided an access drive not less than 18 feet in width leading to the loading and unloading space and parking or storage areas required hereunder in such manner as to secure the most appropriate development of the property in question.

(5) Surfacing, Grading, Drainage. All drives and parking areas are to be paved with an asphaltic concrete pavement, or such other hard but permeable pavement.

(6) Marking and delineation. Marking and delineation of off-street parking areas shall be required.

(7) Maintenance. Off-street parking areas shall be maintained in good condition and any required marking, surfacing, grading and drainage shall meet the conditions of approval on an on-going basis.

9. Buffers. A buffer shall be provided when a data center abuts non-commercial or non-industrial land uses or zoning districts. A buffer shall not be required where the data center site is separated from abutting property by a natural feature that functions as an effective visual and physical barrier similar to the below requirements, including but not limited to rivers with defined bed and banks, substantial wooded areas, or similar natural landforms, as determined by the Zoning Administrator or their designee.

A. The buffer shall be a minimum of 50 feet. The buffer width may be reduced by up to ten percent by requesting a variance from the Board of Adjustment. A variance may be granted when, because of an exceptional situation, topographical condition, surroundings, size, shape or other condition of the property, the strict application of the buffer width provision would result in practical difficulties for the owner of such property.

B. All buffer areas shall be landscaped or fenced to provide visual screen, and shall not include any structures other than allowed fencing, parking areas, storage areas, playgrounds, or other similar facilities.

(1) Fencing may be used to meet the buffer requirement but shall not exceed 50 percent of the total buffer distance required, provided fence height shall not exceed 12 feet. Height, for the purpose of meeting the requirements of this subsection, shall be measured from the ground surface to the highest point of the fence. Setback requirements shall not apply to fences.

(2) Landscaping shall use any combination of berms, native plants and tree species to achieve a visual buffer no less than 25 feet in height. Notwithstanding the foregoing, the 25 feet minimum height of the landscaping can be measured at maturity provided that tree species shall have a height of at least 6 feet within three years of installation. Berms must be vegetated to minimize erosion and to slow stormwater runoff.

(3) Visual screening shall be measured under leaf-on conditions and shall be measured from the elevation of the shared property line.

(4) Buffer areas may include drainage swales, stormwater retention or infiltration areas, or other stormwater management areas only if landscaping and visual screening requirements can also be met.

(5) Lot frontage on a public street shall be separated from the edge of the abutting property line by a landscaped yard of at least 20 feet in width, except where driveway accesses occur.

(6) All buffer areas shall be kept free of litter, debris, noxious weeds, and species of plants identified by the state IDNR as exotic or invasive.

10. Sewer and Water Connections. Applicants shall adhere to the City code sections pertaining to Sewer and Water Systems, including but not limited to Chapter 90 (Water Service), Chapter 92 (Water Meters), Chapter 92 (Water Rates), Chapter 93 (Water Conservation), Chapter 95 (Sanitary Sewer System), Chapter 96 (Building Sewers and Connections, Chapter 97 (Use of Public Sewers) and Chapter 99 (Sewer Service Charges), as amended. All connections, usage, construction, materials, design standards, fees, and rates shall conform to City requirements and adopted schedules.

A. Any extensions, upgrades, upsizing, or other additional infrastructure required to provide water and/or sanitary sewer service to the applicant or required to accommodate the applicant's proposed use or demand, shall be the sole responsibility of the applicant and shall be memorialized in a development agreement between the applicant and the city. Such responsibility includes all costs associated with planning, engineering, design, permitting, inspection, construction, and installation, whether the improvements are located on-site or within the public right-of-way, unless otherwise expressly agreed to in writing by the city.

B. Applicants shall utilize the City water supply and sanitary sewer systems for domestic demands when service is available, in accordance with City Code requirements. Alternative water supply or wastewater disposal systems may only be used when connection to the City system is determined to be not feasible, as mutually agreed upon by the applicant and the City.

C. Applicants may apply to use City water and/or sanitary sewer services for industrial, commercial, or process-related demands, but such use is not required. If the applicant elects to use City water and/or sewer services for these demands, the applicant shall be fully responsible for all additional infrastructure, system improvements, capacity upgrades, pretreatment requirements, and related costs necessary to support such use, including all planning, design, and construction costs, and shall pay all applicable rates and charges established by the City.

11. Avoidance and mitigation of damages to public infrastructure.

A. Roads. Applicants shall identify all roads planned to be used for the purpose of transporting equipment for construction, operation, or maintenance of the data center and obtain applicable weight and size permits from the impacted road authority prior to construction.

B. Existing road conditions. Applicant shall conduct and provide evidence of a pre-construction roadway conditions survey, in coordination with the City's Public Works Department and City Engineer, to determine baseline road conditions and authority. The survey shall adequately document all road, road right of way, and public drainage infrastructure conditions requested for use during all phases of construction.

C. Transportation Impact Analysis. Applicants shall submit a transportation impact analysis prepared by a licensed engineer detailing how the proposed data center development will impact the surrounding roadway network during and after construction. Roadways to be included shall not be limited to the roads within the City, the study shall be comprehensive of all roads to be impacted outside of the interstate system. Key intersections and corridors to be evaluated shall be discussed with the City Public Works Department and City Engineer prior to performing the analysis. The review shall address, at a minimum, capacity, delay, safety impacts, site access design, internal circulation, multimodal accommodations and anticipated trip generation based on industry-standard methodologies. The analysis shall recommend mitigation measures such as turn lanes, signal installation or timing adjustments, or roadway upgrades to ensure the transportation system can safely and efficiently accommodate the added demand. The report shall detail the timeline of improvements needed based on construction activities and anticipated full-time traffic volumes at the end of construction. Information from this analysis shall be used in determining the requirements of the road use agreement.

D. Road Use Agreement. An approved Road Use Agreement containing the information and conditions specified in this section is required before the start of construction. Applicants shall enter into a Road Use Agreement with the City that clearly details responsibilities for on-going road maintenance and dust control measures for all identified City streets during all phases of construction. The Road Use Agreement may require certain applicant undertakings, including but not limited to providing financial assurance in the form of an irrevocable letter of credit, bond, cash, escrow, parent guarantee, or other form of security or guaranty acceptable to the City. At construction completion, applicant shall, unless otherwise provided in the applicable Road Use Agreement, conduct and provide evidence of a post construction roadway conditions survey, in accordance with the Road Use Agreement and in coordination with the City's Public Works Department and City Engineer, to verify that road conditions, to the extent impacted by applicant's use in the construction of its data center, have been restored, as far as reasonably practical, to pre-construction conditions or as otherwise required by the Road Use Agreement.

E. Drainage system. The applicant shall be responsible for repair of damage to public drainage systems stemming from construction, operation, or maintenance of the data

center. Applicant shall acknowledge any damage to public drainage systems and the responsibility for repair in a timely manner within 72 hours of damage discovery.

12. Noise Analysis. No operating data center equipment shall produce decibel levels exceeding any of the following limitations except during initial construction and routine maintenance. Adequate setbacks and effective sound mitigating equipment shall be used to comply with these limitations:

    A. The average hourly noise level shall not exceed 55 dBA or 65 dBC as measured from the outer wall of any occupied structure within residentially zoned property adjacent to the proposed development. For property adjacent to the proposed development that is not residentially zoned, the average hourly noise level shall not exceed 65 dBA or 75 dBC as measured from the outer wall of any occupied structure. The average decibel limit is specific to source of the sound and does not count against cumulative ambient decibel levels as established in a baseline acoustic evaluation.

    B. Equipment testing, maintenance activities, and construction activities that generate elevated noise, including generator testing, shall be limited to the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise approved by the Mayor or his/her designee. City approval for excessive noise generation shall not be unreasonably withheld.

    C. The average hourly decibel level may be exceeded during short-term events such as severe windstorms.

    D. A pre-construction and post-construction noise evaluation shall be completed by a certified professional by the Institute of Noise Control Engineering (INCE), or a licensed Professional Engineer (PE) to verify compliance with the City's standards. The post-construction noise evaluation shall be completed after completion of all planned data center buildings at the end of construction (as defined in Sections 165.16A(12)(E)).

    E. Commencing on the fifth anniversary of the end of construction, as defined hereafter, and continuing every 5 years thereafter, for so long as the data center operates, a noise evaluation shall be completed at the operators expense by a certified professional by the Institute of Noise Control Engineering (INCE), or a licensed professional engineer (PE) to verify compliance with the City's standards in Sections 165.16A(12)(A). Completion of all data center buildings, or end of construction, means the date on which all of the following have occurred: completion of construction of the data center or, in the case of a phased or multi-building campus, all buildings of the multi-building data center campus, and issuance of a certificate of occupancy for all related buildings; and the data center operator has communicated, in writing, to the Mayor or his/her designee that it has completed the data center campus; provided, that, if all construction has

stopped on the property for more than 6 consecutive calendar months, other than due to delays by the City in processing related permits or approvals, then "end of construction" as used herein shall be deemed to have occurred as of the last day of such calendar month. This 6-month time frame may be extended by the mayor or his/her designee.

F. The owner(s) of adjacent property may voluntarily agree, by written and recorded waiver, to a higher average hourly decibel level than those allowed within this subsection. This agreement must be recorded with the office of the Linn County Recorder so that future owners of the property are on notice of the agreement.

13. Water Supply. The Applicant shall obtain all necessary Water Use Permits from the Iowa Department of Natural Resources (IDNR). The issuance of Water Use Permits by the IDNR shall serve as demonstration that there is a sufficient reliable water supply to meet all projected water demands without undue adverse impacts on existing users, aquifers or surface waters. To assist in the City's assurance the applicant must also comply with the following requirements:

    A. The applicant shall submit the Water Use Permits to the City three weeks prior to submitting an application to the Iowa Department of Natural Resources for a Water Use Permit. This advance submission is to allow the City time to review and provide comment to the State during the applicable review and public comment process.

    B. The applicant shall share the same water information with the City that it shares on a monthly and annual basis with IDNR. Coordination is necessary during periods of water supply constraint, drought, and emergency conditions, and applicant shall act strictly in accordance with the priority allocation and restriction mandates issued by the IDNR or the State of Iowa pursuant to Chapter 50 of Part 567 of the Iowa Administrative Code and Subchapter III, Part 4, Chapter 455B of the Iowa Code and any other relevant local ordinance as amended. The applicant shall demonstrate coordination with the IDNR regarding applicable Water Use Permits, interference mitigation procedures, monitoring obligations, and compliance procedures. Demonstration of this coordination shall be, at a minimum, by supplying all documents submitted to the IDNR simultaneously to the City. Notwithstanding anything in this Section to the contrary, the applicant may redact confidential or proprietary information from any submission hereunder consistent with Chapter 22 of the Iowa Code.

14. Water Quality Review. The Applicant shall obtain all necessary National Pollutant Discharge Elimination System (NPDES) permits required through the IDNR, both Individual and General. Application documents shall be submitted to the City at the same time as to the IDNR to allow the City time to provide the IDNR any comments during the review process. Also, once a permit has been issued the City shall be copied on any

compliance documentation submitted to the IDNR for the duration of the permitted activities.

15. Economic Development Agreement. Prior to issuance of the first building permit for the data center and in the event the applicant requests incentives, the applicant of a data center shall enter into an Economic Development Agreement ("EDA") with the City, approved by the City Council. The purpose of the EDA is to establish ongoing cooperation between the City and the project operator, a description of any applicable incentives that the project operator will receive (subject to the terms of the EDA), and to provide ongoing contributions that advance the City's fiscal, infrastructure, and community goals related to hosting data center facilities. The City shall retain full reasonable discretion to determine the form, structure, and use of funds or benefits provided under any EDA. In the event the applicant does not request any incentives then this section shall not apply. Notwithstanding the foregoing, in the event the applicant is within 1,000 feet (measured from the closest outer wall of the closest building on the data center property) to the property line of any residentially zoned property, ("Residentially zoned property" does not include non-conforming residential properties in non-residential zoning districts) the applicant shall consider implementing a Property Value Protection Plan. The purpose of the Property Value Protection Plan is to address potential impacts to nearby residential property values associated with the development and operation of the data center Nothing in this section shall limit the City's authority to negotiate terms appropriate to the scale, location, and nature of a specific project, or to enter into separate agreements addressing road use, infrastructure improvements, or other matters related to the development of the data center.

16. Emergency Response Plan. The applicant shall submit an emergency response plan prior to any ground disturbance at the project site detailing the planned response actions that will be taken by facility representatives in the event of an emergency. These actions are intended to minimize health risks to personnel and people in the surrounding community, as well as minimize adverse impacts to the environment. The emergency response plan shall also identify the applicants' actions when sustained drought conditions are incurred.

    A. The plan shall include, but is not limited to, a detailed narrative of response procedures and the facility representatives responsible for management of the following plausible contingencies that could occur at the facility: natural disaster/severe weather, fire, security incident, capacity/transmission, environmental, chemical, pipeline (if applicable), sustained drought or water supply shortages, and medical. It shall include procedures for a site evacuation, designated egress routes, and emergency staging areas.

    B. The plan shall include a stand-alone section detailing the emergency response protocols specific to battery energy storage areas (if applicable).

C. The plan shall include a stand-alone section detailing the emergency response protocols specific to times of sustained drought conditions or water supply shortages. Surface water monitoring gauges and groundwater monitoring wells may be established to serve as indicators of water supply shortages. The plan should include specific water level triggers that will indicate emergency response actions.

D. The plan shall be developed in coordination with local first responders, City Staff and Linn County Emergency Management.

E. Notwithstanding anything in this Section to the contrary, the applicant may redact confidential or proprietary information from any submission hereunder.

17. Notification Requirements. To assist in providing adequate notice to interested parties, the applicant for a rezoning to the EU-1 District shall:

A. Within 14 days of filing the rezoning application with the zoning administrator, mail a notice via first class mail to property owners and tenants within 1,000 feet of the subject site explaining the request and identifying the subject property.

B. Prior to the application being heard at the Planning and Zoning Commission meeting, the applicant shall host a public informational meeting held at a location reasonably accessible to all identified property owners. Applicants must mail a notice of the public informational meeting via first class mail to property owners and tenants within 1,000 feet of the subject site.

(1) Applicants must submit a list of the property owners and tenants contacted, a copy of the notice sent, and a notarized affidavit stipulating to the mailing to the City Clerk.

SECTION III. SECTION MODIFIED. Section 165.02 of the Palo, Iowa Code of Ordinances is hereby modified to include the following additional definitions:

"Data center" means a building, structure, or facility, or group of buildings or structures, whose primary purpose is the centralized storage, processing, management, or transmission of digital data or information through computer servers or telecommunications equipment. A data center may include server farms, cloud computing facilities, colocation facilities, and similar uses.

"Places of public assembly means buildings or facilities where people gather for civic, educational, religious, or cultural purposes, including, but not limited to retirement and nursing homes, schools, childcare homes and centers, group homes, hospitals, detention facilities, or human service facilities, not including facilities allowed as an accessory use to the principal use in question.

SECTION IV. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION IV. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION V. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____ 2026.

_____
Bryan Busch, Mayor

ATTEST:

_____
Jennifer Fencl, City Clerk

First Reading:

Second Reading:

Third Reading:

Final Approval Given:

I certify that the foregoing was published as Ordinance No. _____ on _____, 2026

_____
Jennifer Fencl, City Clerk



Just the Facts: Data Centers & Water

Microsoft Data Centers in West Des Moines

Microsoft Corp. owns six data center campuses in West Des Moines. Once referred to as server farms, data centers contain rows and rows of massive supercomputers (such as the ones pictured to the right) that store information, power apps, provide storage redundancy, ensure access to essential communications, and enable artificial intelligence (AI) and related tools.



As these supercomputers perform their many functions, they also generate heat and must be cooled to avoid disruption. Several of the Microsoft data centers operating in West Des Moines employ evaporative cooling, a process that uses water to maintain optimum temperatures, especially during the unpredictable Iowa summer weather.

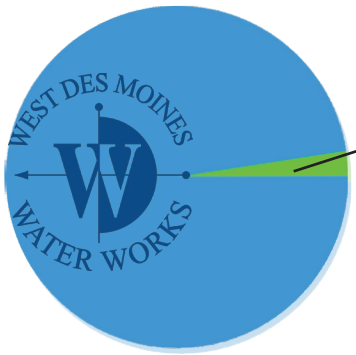
This method of cooling with water, also used by several other businesses in West Des Moines on a smaller scale, has drawn the attention of the media, academics, government officials and others concerned about water.

Largest Water Users

WDMWW publishes the 25 largest water users in its public monthly board report. Microsoft is often **NOT** the largest user; as a case in point, data centers only topped the largest user list once between January and April 2026.

2025 During this unprecedented year, lawn watering, which normally accounts for 30% to 40% of summer peak usage and sometimes up to 50% (August 2022), was greatly reduced by the irrigation ban.

Microsoft data centers used 2.4% of total water usage in West Des Moines in 2025.



2.4%

Data center water usage in 2025 as a percentage of WDMWW's distribution

By joining Central Iowa Water Works, WDMWW became part of a regional system serving 12 members and 600,000 people in the metro. Microsoft data centers use proportionately less of the regional system, whereas lawn-watering remains at 30% to 40% during peaks.



0.3%

Microsoft data center water usage as a percentage of CIWW's total production in 2025

Historically, July with its higher temperatures and lower rainfall is a peak usage month. In July 2025, the watering ban was in effect for 18 days. Data center use in July comprised only **0.9%** of the water produced by CIWW.

Water Quality in 2025 and 2026

Data centers do not affect the quality of the source water treated at the A.C. Ward Municipal Water Treatment Plant or any other facility owned by CIWW, nor did the water provided to data centers lead to the metro's first-ever lawn-watering ban in 2025.

Data centers perform an essential function. Imagine not being able to download an app, meet via Teams or Zoom, post a picture or call 911. Data centers make all of that happen.

The watering ban in 2025 was instituted to address a water quality problem stemming from excessively high nitrate concentrations in the Raccoon and Des Moines rivers as a result of agricultural runoff.

CIWW's decision on May 27, 2026, to issue a Stage 2 Alert of the agency's Water Use Plan is also not related to data center water use. The request for a 50-percent reduction in watering is due entirely to unprecedentedly high nitrate concentrations in the Raccoon and Des Moines rivers for nearly all of 2026.

Mitigating high nitrate reduces the treatment capacity of the Fleur and McMullen plants as much as 25% or more. The higher the nitrates climb in our sources, the more limited our treatment capacity becomes.

Microsoft Has Invested $25 Million in WDMWW's System, Adding Resiliency

2008 The City of West Des Moines announced development of the first Microsoft data center campus in the community. Since that time, WDMWW has been providing water to data centers as it would any other commercial, industrial or essential customer.

2023 WDMWW and Microsoft signed a **Memorandum of Understanding** (MOU) that articulated the recognition of the need for stewardship and commitment to preserving resources in order to provide safe drinking water to the West Des Moines Community. In turn, Microsoft invested **$25 million** in WDMWW to ensure water resiliency.

Fulfilling its commitment outlined in the MOU, Microsoft has funded significant improvements in the WDMWW water system that will benefit all customers with added resiliency and protection from water quality limitations in the future.

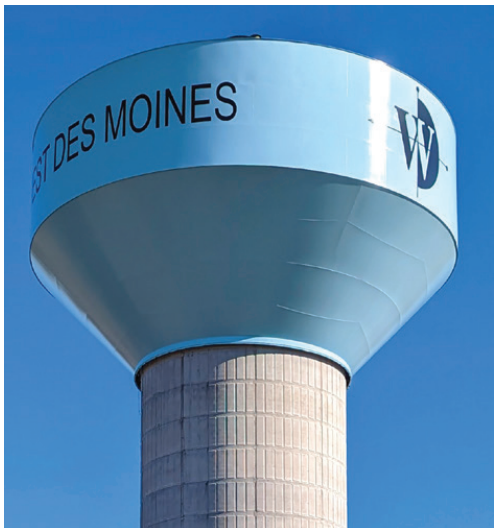
Two major projects that improve the West Des Moines water system that are 100% financed by Microsoft are the aquifer storage and recovery well in Valley View Park and the Adams Street water tower.

Aquifer Storage and Recovery (ASR)

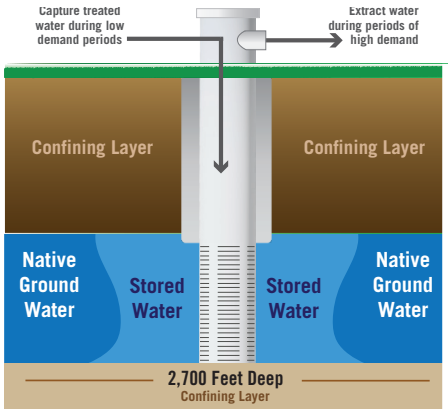
The ASR will allow West Des Moines Water Works to store 300 million gallons of water in the Jordan Aquifer. This amounts to the same volume as building 150 elevated towers, but at a fraction of the cost.

Once this is fully online, it will provide a significant portion, if not all, of the water Microsoft data centers require.

> *Microsoft recognizes that the community may have concerns about data center water consumption. As it strives to meet the needs of its data center customers, Microsoft recognizes the importance of preserving and expanding the availability of water to the West Des Moines community and is committed to responsible water use and stewardship.*
>
> **MEMORANDUM EXCERPT**
> **December 4, 2023**



The Adams Street water tower (pictured above) adds 2 million gallons of water storage to the water system.







Agenda Information Memo
January 13, 2026, Special City Council Workshop

V. Land Use and Zoning for High-intensity Technology Uses

Direction for Consideration:

Provide direction to staff regarding whether the City should consider an ordinance amendment to address data centers and cryptocurrency mining.

Background:

- Data centers are dedicated facilities housing the servers, storage, and network gear that run digital applications and store critical data. Data centers are the physical facilities that support the internet and Artificial Intelligence (AI).
    - The data center industry has been growing exponentially in recent years, both in numbers and size of data centers.
- Cryptocurrencies use a peer-to-peer database known as a blockchain to maintain a secure ledger of transactions. Cryptocurrencies require extremely complex computations to verify each transaction and add a record, or block, for that transaction. Cryptocurrency mining is the process of using computers to validate cryptocurrency transactions.
    - The City has received only one inquiry for cryptocurrency mining which has yet to submit a formal application.
    - Media reports suggest that demand for cryptocurrency mining will increase.
    - The 2026 Planning Work Plan includes a potential ordinance amendment to address cryptocurrency mining. The Council indicated that cryptocurrency mining be a low 2026 Work Plan priority.
- The City of Eagan currently has four existing or under construction data centers:
    - Former Unisys property (3199 Pilot Knob Road). The former Unisys property has an existing data center that is an accessory use supportive of the primary major office use on the site, also called an enterprise data center. The site is guided MO-Major Office and zoned RD-Research and Development.
    - DataBank (3255 Neil Armstrong Blvd.). DataBank is a 20 MW (mega watt) co-location facility which repurposed a previous commercial bakery use. The property is guided and zoned BP-Business Park.
    - Centra at Thomson Reuters redevelopment (3640 Nasseff Way). A former Thomson Reuters data center was reused as a 12 MW data center with no increase in water or electricity usage. The site is guided IND-Limited Industrial and zoned PD-Planned Development.

    - Oppidan (3621 Argenta Trail). A 5 MW edge data center was designed and built for a specific, unnamed end user. The proposal met existing guide plan (IND-Limited Industrial) and zoning (I-1-Limited Industrial) standards.
- The City has previously reviewed data centers as a warehouse use – essentially storage space for servers. Consequently, the City has approved data centers in Business Park and Industrial zoning districts where warehouse uses are common.
- In recent years, driven by the data needs of AI, the size of data centers has increased dramatically. Whereas in past years, a large data center may have been 20 to 50 MW, hyperscale data centers today are 100+ MW.
- As the size of data centers has grown, so have impacts of noise and resource usage on the surrounding community.
    - A 20 MW data center has water usage comparable with apartment buildings and hotels, however a much larger data center may strain the City's water supply particularly in the warmer months.
    - Data centers can require large amounts of noise-producing exterior equipment including cooling fans and back-up power generators.
- Because Eagan has a precedence of reviewing data centers as warehouse uses and allowing them in Business Park and Industrial districts, the City may have limited ability to review environmental impacts or place conditions on data centers that are proposed as reuse or redevelopment projects in districts in which warehouse uses are permitted.
- Although the City does not have large, undeveloped properties, it does have significant areas of Business Park and Limited Industrial as well as large redevelopment areas. Some of these areas are in proximity to residential neighborhoods.

Data Center and Cryptocurrency Mining Ordinance Amendment

- The City may want to consider a zoning code amendment to define data centers and cryptocurrency mining and designate zoning districts in which they would be permitted or conditional uses.
- The amendment could distinguish between smaller data centers such as what currently exist in Eagan and larger data centers that could strain resources and have negative impacts on surrounding neighborhoods.
- Nationally, cities have used overlay zones, conditional and special use permits, and requirements for noise studies, setbacks, and water use plans to regulate data centers. Some cities are approving community benefits agreements to ensure that local communities see gains such as broadband expansion or sustainable infrastructure improvements.
- A data center ordinance which addresses resource availability and provides assurances on where data centers are appropriate would provide certainty to developers.
- A data center ordinance may also provide assurance to residents concerned about the impact of data centers on natural resources and the environment.

- A data center ordinance amendment is expected to take approximately one year to study, draft, and present for City Council consideration.

Interim Ordinance (Moratorium) on Data Center Development and Cryptocurrency Mining

- Minnesota Statutes permit cities to adopt an interim ordinance, more commonly known as a moratorium, to allow study of a specific land use issue without time pressure generated by pending applications.
- A moratorium may regulate, restrict, or prohibit any use, development, or subdivision within the city or a portion of the city for a period not to exceed one year from the effective date of the ordinance.
- A moratorium may only be adopted when a city is actively studying an issue. The study can be conducted internally or a consultant could be hired.
- As an example, following the Minnesota Legislature approval of Chapter 342 of MN Statutes which provides for the regulation of adult use cannabis, the City approved a moratorium on August 2, 2023, for the study of cannabis sales. The moratorium allowed the City to conduct an appropriate analysis to determine reasonable restrictions including time, place, and manner of the operation of cannabis businesses within the City. On November 4, 2024, the City Council approved an amendment to City Code Sections 11.60 (use districts and overlays) and 11.70 (performance standards) regarding zoning regulations of cannabis and hemp retail businesses and events.
- If the City approved a moratorium on data centers, the expansion and new development of data centers would not be allowed during the moratorium period. Data centers that have already been approved would be allowed to proceed with construction and operation.
- Staff is not aware of any moratoria placed on data centers in the Twin Cities metropolitan area. A moratorium would generate media interest. Data center developers may interpret a moratorium as a signal that the City does not welcome data center development.
- The steps to approve a moratorium are:
    - Council approval of a resolution to direct staff and the City Attorney's Office to prepare an ordinance to enact a moratorium;
    - Schedule a public hearing to consider an ordinance amendment to City Code regarding a moratorium; and
    - Approval of an ordinance amendment to City Code regarding a moratorium.

Business Assistance Policy

- The City Council approved an amendment to the Business Assistance Policy on June 17, 2014. The amendment added tax abatement as a potential tool for financial assistance.
- As part of the requirements for consideration of tax abatement, the following language was inserted:

- *The City of Eagan will only consider tax abatement in support of the following City priorities:*
  - *Attraction of a colocation data center,*
  - *Attraction of a telecommunications carrier hotel; and*
  - *Redevelopment/reuse projects under certain circumstances.*

- The amendment was approved at a time when telecommunications were dramatically increasing, and concerns were raised regarding the need for redundancy in data transmission networks to the Twin Cities region.
- Following the Business Assistance Policy amendment, the DataBank project was approved which included tax abatement. At the time, the DataBank project was the first data center in Eagan that was not an enterprise data center affiliated with and supportive of an onsite business under the same ownership.
- In recent years, Eagan has attracted new data center development and many data centers are being constructed in the metropolitan area.
- The City may want to consider whether language in the Business Assistance Policy regarding data centers should be amended.

Policy Questions:

1. Does the City Council want to amend the 2026 Planning Work Plan to add a data center ordinance amendment? If so, should cryptocurrency mining be included in this work as both uses have similar impacts?
2. Should a moratorium on data centers and cryptocurrency mining be approved to restrict data center expansion or development until an ordinance is approved?
3. Does the City Council want to amend language in the Business Assistance Policy regarding data centers?

Attachments:

V-1 Presentation
V-2 Business Assistance Policy
V-3 National League of Cities, "A Primer for Local Governments: Understanding Data Centers"
V-4 American Planning Association – *Zoning Practice*, "The Physical Footprint of Artificial Intelligence", October 2025

COUNTY OF FRANKLIN
COMMONWEALTH OF PENNSYLVANIA

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF FRANKLIN, PENNSYLVANIA, ESTABLISHING REGULATIONS, SPECIFICATIONS, AND RESTRICTIONS FOR THE USE AND/OR INSTALLATION OF DATA CENTERS IN THE COUNTY.

WHEREAS, the Board of County Commissioners of Franklin County has determined that it is in the best interest and general health, safety and welfare of the residents of the County to establish standards and requirements for Data Centers within the County; and

WHEREAS, the purpose of this ordinance is to facilitate the construction, installation, and operation of Data Centers in Franklin County in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, conservation lands, and other sensitive lands. This ordinance is not intended to abridge safety; health, or environmental requirements contained in other applicable codes, standards, or ordinances.

NOW THEREFORE, be it ORDAINED and ENACTED by the Board of County Commissioners of the County of Franklin as follows:

CONTENTS:

SECTION l - TITLE

SECTION 2 - SHORT TITLE

SECTION 3 - PURPOSE

SECTION 4 - DEFINITIONS

SECTION 5 - SPECIFIC USE CRITERIA

SECTION 6 - DECOMMISSIONING SECTION

SECTION 7 - ENFORCEMENT SECTION

SECTION 8 - SEVERABILITY SECTION

SECTION 9 - EFFECTIVE DATE

SECTION I -TITLE

An Ordinance of the Board of Commissioners of the County of Franklin, Pennsylvania, establishing regulations, specifications, and restrictions for the use and/or installation of Data Centers in the County.

SECTION 2 - SHORT TITLE

This Ordinance shall be known as and may be cited as the "Data Center Ordinance."

SECTION 3- PURPOSE

The purpose of this ordinance is to set standards for data centers in order to protect and promote the safety and welfare of the citizens of the community; to help ensure the safety of the environment and to avoid any hazards that may occur from the development; to help mitigate any future environmental impacts to the land in the future; to promote economic development through responsible investment in digital infrastructure, encourage high-quality design and ensure that data centers can be built and operated efficiently while fitting in with surrounding land uses.

SECTION 4 - DEFINITIONS

CAMPUS DEVELOPMENT - A single site or group of contiguous parcels planned and developed as one integrated Data Center facility.

CLOSED LOOP COOLING SYSTEM - Designed to circulate water within a closed circuit, allowing it to absorb heat from equipment and then release that heat through a heat exchanger or cooling tower. This system minimizes water loss and reduces environmental impact by reusing the same water repeatedly.

COMMUNITY NOISE EQUIVALENT LEVEL (CNEL) - The 24-hour A-weighted average sound level from midnight to midnight, obtained after the addition of 5 dB to sound levels occurring in the evening from 7 PM to 10 PM and after the addition of 10 dB to sound levels occurring in the night between 10 PM and 7 AM.

DATA CENTER - A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances and other associated components related to digital data operations.

The facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at the Data Center.

DATA CENTER ACCESSORY USE - Ancillary uses or structures secondary and incidental to a Data Center use, including but not limited to: administrative, logistical, fiber optic, storage, and security buildings or structures; sources of electrical power such as generators used to provide temporary power when the main source of power is interrupted; electrical substations; utility lines, domestic and non-contact cooling water and wastewater treatment facilities; water holding facilities; pump stations; water towers; environmental controls (air conditioning or cooling towers; fire suppression, and related equipment), and security features, provided such Data Center Accessory Uses/structures are located on the same tract or assemblage of adjacent parcels developed as a unified development with a Data Center. Accessory renewable energy systems including battery storage or on-site solar generations serving the Data Center are permitted.

DATA CENTER ELECTRICAL SUBSTATION - A facility used for the transformation or transmission and/or switching of voltages to distribution voltages which switches circuits and distributes usable/consumable electric power, specifically for Data Center users on the same or adjacent site, or on a site immediately across a road right-of-way.

DATA CENTER PRINCIPAL BUILDING - A building that contains the office and/or data storage functions of a Data Center.

LEED - Leadership in Energy and Environmental Design.

LEED CERTIFICATION - A globally recognized symbol of sustainability achievement in building design, construction, and operation.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) - The world's leading resource on fire, electrical, and related hazards, dedicated to eliminating loss through knowledge.

SENSITIVE RECEPTORS - Schools, preschools, day care centers, in-home daycares, agricultural land, conservation land, health facilities such as hospitals, long term care facilities, retirement and nursing homes, community centers, places of worship, campgrounds, prisons, dormitories, and any residence where such residence is not located on a parcel with an existing industrial, commercial, or unpermitted use.

STATIONARY ENERGY STORAGE SYSTEMS - Large scale technologies designed to store electricity for later use.

SECTION 5 - SPECIFIC USE CRITERIA

The following requirements shall apply to all Data Centers. In the event that any of the following regulations are found to be in conflict with regulations found elsewhere in the Franklin County Subdivision and Land Development Ordinance, the most restrictive regulations shall be applied, unless otherwise stated.

A. Building Placement and Orientation

(1) All principal and accessory structures associated with a Data Center shall be arranged, designed, and constructed to be harmonious and compatible with the site and with the surrounding properties. In general, Data Centers that visually approximate commercial office buildings are encouraged.

(2) Buildings shall be sited and oriented to:

a. Minimize visual impacts of the bulk of the building when examined on a line-of-sight basis from adjacent public streets and Sensitive Receptor areas.

b. Provide safe and convenient vehicular access to the site, including sufficient on-site queuing areas at security gates.

c. Accommodate adequate parking.

d. Minimize impacts to natural resources.

e. Incorporate appropriate stormwater management practices.

(3) Data Center campuses containing more than one building shall provide a variety in building size, massing, siting, and appearance by transitioning from smaller or lower buildings along street frontages to larger and taller structures on the interior of the site. Consideration of topography shall be given to avoid placement of larger, taller, or more massive buildings in a prominent location on the property or along a public street.

B. Maximum Height

The maximum building height for Data Centers shall be 35 feet. The developer may request a waiver from this building height. The waiver must be in writing, shall include a certification from the local fire department which services the proposed location or the Data Center that a building taller than 35 feet can be properly protected, and shall accompany and be part of the application for Land Development review.

C. Setbacks

All Data Center principal buildings, accessory structures, and Data Center Electric Utility substations shall maintain the following setback distances:

(1) Property lines, road rights of way - 1,000 feet from all adjoining properties and public road right of ways.

(2) Residential structures or other occupied buildings – 1,000 feet from any existing residential structure not located on the project parcel or any sensitive receptor.

(3) Parking lots - 50 feet from public road rights-of-way, and from all property lines.

(4) Waterbodies - 200 feet to any body of water, perennial or intermittent stream or wetland.

D. Parking Requirements

A minimum of 1 parking space per employee on the largest shift is required, plus an additional 3 visitor spaces.

E. Off Street Loading

A minimum of one loading bay is required. Loading bays shall be located on one facade of the Data Center Principal Building. These bays shall be designed to cause no obstructions to adjacent street traffic whether during backing and parking or parking and unloading. Sufficient area shall be provided to allow for emergency access around loading areas.

F. Noise/Vibration

(1) Community Noise Equivalent Level (CNEL)

a. The CNEL at the boundary of the property containing a Sensitive Receptor shall not exceed a noise standard of 57 dBA.

b. The CNEL at the boundary of any developed property not containing a Sensitive Receptor shall not exceed a standard of 57 dBA.

c. The CNEL at the boundary the nearest residential property line shall not exceed a standard of 57 dBA.

d. The maximum sound levels listed above do not apply to emergency alerts, emergency work to provide electricity, water, or other public utilities when public health or safety is involved, snow removal, or road repair.

(2) A noise reduction barrier or device may be required at the discretion of the planning commission when it is inconclusive that noise level tests do not conform to acceptable noise levels.

G. Negative Impacts

Any use or activity producing air, dust, smoke, glare, exhaust, heat, or humidity in any form shall be carried on in such a manner that it is not perceptible at or beyond the property line.

H. Safety

The equipment used in any Data Center operation shall be housed in a metered, electrically grounded, and pre-engineered metal-encased structure with a fire rating designed to resist an internal electrical fire for at least 30 minutes. The containment space shall contain baffles that automatically close in the event of fire, independent of a possible electric system failure.

Any Data Center use proposing battery storage or any other device or group of devices capable of storing energy in order to supply electrical energy at a later time, whether the energy is stored for use on-site or off-site, shall demonstrate compliance with National Fire Protection Association (NFPA) Standard 855, Installation of Stationary Energy Storage Systems, or similar standards and must include fire suppression systems designed specifically for battery storage.

I. Power

The applicant shall provide written verification from the applicable service provider stating the following:

(1) Adequate capacity is available on the applicable supply lines and substation to ensure that the capacity available to serve the other needs of the service area is consistent with the normal projected load growth envisioned by the provider,

(2) Utility supply equipment and related electrical infrastructure are sufficiently sized and can safely accommodate the proposed use,

(3) Any system designed for cooling and operation of the facility (electricity, water, or other means) shall be adequate and will not negatively impact the surrounding region,

(4) The use shall not cause electrical interference or fluctuations in line voltage on and off the operating premises, and

(5) The applicant shall provide the planning commission with written verification that the electrical work has passed a third-party final inspection.

J. Lighting – All outdoor lighting fixtures shall be properly shielded so that such lighting will not adversely affect any abutting property or public street.

K. Perimeter Fencing/Security

The Perimeter shall be surrounded by black chain link security fencing and shall be a minimum of eight feet in height above ground and shall be of high-quality design and materials.

L. Power Lines and Data Center Electric Utility Substations

(1) Data Center Electric Utility Substations must include year-round opaque landscaping or a screen wall a minimum of eight feet in height to minimize visual impact.

(2) Electric Utility Substations on the same property as the Data Center they serve must be located on the side or rear of a Data Center Principal Building so they are screened from public view and must not be located in a required front yard. On-site substations do not require a buffer or screening between the Data Center Principal Building and the substation.

(3) All new and enhanced electric lines, both transition and distribution, must be located underground if technically possible. On-site power lines of 34.5 kV and below must be buried.

(4) The Data Center Electric Utility Substation shall be setback 200ft from all adjoining properties lines and roadways. The setback for residential structures shall be 500ft from the residential structure not on the project parcel. Setbacks shall be measured from the edge of the compound containing the substation to the property boundary of the lot it occupies.

M. On-site Power Generation

On-site or behind the meter generation using natural gas, renewable fuels, or other clean sources when used to improve reliability, efficiency, or sustainability is permissible. All systems shall meet environmental, safety, and utility interconnection standards.

The applicant shall use Tier 4 or greater generators that are subject to stringent emission standards aimed at reducing pollutants and improving air quality and that operate at the lowest dBA levels.

All building roofs shall be solar ready, which includes designing and constructing buildings in a manner that facilitates and optimizes the installation of roof-mounted solar energy systems.

The applicant shall submit a Solar Energy Plan prepared by a qualified professional demonstrating:

(a) The use's projected annual electricity consumption in kilowatt hours (kWh);

(b) The type, capacity, and location of proposed solar energy systems;

(c) Calculations showing how much of the projected annual consumption that the proposed systems will generate;

(d) A timeline for installation of solar energy systems, which shall be completed no later than 12 months following issuance of the certificate of occupancy for the Data Center.

N. Emergency Contact Information

Each Data Center operation shall provide 24-hour emergency contact signage visible at the access entrance. Signs shall include the company name (if applicable), the owner/representative's name, the telephone number, and the corresponding local power company's name and telephone number.

O. Sensitive Receptors

Unless physically impossible, loading bays, truck entries, and truck drive aisles shall be located away from nearby Sensitive Receptors. Screening as described in Section P below shall be provided. When making feasibility decisions, the planning commission must consider existing laws and regulations and balance public safety with the site development's potential impacts on nearby Sensitive Receptors.

P. Buffer Yards and Screening

All Data Center operations shall provide buffer yards and screening along all property boundary lines, except for areas or ingress and egress into the site.

(1) Service Areas - Loading bays, refuse collection areas, and service entrances shall be screened from view from existing or planned public roads, Sensitive Receptors, and residential properties.

(2) Mechanical/Electrical Equipment Screening

a. Ground-Mounted

i. Ground-mounted equipment adjacent to and serving the Data Center Principal Building shall be completely screened behind an opaque wall or fence. When the equipment is located between buildings, a combination of walls and gates may be used at the openings between buildings.

ii. When in or adjacent to an industrial use, ground-mounted equipment screening is only required from any existing or planned public road.

iii. Ground-mounted equipment is prohibited in any required setback.

b. Roof Top

i. All rooftop-mounted equipment shall be screened by a parapet wall, equipment penthouse, or visually solid screen on all four sides that is constructed of materials complementary to those used in the exterior construction of the Data Center Principal Building. This shall be accomplished by setting the penthouse or screened area back from the facade of the building such that the top of the penthouse or screen is below a 45-degree line drawn from the top of the parapet. Roof-top equipment to be screened includes, but is not limited to, the following: cooling, ventilation, and power supply machinery.

ii. Roof top equipment that is visible above the parapet wall shall be set back from the exterior or parapet wall a distance no less than the height of said equipment.

(3) Buffering

a. Data Center sites abutting Sensitive Receptors or collector/arterial roads must include an enhanced buffer yard with required plantings located on an earthen berm with a grade no steeper than 2:1. The minimum height of the berm abutting Sensitive Receptors is two feet, and abutting collector/arterial roads is two feet. The Planning Commission may grant a modification or waiver from any of the requirements below. The waiver must be in written form and accompany the Land Development application.

i. Where the combined footprint of the principal structure or structures is less than 100,000 square feet:

(a) A minimum 100-foot buffer yard shall be provided along the entire length of any public street frontage of any property upon which the Data Center is located and along any properly line which abuts or is within 1,000 feet of an existing residential property line or zone, school, daycare center, hospital, place of worship, designated park or public open space.

(b) A minimum 50-foot buffer yard shall be provided along any property line adjacent to a non-residential use or zone.

ii. Where the combined footprint of the principal structure or structures is between 100,000 square feet and 250,000 square feet:

(a) A minimum 150-foot buffer yard shall be provided along the entire length of any public street frontage of any properly upon which the Data Center is located and along any property line which abuts or is within 1,000 feet of an existing residential property line or zone, school, daycare center, hospital, place of worship, designated park, or public open space.

(b) A minimum 50-foot buffer yard shall be provided along all other property lines.

iii. Where the combined footprint of the principal structure or structures exceeds 250,000 square feet:

(a) A minimum 300-foot buffer yard shall be provided along the entire length of any public street frontage of any property upon which the Data Center is located and along any property line which abuts or is within 1,000 feet of an existing residential property line or zone, school, daycare center, hospital, place of worship, designated park, or public open space.

(b) A minimum 50-foot buffer yard shall be provided along all other property lines.

iv. Utilities should be located outside of buffer yards to the maximum extent feasible to maintain a cohesive buffer yard, protect landscaping, and preserve open space. Utilities should be co-located when feasible to minimize the number of utility crossings through the required buffer yard, particularly when such crossings cannot be avoided.

v. Use of existing vegetation for landscaping and screening is strongly encouraged and may be substituted for new berms and plantings if approved by the planning commission.

vi. Where a lot line drainage or utility easement is required, the buffer yard shall be measured from the inside edge of the easement.

vii. Buffer yards shall not include environmental encumbrances such as, but not limited to, wetlands, wetland transition areas, riparian buffers, and flood hazard areas as may be imposed by outside agencies.

viii. The buffer yard shall include a dense landscape buffer consisting of the following or plant material approved by the Planning Commission.

(a) One (1) large evergreen tree per 25 linear feet of buffer. The size of large evergreen trees shall have a minimum of eight (8) feet in height at the time of planting. Narrow/upright evergreen species may also be used within buffers at a ratio of 3:1. No more than 25% of the total required large evergreen species can be substituted with narrow/upright species.

(b) One (1) canopy (shade) tree per 75 linear feet of buffer. The size of canopy (shade) trees shall be a minimum of 2 ½ inch caliper at the time of planting.

(c) Five (5) shrubs per 25 linear feet of buffer Shrubs shall be fully branched and a minimum of three (3) feet in height at the time of planting. Shrubs shall be a combination of evergreen and deciduous species, with a minimum of 50% evergreen.

ix. The landscape buffer shall be located along the outer edge of the buffer yard.

x. Plant material within buffer plantings shall meet the following requirements:

(a) Be resistant to diesel exhaust.

(b) Not identified on the most current DCNR invasive species or watch lists.

(c) Shall be planted on the top and the exterior of any berm in order to provide effective screening.

(d) Shall be arranged in groupings to allow for ease of maintenance and to provide a natural appearance.

xi. The buffer yard may be located within the required building setback lines. No impervious surface is permitted within the buffer yard aside from access drives, sidewalks, and associated improvements.

Q. Environmental and Community Impact Analysis

The applicant shall provide an environmental and community impact analysis. The environmental and community impact analysis shall include:

(1) A narrative description of the nature of the on-site activities and operations, including the market area served by the facility, the hours of operation of the facility, the total number of employees on each shift, the times, frequencies, and types of vehicle trips generated, the types of materials stored and the duration period of storage of materials.

(2) A site plan of the property indicating the location of proposed improvements, flood plains, wetlands, waters of the Commonwealth and cultural and historic resources on the property and within 500 feet of the boundaries of the property.

(3) Evidence that the disposal of materials will be accomplished in a manner that complies with state and federal regulations.

(4) An evaluation of the potential impacts of the proposed use, both positive and negative, upon:

a. Emergency services and fire protection,

b. Water supply,

c. Sewage disposal,

d. Solid waste disposal,

e. School facilities and school district budget, and

f. Municipal revenues and expenses.

(5) Any environmental impacts that are likely to be generated (e.g., odor, noise, smoke, dust, litter, glare, heat islands, vibration, electrical disturbance, wastewater, stormwater, solid waste, etc.) and specific measures employed to mitigate or eliminate any negative impacts.

(6) The applicant shall further furnish evidence that the impacts generated by the proposed use fall within acceptable levels, as regulated by applicable laws and ordinances.

R. Building Colors

External building materials shall be of colors that are low-reflective, subtle, or earth tone. Fluorescent and metallic colors shall be prohibited as exterior wall colors.

S. Water and Sewer

(1) If the use will be served by a public water supply and/or public sewage system, the applicant shall submit documentation from the public authority certifying that the public authority will supply the water needed and the sewage system can accept the additional flow.

(2) If the use is to rely upon non-public sources of water, the applicant shall provide a water feasibility study. The purpose of the study is to determine if there is an adequate supply of water for the proposed use and to estimate the impact of the use on existing wells, groundwater, and surface waters in the vicinity, including, but not limited to, the impact on agricultural irrigation. No data center shall be approved unless the water feasibility study demonstrates that the anticipated water supply yield is adequate for the project and that the proposed water withdrawals and discharges will not endanger or adversely affect the quantity or quality of groundwater supplies or surface waters in the vicinity. The water feasibility study shall include the following information at a minimum:

a. The projected water demands of the Data Center.

b. The source of water to be used.

c. A description of how water will be used, including the amount or proportion of water to be used for each purpose (e.g. cooling, humidity control, fire suppression, and domestic usage).

d. The long-term safe yield of the water source.

e. A description of the amount and portion of water withdrawn that will be recycled or discharged and by what means.

f. A geologic map of the area with a radius of at least one mile from the site.

g. The location of all existing and proposed wells within 1,000 feet of the property boundary, with a notation of the capacity of all high-yield wells.

h. The location of all surface waters, including perennial and intermittent streams, rivers, lakes, reservoirs, ponds, wetlands, springs, natural seeps, and estuaries, within 1,000 feet of the property boundary.

i. determination of the effects of the proposed water supply system on the quantity and quality of water in nearby wells, surface waters, and the groundwater table, and the impact on agricultural irrigation uses.

j. A statement of the qualifications and the signature(s) of the person(s) preparing the study.

(3) Any water cooling systems in a Data Center shall utilize a closed-loop cooling system to manage temperature by recirculating water without direct exposure to the atmosphere.

T. Emergency Responders

The applicant shall coordinate with the Franklin County Department of Emergency Services 911 Coordinator to ensure there is adequate radio coverage for emergency responders within the building based upon the existing coverage levels of the county Public Safety Radio Communications System at the exterior of the building and shall install enhancement systems as needed to meet compliance. A 911 address shall be obtained. It shall be confirmed that the local emergency departments have the proper chemicals/supplies in the event of a fire emergency. The applicant shall submit an Emergency Response Plan (ERP) to the Franklin County Department of Emergency Services and to the local fire department(s) having jurisdiction.

U. Environmental Impact Assessment

An Environmental Impact Assessment shall be performed. The assessment shall be prepared by a professional engineer, ecologist, environmental planner, or other qualified individual. An assessment shall include a description of the proposed use, including location, relationship to other projects or proposals, with adequate data and detail for the planning commission to assess the environmental impact. The assessment shall also include a comprehensive description of the existing environment and probable future effects of the proposal. The description shall focus on the elements of the environment most likely to be affected as well as potential regional effects and ecological interrelationships. At a minimum, the assessment shall include an analysis of the items listed below regarding the impact of the proposed use and the mitigation of any such impacts. The assessment shall also include a detailed examination of public resources most likely impacted by the development plan and include the following focus areas:

(1) Air pollution impacts emissions from vehicle operations, including from truck engines during idle time. The applicant shall identify all stationary and mobile sources of fine particulate matter (PM2.5), volatile organic compounds, and nitrogen oxides at the site. The applicant shall specify best management practices for preventing and reducing the concentration of air-polluting emissions at the site. The owner or operator of the facility shall have anti-idling signs prominently posted in areas where 15 or more trucks may park or congregate.

(2) The potential for public nuisance to residents resulting from operations and truck traffic, including noise, glare, light, and visual obstacles, exists.

(3) A stormwater management plan will be required consistent with any applicable local stormwater ordinance, and all Commonwealth of Pennsylvania Department of Environmental Protection regulations and requirements.

(4) Consistency with the municipal and county comprehensive plan. The applicant shall submit an assessment report of the impact of the proposed use on the goals of the respective plans. Where the proposed use conflicts with the comprehensive plan, the assessment report shall identify mitigation measures that may be undertaken to offset any degradation, diminution, or depletion of public natural resources.

(5) Additional considerations. The following shall also be addressed:

a. Alternative analysis. A description of alternatives to the impacts.

b. Adverse impacts. A statement of any adverse impacts that cannot be avoided.

c. Impact minimization. Environmental protection measures, procedures, and schedules to minimize damage to critical impact areas during and after construction, including design considerations.

d. Mitigation steps. A listing of steps/structural controls proposed to minimize damage to the site before and after construction.

(6) Critical impact areas. In addition to the above, plans should include any area, condition, or feature that is environmentally sensitive or that, if disturbed during construction, would have an adverse impact on the environment.

a. Critical impact areas include, but are not limited to, floodplains, riparian buffers, streams, wetlands, slopes greater than 15%, highly acid or highly erodible soils, hydric soils, hydrologic soil groups, areas of high-water table, and mature stands of native vegetation and aquifer recharge and discharge areas.

b. A statement of impact upon critical areas and of adverse impacts that cannot be avoided.

c. Environmental protection measures, procedures, and schedules to minimize damage to critical impact areas during and after construction.

V. Green Building Techniques

Data Centers are encouraged to implement low-impact development practices in site design and energy efficiency, such as, but not limited to, the following:

(1) Site Design

a. Select sites that avoid sensitive lands such as wetlands, floodplains, and steep slopes.

b. Minimize land disturbance.

c. Maximize tree preservation.

d. Minimize impervious surfaces.

e. Minimize potential nuisance impacts (noise, glare, vibration, etc.) on adjacent properties, public roadways, and the vicinity.

(2) Energy/Resource Efficiency

a. Orient buildings to take advantage of passive cooling and daylight opportunities.

b. Utilize alternative energy sources (solar, wind, hydro, or other alternative source) as much as possible, subject to obtaining all required governmental approvals and permits.

c. Provide an energy storage system to monitor and regulate usage of alternative energy for usage during off peak hours.

d. Encourage systems that limit the use of finite natural resources and their disposal.

e. Encourage fuel storage that limits impacts on the environment from potential spills.

f. Install water-efficient landscape materials.

g. Utilize reclaimed water for cooling.

h. Implement energy management best practices and carbon reduction techniques such as, but not limited to, those promoted through the U.S. Department of Energy's Better Buildings initiative and U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) Certification system.

W. LEED (Leadership in Energy and Environmental Design) Certification

LEED certification is strongly encouraged, as well as the installation of roof-mounted accessory solar energy systems.

X. Threatened and Endangered Species

(1) PNDI

A Pennsylvania Natural Heritage Program study (PNDI Receipt) dated within two years of the submission of an application for conditional use/special exception or subdivision and land development, whichever is first, as well as any state agency clearance letters required thereby, shall be provided to the municipality.

(2) Compliance

The applicant shall comply with all measures directed by the clearance letters to avoid, minimize, or mitigate impacts to endangered, threatened, and special concern species and their habitat.

Y. Riparian Forest Buffer Area

Data Centers subject to the requirements of this Section must satisfy the stricter of the requirements of this Section, or of 25 Pa. Code 102.14, Riparian Buffer Requirements.

(1) For purposes of this Section, a riparian buffer is an area of permanent vegetation along a waterway that is left undisturbed to allow for the natural succession of native vegetation. A riparian forest buffer is a type of riparian buffer that consists predominantly of native trees, shrubs, and forbs, providing at least 60% uniform canopy cover.

(2) Where the project site contains, is along, or is within 150 feet of a perennial or intermittent river, stream, or creek, lake, wetland, floodplain, pond, or reservoir, whether natural or artificial, the use will be subject to the requirements of this Section and shall, in accordance with the requirements of this subsection, do one of the following:

   a. Protect an existing riparian forest buffer.

   b. Convert an existing riparian buffer to a riparian forest buffer.

   c. Establish a new riparian forest buffer.

(3) Where a riparian forest buffer exists, it shall be left intact to meet the width requirements in subsections (6) and (7). An existing riparian forest buffer need not be altered to establish individual Zones I and 2 under subsection (9).

(4) Riparian buffers that consist predominantly of native woody vegetation that do not satisfy the composition requirements for a riparian forest buffer in subsection (1) or the width requirements in subsections (6) and (7) shall be enhanced or widened, or both, by additional plantings in open spaces around existing native trees and shrubs to provide at least 60% uniform canopy cover for the required width and shall be composed of zones in accordance with subsection (9).

(5) On sites without native woody vegetation, a riparian forest buffer providing at least 60% uniform canopy cover shall be established to meet the width requirements in subsections (6) and (7) and be composed of zones in accordance with subsection (9).

(6) The width of the riparian forest buffer shall be a minimum of 100 feet on each side of the water body as measured from the top of the bank. The boundary of the buffer shall follow the natural streambank or shoreline.

(7) Measured within the 100-foot buffer, the following additional distances shall be added to the minimum width of the riparian forest buffer:

a. 10 feet if the average slope is 10-15%,

b. 20 feet if the average slope is 16-17%,

c. 30 feet if the average slope is 18-20%,

d. 50 feet if the average slope is 21-23%,

e. 60 feet if the average slope is 24-25%, or

f. 70 feet if the average slope exceeds 25%.

(8) In the case or the presence of a nontidal wetland or vernal pond wholly or partially within the riparian buffer area, an additional 25 feet shall be added to the width of the riparian forest buffer area for that portion of the buffer area along the wetland, floodplain, or pond.

(9) A new riparian forest buffer or a converted riparian forest buffer shall be composed of zones as follows:

a. Zone 1 shall begin at the top of the streambank or normal pool elevation of a lake, pond, or reservoir and occupy a strip of land 50 feet in width, measured horizontally on a line perpendicular from the top of the streambank or normal pool elevation of a lake, pond, or reservoir. Predominant vegetation must be composed of a variety of native riparian tree species identified in Appendix C. I of the PA Department of Environmental Protection Guidance Document 394-5600-001, entitled Riparian Forest Buffer Guidance.

b. Zone 2 shall begin at the landward edge of Zone 1 and occupy an additional strip of land a minimum of 50 feet in width, measured horizontally on a line perpendicular from the top of the streambank or normal pool elevation of a lake, pond, or reservoir. Predominant vegetation must be composed of a variety of native riparian trees and small tree/shrub species identified in Appendix C.1 of the PA Department of Environmental Protection Guidance Document, 394-5600-001, entitled Riparian Forest Buffer Guidance.

(10) No earth disturbance, land development, or storing or stockpiling of materials shall occur within the riparian forest buffer area.

(11) In the management of riparian buffers, noxious weeds and invasive species shall be removed or controlled to the greatest extent possible.

(12) Existing, converted, and newly established riparian buffers, including access easements, must be protected in perpetuity through deed description, conservation casement, permit conditions, or any other mechanisms that ensure the long-term functioning and integrity of the riparian buffer.

(13) The riparian buffer shall be designated on the final subdivision and/or land development plan.

SECTION 6 - DECOMMISSIONING

A decommissioning plan that ensures the return of all participating properties to a useful condition, including removal of above-surface facilities and infrastructure that have no ongoing purpose, shall be provided by the applicant.

The decommissioning plan shall include, but is not limited to, financial assurance in the form of a bond issued by an insurance company or other surety with at least an AM Best A++ rating or equivalent, or an irrevocable letter of credit issued by a bank or other financial institution with at least an S&P rating of AAA or equivalent, but excluding cash, to be determined by the applicant. The amount of the financial assurance shall not be less than the estimated cost of decommissioning the facility, after deducting salvage or recycling value, as calculated by a third party with expertise in decommissioning, hired by the applicant.

ln no event shall the security be less than 100 percent of the estimated cost of decommissioning. The owner shall provide a new estimate of the cost of decommissioning every ten years thereafter and increase its security if the cost increases.

The County is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the county's right to seek reimbursement from the owner or owner successor for decommissioning costs in excess of the amount deposited in the account and to file a lien against any real estate owned by the owner or owner successor, or in which they have an interest, for the amount of the excess, and to take all steps allowed by law to enforce said lien.

SECTION 7 -ADMINISTRATION AND ENFORCEMENT

A. Applications

1. Applications shall document compliance with this Ordinance and shall be accompanied by drawings showing the location of the Data Center, including all buildings and property lines.
2. The approval shall be revoked if the Data Center, whether new or preexisting, is moved or otherwise altered, either intentionally or by natural forces, in a manner which causes the Data Center not to be in conformity with this Ordinance.
3. The Data Center must be properly maintained and be kept free from all hazards, and unsafe conditions detrimental to public health, safety or general welfare.
4. An approved land development plan shall accompany all applications. The county Subdivision and Land Development Application shall be used.
5. The review of plans will be followed as stated in Subdivision and Land Development Ordinance (SALDO) Article III.

B. Fees and Costs

The Applicant shall pay all land development application fees and engineer review fees when seeking approval of a Data Center under this Ordinance. All fees shall be paid before final approval is granted.

C. Enforcement

Any person, partnership, or corporation who or which has violated the provisions of this Ordinance shall, upon being found liable therefore in a civil enforcement initially brought before a magisterial district judge by the Commission, pay a judgment of not more than $500.00 plus all court costs, including reasonable attorney fees incurred by the Commission as a result thereof. No judgment shall commence or be imposed, levied or payable until the date of the determination of a violation by the magisterial district judge. If the defendant neither pays nor timely appeals the judgment, the Commission may enforce the judgment pursuant to the applicable rules of civil procedure. Each day that a violation continues shall constitute a separate violation, unless the magisterial district judge, determining that there has been a violation, further determines that there was a good faith basis for the person, partnership or corporation violating the Ordinance to have believed that there was no such violation, in which event there shall be deemed to have been only one such violation until the fifth day following the elate of the determination of a violation by the magisterial district judge and thereafter each day that a violation continues shall constitute a separate violation.

Nothing herein shall prevent the County from seeking such other legal remedies available to prevent or remedy any violations of this code.

SECTION 8- SEVERABILITY

If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance. It is hereby declared as the intent of the Board of County Commissioners of Franklin County that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof had not been included herein.

SECTION 9- EFFECTIVE DATE

The Franklin County Data Center Ordinance shall become effective upon adoption. This Ordinance shall apply to all Data Center Plans submitted on or after the effective date.

DULY ADOPTED AND ENACTED by the Board of Commissioners of the County of Franklin, this 20 day of May, 2026, in lawful session duly assembled.

Franklin County Board of Commissioners:

Dean A. Horst

Dean A. Horst, Chairman

John T. Flannery

Robert G. Ziobrowski

Robert G. Ziobrowski

ORDINANCE NO. 2278

AN ORDINANCE ADOPTING A CITYWIDE PROHIBITION ON DATA CENTERS AND AMENDING THE MONTEREY PARK MUNICIPAL CODE TO IMPLEMENT SUCH PROHIBITION.

The city council of the city of Monterey Park does ordain as follows:

SECTION 1: The City Council finds and determines as follows:

A. Article XI, § 7 of the California Constitution empowers the City to enact and enforce ordinances regulating conditions that may be public nuisances or health hazards, or that promote social, economic, or aesthetic considerations.

B. Government Code § 38771 authorizes the City to declare what constitutes a nuisance by ordinance.

C. The City's ability to abate public nuisances through its police powers is well-established (*see, e.g.*, Civil Code §§ 3479, 3480; *People ex rel. Gallo v. Acuna* (1997) 14 Cal.4th 1090; *People v. Greene* (1968) 264 Cal.App.2d 774).

D. The City Council's purpose in adopting this ordinance is to establish a clear, permanent land use policy that data centers are not an allowed land use anywhere within the City, thereby providing certainty to residents, businesses, and property owners about long-term development expectations.

E. On November 3, 2020, the voters adopted Ordinance No. 2198, approved as Measure JJ, which updated the Land Use and Urban Design Element of the General Plan ("Measure JJ").

F. In 2023, the City Council adopted Ordinance No. 2231 approving the Market Place Specific Plan and related zoning regulations to govern the final phase of development for the Monterey Park Market Place, a multi-tenant regional shopping center with retail, auto dealership, last-mile distribution, and warehouse uses, along with an amended and restated development agreement. That Specific Plan defines "data center" as a facility, or group of structures, used to house a large group of networked computer systems for the remote storage, processing, or distribution of large amounts of data. Data centers are allowed as a primary land use.

G. In 2024, the City Council amended the zoning regulations in MPMC Chapter 21.14 governing Saturn Park to distinguish between a "data processing facility" and "data center." Such data centers would only be approved in Saturn Park with a development agreement approved by the City Council in accordance with California law.

H. The City Council considered data center regulations in multiple forums, including through interim moratoria and community groups, and now intends to adopt a uniform, citywide prohibition so that data centers are not an allowed use under any General Plan land use designation or zoning regulations.

I. On January 21, 2026, the City Council adopted an interim urgency ordinance prohibiting the processing of pending, and acceptance of new, data center land use applications within Saturn Park while the City considered adopting additional regulations for such land uses.

J. The City Council subsequently adopted Ordinance No. 2272 and then Ordinance No. 2274, which extended a temporary moratorium prohibiting the processing of pending, and acceptance of new, data center land use applications citywide, to prevent approvals that could conflict with pending land use and zoning regulations updates.

K. The City Council previously found that these interim ordinances were matters of local and citywide importance and were not directed toward any particular business, applicant, or project, but rather were necessary to maintain the status quo during the City's broader policy review.

L. Through Resolution No. 2026-R6, captioned the "Community Act Prohibiting Data Centers," the City Council placed a proposition on the June 2, 2026 special election ballot asking voters whether to adopt an ordinance amending the General Plan to prohibit data centers citywide. That Proposition is designated as Measure NDC on the June 2nd ballot.

M. Measure NDC's implementing text proposes to amend the Land Use and Urban Design Element to add, for all land use designations, a "Prohibited Land Uses" category specifying that "All data centers are prohibited throughout the City," with "data center" defined consistently with the definition used in the City's zoning regulations.

N. Measure NDC further provides that, if approved, the City Council would be authorized and directed to promptly adopt all zoning regulations needed to implement the citywide prohibition on data centers.

O. The City Council finds that continued reliance on interim moratoria is not a complete prohibition on data centers. This ordinance prohibiting data centers harmonizes the anticipated changes to the General Plan and the City's zoning regulations, avoids uncertainty, and clearly communicates that such uses are not allowed under any land use designation within the City.

P. The City Council further finds that data centers, as large, specialized facilities with limited public-facing activity, are inconsistent with the City's long-term planning objectives for employment, mixed-use, commercial, and industrial areas, and that other, less intensive or more community-serving uses are more appropriate for the limited developable land within the City.

Q. Based on these findings and declarations, and in the exercise of the City's police powers under the California Constitution, the City Council concludes that prohibiting data centers as a land use throughout the City, and amending the General Plan and zoning regulations, accordingly, is a necessary and appropriate exercise of the City's legislative and land use authority.

R. The City Council recognizes that California law including, without limitation, *Melton v. City of San Pablo* (1967) 252 Cal.App.2d 794 and *In re Cindy B. v. Eugene B.* (1987) 192 Cal.App.3d 771, allows legislation to be retroactively applied when the legislative intent for such retroactivity is clear.

S. The City Council determines that the MPMC requires updating to protect the public against health, safety, and welfare dangers that may result from data centers.

T. The City Council finds that that this Ordinance is necessary in order to protect the City from the potential effects and impacts of outdated land uses and the accompanying environmental impacts, the aesthetic impacts to the City, and other similar or related effects on property values and the quality of life in the City's neighborhoods.

SECTION 2: *Planning Agency.* Pursuant to MPMC § 2.56.020(c), the City Council is acting as the Planning Agency for purposes of the Project.

SECTION 3: *Public Nuisance.* Data centers are declared to be a public nuisance. Accordingly, Monterey Park Municipal Code ("MPMC") § 4.30.050 is amended to add a new subsection (jj) to read as follows:

"(jj) Any construction, operation, or maintenance of a data center within this city."

SECTION 4: *Citywide Prohibition.* MPMC § 21.02.170 is amended by adding a new subsection "c" to read as follows:

"21.02.170 Limitation on Land Use; Prohibition.

A. Except as provided in this title, it is unlawful to construct, reconstruct, or structurally alter any building or use any real property for any purpose other than

is specifically permitted in the zone in which the building or land is located. Using any building or real property for a purpose prohibited by federal law, state law, or this Code is a misdemeanor.

B. Unless preempted by federal or state law, it is unlawful for any person to construct, operate, reconstruct, or use real property for an airport, helipad or heliport in any zone. Using any building or real property in violation of this subsection is a misdemeanor.

C. Unless preempted by federal or state law, it is unlawful for any person to construct, operate, reconstruct, or use real property for a data center in any zone. Using any building or real property in violation of this subsection is a misdemeanor."

SECTION 5: *New Definition.* A new MPMC § 21.04.295.102 is added to read as follows:

"Associated Data Room or Server Room means an enclosed room, suite, or other accessory space containing computer servers, data storage equipment, network switching equipment, telecommunications equipment, and related supporting equipment, including cooling, electrical, backup power, and security systems, that is used solely in conjunction with and incidental to the primary land use on the same lot or site. An Associated Data Room or Server Room is not a data center, server farm, colocation facility, or other prohibited digital infrastructure use, and cannot be used for independent commercial, wholesale, or third-party data processing, storage, or transmission. This accessory use must remain physically and operationally subordinate to the primary use with which it is associated. Associated Data Rooms or Server Rooms are allowed as an accessory use in all zones."

SECTION 6: *Data Center Definition.* A new MPMC § 21.04.295 is added to read as follows:

"Data Center means a building, dedicated space within a building, or group of structures used to house a large group of networked computer systems used for data storage and processing for off-site and on-site users, to be used for the remote storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, back-up batteries, fire suppression systems, enhanced security features, and other associated utility infrastructure to support operations."

SECTION 7: *Data Processing Facilities Prohibited*. MPMC § 21.14.040 is

amended to delete “data processing facility.” Table 21.12(A) in the MPMC is amended to remove reference to “data processing facility.”

SECTION 8: *Accessory Uses Allowed.* A new MPMC § 21.14.055 is added to read as follows:

“§ 21.14.055 Accessory Uses. Associated Data Rooms and Server Rooms are allowed as an accessory use to any principal or conditional use allowed by this chapter.”

SECTION 9: *Saturn Park – Accessory Uses.* MPMC § 21.14.210 is amended to delete “data center” and “data processing facility.” It is further amended to add a new definition of “Associated Data Room or Server Room” to read as follows:

“Associated Data Room or Server Room means an enclosed room, suite, or other accessory space containing computer servers, data storage equipment, network switching equipment, telecommunications equipment, and related supporting equipment, including cooling, electrical, backup power, and security systems, that is used solely in conjunction with and incidental to the primary land use on the same lot or site. An Associated Data Room or Server Room is not a data center, server farm, colocation facility, or other prohibited digital infrastructure use, and cannot be used for independent commercial, wholesale, or third-party data processing, storage, or transmission. The use must remain physically and operationally subordinate to the primary use with which it is associated.”

SECTION 10: *Development Agreement Repealed.* MPMC § 21.14.220 is repealed.

SECTION 11: *Market Place – Data Centers Prohibited.* Table 1 to the Market Place Specific Plan, adopted by Ordinance No. 2231 (adopted June 21, 2023), is amended to delete “data center.”

SECTION 12: *General Plan Findings*. Pursuant to Government Code § 65860, the changes implemented by this Ordinance are consistent with the Monterey Park General Plan as amended by Measure JJ. Large, infrastructure-type data centers are inconsistent with the General Plan’s vision for active, pedestrian-oriented commercial and mixed-use districts; for innovation and corporate employment centers that provide high-quality, people-oriented jobs; for protection of residential neighborhoods from incompatible encroachment; for high-quality urban design and active frontages; and for a resilient, health-promoting built environment that avoids new localized environmental burdens. This Ordinance is consistent with Measure JJ as follows:

A. Goal 2 and Policies 2.1–2.3 (dynamic mix of businesses, uses, and employment that sustain a strong local economy and contribute to a fiscally sustainable tax base).

B. Goal 3 and Policy 7.3 (distinctive, complete residential neighborhoods and protection of neighborhoods from the encroachment of incompatible activities or land uses that may negatively impact the residential living environment).

C. Goals 10, 12, 19, and 21 and their associated policies (commercial and mixed-use districts that provide a variety of retail, service, hospitality, and entertainment uses; high design quality in all commercial development; dynamic, pedestrian-oriented mixed-use districts with active ground-floor frontages and transparent façades; and gateway-quality design along key corridors).

D. Goal 4 and Policies 4.1–4.5 (a built environment that is resilient and promotes health and wellness; adaptation to and mitigation of climate change; sustainable development practices; prevention and reduction of disproportionate environmental burdens and compounding health risks affecting low-income and minority populations; and siting of new development in areas that can sustain it long term considering air quality, health indicators, infrastructure, and socio-economic factors).

E. Goal 24, Goal 25, and Policies 24.1–24.3 and 25.1–25.3 for Innovation Technology areas (Monterey Pass Road and Saturn Park as locations for technology-oriented, creative-industry, service, and emerging-industry businesses; ensuring that zoning permits the range of uses necessary to achieve land use goals; and prohibiting uses that conflict with those goals, including warehousing, trucking-related, and other incompatible industrial or hazardous-materials-intensive uses).

F. Goal 26 and Policies 26.1–26.3 for the Corporate Center (Corporate Center corridor as a premier regional location for high-rise office, hospitality, and complementary uses; marketing the area for corporate headquarters, research and development facilities, hotels, conference facilities, and related uses; and prohibiting uses that conflict with those objectives).

G. Implementation Program 1 (amend zoning regulations and zoning map to reflect General Plan land use policy and design standards, including requirements for active storefronts in mixed-use areas, flexibility to accommodate emerging uses consistent with land use goals, standards for building massing and transparency, and standards for transition areas to ensure compatibility with established residential neighborhoods).

H. This Ordinance complies with Policy No. 2.1 (limiting environmental pollution); Policy 2.2 (promote enhanced health outcomes and improved quality of life); and Policy 3.2 (work with local business community to expand green space programs).

I. The regulations in this Ordinance will not adversely affect surrounding properties. Such regulations will operate citywide and will not affect a change in the use or the intensity of use of property in any zone.

SECTION 13: *Zoning Findings.* Pursuant to MPMC § 21.38.050, the City Council finds that the changes implemented by this Ordinance will promote public health, safety and general welfare by, among other things, encouraging the most appropriate use of land, and conservation and stabilization of property value, all in accordance with the General Plan. The proposed changes to the MPMC do not affect any particular property. Rather, they are of citywide application and are intended to enhance property values while balancing property rights.

SECTION 14: *Environmental Review.* The City Council finds and determines that this Ordinance is not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*.; "CEQA") for the following reasons:

A. It will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)). A prohibition on data centers means they cannot be constructed.

B. There is no possibility that the Proposition may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)). A prohibition on data centers means they cannot be constructed.

C. This Ordinance, by itself, does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

D. Additionally, CEQA Guidelines § 15168(c)(2) provides that if a project is proposed which has been the subject of a prior certified EIR, and "[i]f the [City] finds that pursuant to [14 Cal. Code of Regs.] Section 15162, no new effects could occur or new mitigation measures would be required, the agency can approve the activity as being within the scope of the project covered by the … EIR, and no new environmental document would be required." The City Council finds that it certified a Final Environmental Impact Report ("FEIR") for the Monterey Park Land Use and Urban Design Element (as adopted by Ordinance No. 2198 and approved by voters as Measure JJ on November 3, 2020) which was filed as State Clearing House No. 2001-01-1074. This Proposition will not

result in any new environmental impact not already considered in the FEIR and no further environmental review is required.

SECTION 15: *Construction*. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 16: *Summaries of Information*. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 17: *Conflicts.* In the event of a conflict between the provisions of this Ordinance and the provisions the MPMC, any other ordinance, or any resolution, the provisions of this Ordinance govern. The City Planner is authorized to resolve any ambiguities in the manner set forth in the MPMC. Any such determination must be forwarded to the City Council as an informational item when practicable. The City Manager and City Attorney are authorized to undertake all reasonable actions needed to implement this Ordinance to prohibit data centers.

SECTION 18: *Enforceability*. Repeal or amendment of any provision of the MPMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 19: *Severability*. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 20: *Retroactivity*. The City Council specifically intends that all amendments implemented by this Ordinance be retroactively effective on June 21, 2023.

SECTION 21: *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 22: *Effective Date.* This Ordinance will become effective 30 days

after its second reading and adoption.

SECTION 23: The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

PASSED AND ADOPTED this 6th day of May, 2026.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

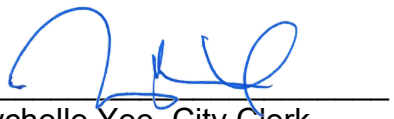
Karl H. Berger, City Attorney

State of California)
County of Los Angeles) §.
City of Monterey Park)

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Ordinance No. 2278 was introduced, and placed upon its first reading at a regular meeting of the City Council of the City of Monterey Park, held on the 15th day of April, 2026. That thereafter on the 6th day of May, 2026, said Ordinance was duly passed, approved and adopted by the following vote:

Ayes:	Council Members:	Ngo Wong, Sanchez, Lo, Yang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

Dated this 6th day of May, 2026.



Maychelle Yee, City Clerk
City of Monterey Park, California

CITY OF ST. LOUIS
PLANNING & URBAN DESIGN AGENCY
Cara Spencer, **Mayor**

Updated File No. PDA-003-26-ZTX *second review*

To: City of St. Louis Planning Commission

From: Don Roe, Executive Director

Subject: Amendments to Recommended Data Center Zoning Regulations made by the Board of Aldermen during Perfection

Date: July 31, 2026

Summary

For the better part of a year, the City of St. Louis has been researching data centers with the intent to appropriately regulate this unique land use. Additional detail about the City's research and development of its zoning framework can be found in past Planning Commission reports, available on the Commission's website.

At its meeting on June 10, 2026, the Planning Commission voted to recommend data center zoning regulations for passage by the Board of Aldermen. Board Bill 49, which reflects those recommended regulations, was subsequently introduced by Alderwoman Schweitzer, and is cosponsored by Alderwoman Sonnier, Alderwoman Clark Hubbard, Alderman Browning, and Alderman Cohn. During the legislative process, Board Bill 49 has had two rounds of amendments:

- Several substantive amendments were made in the Housing, Urban Development & Zoning Committee (HUDZ). These amendments were reviewed and affirmed by the Commission at its July 8 meeting.
- Five additional amendments were made during Perfection on July 20. Three of these were substantive.

At its August 12 meeting, the Planning Commission will decide whether to affirm or recommend against each amendment. Recommendations against an amendment may include a suggested modification. The three substantive amendments are included in **Exhibits 'A.'** The board bill, as amended on the floor, is shown in **Exhibit 'B.'**

Commission staff are still evaluating the three substantive amendments and will share an updated report in advance of the August 12th meeting. This preliminary report is provided in order to offer the public the opportunity to review and submit written comments on the amendments to the Commission for their consideration.

Written comments may be provided to the Commission at planning-commission@stlouis-mo.gov by 5pm on Monday, August 10.

DRAFT

Exhibit A – Amendment 4

Amendment number 4 to Board Bill Number 49 As Amended in Committee Sponsored by Alderwoman Anne Schweitzer

Introduced by Alderwoman Jami Cox Antwi

To amend said Board Bill, Page 13, Line 16, as follows:

Beginning on Page 13, Line 16, immediately after the words and figures "do not trigger this 30 percent cap." insert the following sentence:

"An applicant may exceed the foregoing 30 percent cap only if the applicant: (1) makes available for lease to active uses such as office, retail, or institutional uses, 100 percent of the net leasable square footage of the ground floor of the data center building, exclusive of lobby, mechanical closets, loading docks, or building infrastructure space; and (2) enters into an agreement with the City detailing the community benefits provided by the project as part of the conditional use permit."

Plain Language: *Allows an applicant to exceed the 30 percent cap only when the applicant both activates all net leasable ground-floor space with eligible active uses and commits specified community benefits through an agreement with the City as part of the conditional use permit.*

Amendment No. 5 To Board Bill No. 49AAIC Sponsored by Alderwoman Anne Schweitzer
Amendment Sponsor: Alderman Tom Oldenburg

To amend said Board Bill, starting at Page 21, line 3 as follows:
1) Delete subsection h.x. in its entirety
2) Replace subsection h.x. with the following words and phrases as follows:

1. Before an occupancy permit is issued, facilities shall seek commitments from the electric utility or renewable energy generated on-site and/or battery storage to supply, according to the below schedule, certain percentages of the data center's energy load. Facilities must present annual compliance progress reports documenting efforts to build, secure, contract, or otherwise purchase renewable energy and renewable energy credits to comply with this provision.
2. Before an occupancy permit is issued, the facility shall demonstrate its ability to begin operation with a minimum of 25 percent of its annual electricity consumption from renewable energy through any combination of Bundled and Unbundled RECs retired on behalf of the facility, and/or on-site renewable energy generation and storage. Bundled RECs shall be obtained through the electric utility's renewable energy programs, PSC approved renewable energy programs, clean energy riders, the electric utility's renewable generation portfolio **required under 393.1030 RSMo**, including participation in virtual power plant programs.
3. The facility shall achieve and maintain at least 50 percent of its annual electricity consumption from renewable energy by the end of its 5th year in operation through at least 25 percent Bundled RECs and/or on site renewable energy generation and storage, and up to 25 percent Unbundled RECs retired on behalf of the facility. Bundled RECs shall be obtained through the electric utility's renewable energy programs, PSC approved renewable energy programs, clean energy riders, the electric utility's renewable generation portfolio **required under 393.1030 RSMo,** including participation in virtual power plant programs.
4. The facility shall achieve and maintain 100 percent of its annual electricity consumption from renewable energy by the end of its 10th year in operation through at least 75 percent Bundled RECs and/or on-site renewable energy generation and storage, and up to 25 percent Unbundled RECs retired on behalf of the facility. Bundled RECs shall be obtained through the electric utility's renewable energy programs, PSC-approved renewable energy programs, clean energy riders, utility's renewable generation portfolio **required under 393.1030 RSMo,** including participation in virtual power plant programs.
5. For each megawatt-hour of annual electricity consumption by which the facility fails to meet the applicable renewable energy requirement, a facility failing to meet the 5-year compliance deadline shall be subject to a noncompliance penalty of 125 percent of the average market rate for a bundled, retired REC from the MISO region until the shortfall

is cured. For a facility failing to meet the 10-year compliance deadline, the noncompliance penalty shall be 300 percent of the average market rate for a bundled, retired REC from the MISO region until the shortfall is cured. **If the electric utility is verifiably unable to meet the requirements in supplying any portion of the data center's energy load from renewable sources, a facility that petitions the Board of Public Service and provides documentation of the amount of and reasons for the shortfall will be held harmless from penalties if the facility abides by the terms of the waiver, and may receive, with the Board's discretion, either an additional extension of time or an exemption to the unbundled/bundled REC cap. Facilities utilizing the exemption to the unbundled/bundled REC cap must reapply for this exemption every 5 years, to certify that the facility is still unable to receive enough unbundled/bundled RECs through the electric utility to meet these requirements. At any time, if additional unbundled/bundled RECs become available to further reduce the facility's compliance shortfalls, the Board shall establish a modified compliance schedule for meeting the renewable requirements.**

DRAFT

AMENDMENT NO. 6 (FLOOR SUBSTITUTE)
TO BOARD BILL NUMBER 49
AS AMENDED IN COMMITTEE

Sponsored by Alderwoman Anne Schweitzer

Introduced by Alderwoman Jami Cox Antwi

To amend said Board Bill, Page 5, Section 26.77.020, Definitions.

Beginning on Page 5, Line 14, after the word "area." and inserting the following, renumbering subsequent definitions accordingly:

"Institutional Campus: Institutional Campus means one or more adjoining parcels under common ownership, occupied by a use permitted or conditionally permitted as a medical institution for higher education or research purposes under this Zoning Code, along with directly related support uses."

To amend said Board Bill, Page 13, Section 26.77.050(a), Location Requirements.

Beginning on Page 13, Line 5, after the word "Plan." and inserting the following new subsection (iii):

"iii. Institutional Data Center Provision.

A Data Center that exclusively serves an Institutional Campus may be located on that same campus provided that:

1. The Data Center is not a colocation or commercial facility serving outside users;

2. The Data Center is a Micro or Standard Data Center; and

3. The setbacks in subsection (a)(i) continue to fully apply to parcels containing a light rail station or transit center, and parcels containing a school or public park on all parcels outside of the Institutional Campus."

Plain Language: *Clarifies the setback requirements specific to educational and research institutions.*

Exhibit B – BB 49 as Amended on the Floor

Summary
Board Bill Number 49
As Amended on the Floor
Alderwoman Anne Schweitzer
June 18, 2026

An Ordinance recommended by the Planning Commission amending the Zoning Code to add Section 26.77 creating comprehensive zoning regulations for Data Centers. Approved by the Planning Commission on June 10, 2026; and containing a severability clause.

BOARD BILL NUMBER 49 AS AMENDED ON THE FLOOR INTRODUCED BY ALDERWOMAN ANNE SCHWEITZER
COSPONSORS: ALDERWOMAN ALISHA SONNIER/ALDERWOMAN SHAMEEM CLARK HUBBARD/ALDERMAN SHANE COHN

An Ordinance recommended by the Planning Commission amending the Zoning Code to add Section 26.77 creating comprehensive zoning regulations for Data Centers. Approved by the Planning Commission on June 10, 2026; and containing a severability clause.

WHEREAS, data centers are a unique land use that requires specialized zoning regulation to protect the health, safety, and general welfare of the City of St. Louis; and

WHEREAS, data centers do not currently have a definition in the City's Zoning Code, and had historically been regulated as "office" or "warehousing;" and

WHEREAS, a new zoning definition will allow for specific regulations to be applied to data centers; and

WHEREAS, data centers can have many impacts on surrounding properties and residents through emissions of noise, heat, and air pollution; and

WHEREAS, data centers can also strain local infrastructure if not appropriately designed or their impacts are not appropriately mitigated through investment in local infrastructure; and

WHEREAS, the immense power demands of data centers may conflict with adopted elements of the City's Comprehensive Plan if not met sufficiently through renewable power sources and protections from local pollutants.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

That by and through this ordinance ~~entitled "Data Center Environmental Impact Monitoring",~~ ~~this Board seeks to establish that verified energy consumption, water usage, e-waste generation,~~

Commented [SW1]: Amendment 1 on the Floor - Schweitzer

~~air emissions, noise emissions, use of generators, heat impact reports, and hazardous material management reports are required for data center buildings or similar uses within its jurisdiction, as follows:~~ this Board seeks to amend the Zoning Code to add Section 26.77 creating comprehensive zoning regulations for Data Centers.

SECTION ONE. The following Section 26.04.010 Title, of Chapter 26.04 is hereby amended to include 26.77 Data Centers.

26.77.010 Title.

Chapters 26.04 through 26.100 shall be known and cited as "the Zoning Code" and shall consist of the following chapters:

Chapter	Description
26.04	Citation and Purposes
26.08	Zoning Definitions
26.12	Zoning Districts and Boundaries
26.16	General Zoning Regulations
26.20	"A" Single-Family Dwelling District
26.24	"B" Two-Family Dwelling District
26.28	"C Multiple-Family Dwelling District"
26.32	"D" Multiple-Family Dwelling District
26.36	"E" Multiple-Family Dwelling District
26.40	"F Neighborhood Commercial District"
26.44	"G" Local Commercial and Office District
26.48	"H" Area Commercial District
26.52	"I" Central Business District
26.56	"J" Industrial District
26.60	"K" Unrestricted District
26.64	"L" Jefferson Memorial District
26.66	Bed and Breakfast Districts
26.68	Comprehensive Sign Control Regulations
26.70	Marijuana Uses
26.72	Regulated Uses
26.73	Special Use Districts
26.74	Off-Street Parking and Loading in Dwelling Districts

26.75	Special Residential Uses
26.76	Short-Term Rentals
26.77	**Data Centers**
26.80	Use, Height, and Area Exceptions
26.82	Form-Based Districts
26.84	Board of Adjustment
26.88	Zoning Administrator
26.92	Changes and Amendments
26.96	Plats, Certificates of Occupancy, and Survey Fees
26.98	Fee Schedule
26.100	Violations

SECTION TWO. The following definition(s) are hereby added to Chapter 26.08 of the Revised Code:

26.08.109 - Data Center; Backup Generators; Baseline Noise Level; Cool Roof; Data Center, Major; Data Center, Micro; Data Center, Standard; District Energy System; Green Roof; Local Renewable Energy Credits (RECs); Bundled Renewable Energy Credits (RECs); Unbundled Renewable Energy Credits (RECs); Maximum Power Demand; Public Impact Agreement; Renewable Energy; Server Room; Transit Center. See Chapter 26.77 for definitions.

Commented [SW2]: Amendment 3 - Schweitzer

SECTION THREE. The following new Chapter, pertaining to Data Centers, to be codified as Chapter 26.77 of the Revised Code, is hereby added to Title 26 of the Zoning Code:

Chapter 26.77 Data Centers

26.77.010 Purpose.

The purpose and intent of this Chapter 26.77, Data Centers, is to define and address the location, establishment, application requirements, and standard conditions for data centers in order to ensure the health, safety, and general welfare of the residents of the City of St. Louis. This chapter seeks to allow for responsible, predictable development of data centers

and associated infrastructure, to encourage best practices, limit negative impacts, and establish a foundation for monitoring and accountability.

26.77.020 Definitions.

1. ***Backup Generators:*** Backup Generators means engines that are designed to be used for utility power outages to provide continuous electricity, preventing data loss, and service disruption.
2. ***Baseline Noise Level:*** Baseline noise level means a measure of noise, taken at the property line pre-application, that establishes dBA and dBC noise levels averaged over a 60-minute measurement period. Measurements shall include daytime levels (e.g., taken between 7:00 a.m. and 1:00 p.m.,) and nighttime levels (i.e., taken between 10:00 p.m. and 7:00 a.m.).
3. ***Bundled Renewable Energy Credits (RECs)***: Means RECs that a customer received from a renewable generating facility where the attribute is provided with the actual renewable generation from a renewable facility located within the utility service territory, the State of Missouri, or MISO, and retired on behalf of the facility.
4. ***Cool Roof:*** Cool Roof means a roofing system designed to reflect more sunlight and emit absorbed heat with a minimum Solar Reflectance Index of 90.
5. ***Data Center:*** Data Center means a facility used primarily for the storage, management, processing, and transmission of digital data and that houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage, processing, and related operations. Data center uses include data storage facilities, server farms, artificial intelligence training or processing, image processing,

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cloud computing, email servicing, and similar uses. A Data Center may be a primary or secondary use.

6. ***Data Center, Major:*** Major Data Center means a data center with square footage greater than 250,000 and less than 500,000, or with a Maximum Power Demand of 30 megawatts or more.
7. ***Data Center, Micro:*** Micro Data Center means a data center with square footage less than 10,000 gross square feet and Maximum Power Demand less than 5 megawatts.
8. ***Data Center, Standard:*** Standard Data Center means a data center with square footage of more than 10,000 gross square feet and less than 250,000, and Maximum Power Demand of more than 5 megawatts but less than 30 megawatts.
9. ***District Energy System:*** District Energy System means the Downtown Steam Distribution System and/or the planned Chilled Water Loop.
10. ***Green Roof:*** Green Roof means a vegetated roofing system which is functionally integrated onto a roof area.
11. ***Institutional Campus:*** Institutional Campus means one or more adjoining parcels under common ownership, occupied by a use permitted or conditionally permitted as a medical institution for higher education or research purposes under this Zoning Code, along with directly related support uses.
12. ~~***Local Renewable Energy Credits (RECs):*** Local RECs means bundled RECs generated by renewable energy facilities located within the utility service territory, the State of Missouri, or the MISO region, and retired on behalf of the facility.~~

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13. ***Maximum Power Demand:*** Maximum Power Demand means the facility's highest level of connected electricity load, in megawattage, for critical IT and building systems and equipment, via a single point of interconnection with an electric service provider.

12. ***Public Impact Agreement:*** Public Impact Agreement means a binding contract for the purpose of protecting the health, safety, and welfare of the residents of the City.

13. ***Renewable Energy:*** Renewable Energy means energy derived from wind, solar, geothermal, or other non-depleting sources of renewable energy.

14. ***Server Room:*** Server room means an accessory facility with less than 1 megawatt in Maximum Power Demand that supports routine functions of the primary use. Server rooms are not subject to the requirements of this Chapter 26.77.

15. ***Transit Center:*** Transit Center means a location where Metro operates a major hub for MetroBus and/or MetroLink stops as identified by their System Maps. Individual bus stops are not Transit Centers.

16. ***Unbundled Renewable Energy Credits (RECs)***: Means RECs that a customer received from a renewable generating facility where the attribute is provided without the accompanying renewable energy generation; however, the attribute must be from a renewable energy generating facility located within the utility service territory, the State of Missouri, or MISO, and retired on behalf of the facility.

26.77.030. Use Table.

The following Use Table lists how Data Centers are regulated in the various existing zoning districts. Within the table, the user can identify the type of Data Center and how the facility

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is regulated under each zone, thus identifying whether the use is Permitted (P), whether it requires a Conditional Use Permit (C), or whether it is prohibited (NA).

Use	A - E	F	G	H	I	J	K	L
Micro Data Center	NA	NA	NA	C	C	C	C	C
Standard Data Center	NA	NA	NA	NA	C	C	C	NA
Major Data Center	NA	NA	NA	NA	NA	NA	C	NA

26.77.040 Application Requirements.

A. An applicant seeking a permit for any new data center or expansion must include the following information as part of their application submission:

1. The classification of the proposed data center (i.e., Micro, Standard, or Major).
2. Elevations and interior floor plans indicating areas dedicated to data center functions and areas planned for other uses (e.g., office, retail, research, etc.), if relevant. Elevations shall include indications of exterior building materials, as well as images and descriptions of adjacent building materials.
3. Site plan clearly identifying the building and its square footage, the location of Backup Generators and cooling equipment, fuel storage and fuel type, parking, landscaping, overhead power (e.g., transmission, distribution lines), on-site battery storage and battery type, on-site substations, any on-site power generation (e.g., solar, wind, etc.), other noise and light-emitting structure and equipment, and any additional critical infrastructure or equipment.
4. The applicant shall submit a fuel delivery and refueling plan demonstrating that all fuel deliveries and refueling activities will occur on the property and not take place in the public right of way.

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5. Clear annotation, on the site plan or a separate drawing, denoting setbacks for Data Center buildings, Backup Generators, and other noise- and light-emitting infrastructure.
6. Megawattage of Maximum Power Demand.
7. The facility's proposed cooling system, sources of energy, and whether the facility plans to provide its own energy, or to meet its power demands through renewable sources.
8. A scope, schedule, and budget for implementation of the renewable energy threshold.
9. Whether the applicant has: an executed an Interconnection Study Agreement, Construction Agreement, and/or Electric Service Agreement with an electric service provider; has received a Will Serve letter from an electric service provider; and/or has proof of on-site, connected to the grid generation or behind the meter that demonstrates how the applicant will meet renewable energy thresholds. If so, the applicant shall provide copies in their application.

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B. An applicant seeking a permit for any Standard Data Center or Major Data Center must also include the following information:
1. Anticipated end users of the data center, and purpose of the proposed facility, such as: data storage; cloud computing; general artificial intelligence; cryptocurrency mining; surveillance; large language model training; or other business applications.
2. Map indicating the location of any new substations or substation upgrades required for the data center, and the location of new power lines serving the proposed data

center. (Any on-site power generation, outside of renewable and backup power sources, shall be prohibited.)

3. The number, size, fuel source, and anticipated testing schedule for Backup Generators.
4. An assessment of any flood risk to the proposed site, and planned mitigation efforts.
5. The expected timeline for commencing construction and operation of the facility.
6. Baseline noise levels, as measured by a third-party noise measurement professional approved by the city expected noise levels to be generated by the proposed facility's cooling systems, turbines, load banks, and Backup Generators, a proposed testing schedule designed to minimize air quality problems and noise impacts, and the proposed facility's planned sound attenuation and noise reduction measures to limit the emission of noise and prevent disturbances to nearby residents.
7. Fire detection and suppression systems that will be installed at the proposed facility.
8. Whether the user plans to participate in any renewable energy or virtual power plant program, have any onsite renewable energy generation and/or storage, or purchase any Renewable Energy Credits (RECs).
9. Anticipated annual water use and anticipated or committed Power Usage Effectiveness (PUE) and Water Usage Effectiveness (WUE) for both peak and average annual demand.
10. Intent to participate in the state's sales tax exemption program.

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11. If new construction, whether and how the proposed facility building's facade, height, massing, and orientation will be designed to be compatible with adjacent properties and the surrounding area.

C. An applicant seeking a conditional use permit for any Major Data Center must also include the following information:

1. A detailed description of sources and uses of financing for the development.
2. Any community benefits offered by the proposed facility or its operators.
3. An environmental impact report prepared by a third-party credentialed professional environmental engineer selected by the City of St. Louis describing:
    a. Anticipated emissions, and air and water quality impacts, and any plans to mitigate impacts;
    b. Anticipated heat emissions and heat plumes generated by the proposed facility, and any plans to mitigate impacts; and
    c. Anticipated stormwater impacts and mitigation.
4. An economic impact report prepared by a third-party credentialed professional entity describing:
    a. The amount of tax revenue local taxing jurisdictions is anticipated to receive as a result of the proposed development; and
    b. The number of construction jobs and permanent jobs associated with the data center.
5. Plans to remove infrastructure and equipment from the site should the data center cease operation.

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6. A letter of attestation from the electricity provider describing any impacts to ratepayers or grid reliability of required new power generation or other infrastructure upgrades to serve the project.
7. Documentation of having advertised and held at least one meeting with community members during which project information is shared, feedback is invited, and questions are answered. All information and documents presented at such a meeting shall be made publicly available and must be submitted during the application process.
    a. Advertisement: Such a meeting is to be advertised no fewer than 15 days prior to the meeting's date, with notification provided by email to all Registered Neighborhood Organizations having a geographical boundary within a one mile radius of the proposed data center; by email to all Neighborhood Improvement Specialists; by email to relevant City departments and agencies (i.e., Planning & Urban Design Agency, Health Department, Zoning Section of the Building Division, St. Louis Development Corporation); by mail to all residents and property owners within a 1,000 foot radius of the subject property; and by email to all state and local elected officials representing residents of the surrounding 1 mile of the proposed location.
    b. Meeting: The meeting shall include a presentation of project details required for application, commitments to mitigate impacts to residents and to the environment, and a question and answer period. All major areas of

community concern, questions, and feedback shall be documented and provided to the City as part of the application.

c. Feedback Period: During a minimum of 30 days following the Meeting, the applicant shall invite and document community feedback. Applications shall not be submitted within a minimum of 30 day Feedback Period.

D. In the event that an applicant is unable to provide any of the above information, the applicant shall, in writing as part of their application, indicate that they are unable to provide the information and also describe the reason this information cannot be provided. It shall be acceptable to exclude required information if it is confidential according to state or federal law.

26.77.050 Site Requirements, Design Requirements, and Standard Conditions.

Data Centers shall comply with the following site requirements, design requirements and standard conditions:

a. Location Requirements

i. Data Center buildings, Backup Generators, and other associated noise- or light-emitting infrastructure shall have the following setbacks from the lot lines of parcels zoned A, B, C, D, E, F, and G, parcels containing a light rail station or transit center, and parcels containing a school or public park:

1. 150 feet for Micro Data Centers;
2. 300 feet for Standards Data Centers; and
3. 600 feet for Major Data Centers.

ii. Data Centers may only be permitted if their location substantially aligns

with the Strategic Land Use Plan of the City's Comprehensive Plan.

iii. Institutional Data Center Provision. A Data Center that exclusively serves an Institutional Campus may be located on that same campus provided that:

1. The Data Center is not a colocation or commercial facility serving outside users;
2. The Data Center is a Micro or Standard Data Center; and
3. The setbacks in subsection (a)(i) continue to fully apply to parcels containing a light rail station or transit center, and parcels containing a school or public park on all parcels outside of the Institutional Campus.

b. Area Standards

i. The facility shall comply with the Height and Setback limitations of the underlying zoning district.

ii. The facility shall provide 1 off-street parking space for every 5 permanent employees.

iii. In the H, I, and L Districts:

1. A new Data Center within a building within 300 feet of an existing Data Center may only be allowed if the data center use comprises less than 30 percent of the gross square footage of a structure. Data Center uses on the same parcel as the proposed new Data Center do not trigger this 30 percent cap. An applicant may exceed the

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foregoing 30 percent cap only if the applicant: (1) makes available for lease to active uses such as office, retail, or institutional uses, 100 percent of the net leasable square footage of the ground floor of the data center building, exclusive of lobby, mechanical closets, loading docks, or building infrastructure space; and (2) enters into an agreement with the City detailing the community benefits provided by the project as part of the conditional use permit.

2. At least 50 percent of the gross ground floor area of any building with street frontage shall be reserved for active uses such as office, retail, institutional uses, and residential amenities, and shall not be used for inside storage or vehicle parking. For the purposes of this section, a building with street frontage is any building located within 50 feet of a street right-of-way line.

c. Noise and Vibration Controls

i. The facility shall have no unabated nuisance violations.

ii. The facility shall be subject to provisions of Ordinance 68130 or its successor.

iii. Noise levels shall not exceed 5 dBC above the Baseline Noise Levels, as measured from the property line, as reported prior in the application, during standard operation. If Baseline Noise Levels exceed what is permitted by the noise ordinance (Ordinance 68130), or if the noise ordinance does not establish a specific dBA level for the relevant zoning

district, then noise levels shall not exceed 5 dBA or dBC above the Baseline Noise Levels.

d. Building Systems & Equipment Design & Screening

i. The building shall be designed and operated with a Cool Roof, Green Roof, or rooftop photovoltaic solar panels to reduce urban heat impacts.

ii. All exterior equipment and equipment areas shall be visually screened in order to limit visibility from the right of way, adjoining parcels, and nearby thoroughfares or highways.

iii. Noise-emitting equipment, such as Backup Generators, shall be physically enclosed within acoustically treated structures and placed away from primary frontages.

1. For the purposes of this provision enclosed shall include sound attenuated or soundproof enclosures that are standard for the original equipment manufacturer.

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iv. All exterior and rooftop cooling equipment, and any other infrastructure to provide a visual and acoustic barrier from the property line and surrounding area, shall be enclosed or screened. Enclosures and screens shall be opaque to obstruct from view and reduce frequency and vibrations.

v. On-site stand-alone fuel storage shall be visually and physically screened behind a masonry wall, and set back at least 30 feet from the property line, and installed on an engineered concrete pad designed with spill

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e. Site & Urban Design Standards

i. All principal and accessory structures and energy systems associated with a Data Center shall be arranged, designed, and constructed to be harmonious and compatible with the site and with the surrounding properties. Data Centers that visually approximate commercial office buildings are encouraged. All Backup Generators and other external equipment shall be located to the side or rear of the Data Center building.

ii. Properties shall be well landscaped. A tree lawn not less than 3 feet in width along all public streets shall be required where setbacks, underground infrastructure, and available right of way make it practicable, and where this subsection does not conflict with streetscaping designs or plans of the Board of Public Service, a Community Improvement District, or other formal political subdivision or tax district in which the Data Center is located. Street trees shall be installed in the tree lawn, between the public sidewalk and public street, when the tree lawn has sufficient width, or street trees with grates shall be installed in public sidewalks where the sidewalk has sufficient width with a maximum of 25 feet between trees. All street trees shall be irrigated. In the K district, Data Centers may install a landscape berm as an alternative to a tree lawn. Additional landscaping requirements may be included in a Public Impact Agreement.

iii. Surface parking shall be placed at the rear or side of the building and shall not extend beyond the established building line.

iv. Primary structures shall include these design features:

1. Windows, doors, or similar fenestration shall be distributed both horizontally and vertically and comprise at least 30 percent of the façades.
2. Glass transparency on windows shall be greater than 80 percent. Faux windows and covered windows are prohibited.
3. Signs must meet the requirements of the underlying code.
4. At least one main entrance that projects or is recessed from the main building plane, and is differentiated from the remainder of the building façade, is required.
5. Exterior materials shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry, EIFS, and cementitious fiberboard are not permitted.
6. All loading and unloading areas, including overhead doors, shall be oriented towards the side or rear property lines away from public roadways. Loading docks are not permitted in the front or street side yards and shall not be oriented towards the front property line.
7. Projects located in local historic or form-based districts are subject to the design standards of that district.

f. Water Responsibility

i. The facility shall not operate with a cooling system that solely relies on Evaporative Cooling. Evaporative Cooling means a highly water-intensive process that uses water evaporation to cool air for the facility's temperature regulation.

ii. The facility shall achieve and maintain compliance with all wastewater discharge standards set by the Metropolitan St. Louis Sewer District.

iii. Applicants for Standard and Major Data Centers shall enter into written agreement(s) with the St. Louis City Water Division to:

iv. Fund any and all fees required for data centers or new large load users that could be identified out of a cost of service study prior to receiving a building permit.

v. Fund any and all system impact fees required for data centers or new large load users that could be identified out of a cost of service study including the cost of a hydraulic model study and rectifying any detrimental impact on existing customers determined by the study prior to receiving a building permit. Prior to a cost of service study's completion, an agreement may also establish a short-term rate.

g. Backup Power Systems

i. All Data Center applicants are encouraged to minimize the use of diesel, and maximize the use of batteries or natural gas as backup power sources.

ii. Except for Backup Generator testing or commissioning activities, Backup

Generator use is limited to backup/emergency use only. Backup Generators may never be used as a general operating power source for day-to-day operation of the facility. The facility may not commence operation until complete electric service is provided to the site, and Backup Generators may not be used as a power source in the event of a delay in electric service.

iii. Backup Generators shall be fully enclosed within the primary structure or an exterior structure, except for penetrations necessary for the safe and lawful operation, maintenance, or testing of the generator and its supporting systems, including but not limited to intake air, exhaust, cooling, fuel, fluid and electrical connections.

iv. Backup Generators shall utilize the cleanest certified emissions tier. Certificates of Conformity demonstrating Tier 4 / NSPS Subpart IIII requirements (if diesel), or level of certification (if not diesel), of all equipment shall be provided prior to any such equipment's testing or use.

v. Backup Generators shall meet the performance requirements of the most recent National Fire Protection Association (NFPA) standards for Emergency and Standby Power Systems.

vi. Backup Generators shall be tested only between 10am and 5pm, Monday through Friday.

vii. Backup Generators shall not be tested on days when the St. Louis Air Quality Index (AQI) is above 50.

h. Environment, Energy & Infrastructure Standards

i. As practicable, facilities shall achieve and maintain LEED certification or certification through a similar green building program for the direction of the data center's operation.

ii. Facilities shall achieve and maintain a peak Power Usage Effectiveness (PUE) of 1.35 or better.

iii. Facilities shall dispose of all electronic waste in an environmentally appropriate manner through the duration of the data center's operation, and maintain an active contract with an R2-certified (Responsible Recycling) or e-Steward certified contractor.

iv. Facilities shall not commence operation until a letter verifying adequate power capacity and infrastructure to serve the facility is provided by an electric service utility.

v. Facilities shall connect to District Energy Systems if located within 50 lineal feet of an existing District Energy System line existing at the time of submission for zoning approval.

vi. Facilities shall not commence operation until a District Energy Willing to Serve letter from a district energy provider is provided. Such a letter shall confirm the system is prepared to extend service to the site, or serve as a written waiver explaining why extension is not feasible.

vii. Facilities shall, when feasible, use battery storage for electrical load for ancillary, non- data processing uses such as lighting and outlets in an

adjacent office space.

viii. All outdoor lighting shall meet the standards of the Dark Sky Initiative or other Bird City recommendations to reduce light pollution.

ix. Facilities shall ensure any heat plumes created by the facility are adequately dispersed at the property line to avoid adverse impacts on the health or well-being of individuals outside of the property.

x. Standard and Major Data Centers:

~~1. Before an occupancy permit is issued, facilities shall demonstrate their ability to begin operation with a minimum of 25 percent of their anticipated annual electricity use from renewable energy through the electric utility's renewable energy programs, PSC-approved large load renewable energy programs, clean energy riders, onsite and/or behind the meter renewable energy generation and storage, including participation in virtual power plant programs, or retirement of equivalent bundled RECs yearly.~~

~~1. Before an occupancy permit is issued, the facility shall demonstrate its ability to begin operation with a minimum of 25 percent of its annual electricity consumption from renewable energy through any combination of Bundled and Unbundled RECs retired on behalf of the facility, and/or on site renewable energy generation and storage. Bundled RECs shall be obtained through the electric utility's renewable energy programs, PSC-approved large load renewable energy programs, clean energy riders, the~~

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~~electric utility's generation portfolio, including participation in virtual power plant programs.~~

~~2. Facilities shall achieve and maintain 50 percent of annual electricity consumption from renewable energy by the end of its 5th year in operation through the electric utility's renewable energy programs, PSC approved large load renewable energy programs, clean energy riders, and/or onsite renewable energy generation and storage, including participation in virtual power plant programs. Only 25 percent of this requirement may be fulfilled through unbundled REC retirement. Facilities must present annual compliance progress reports documenting efforts to build, secure, contract, or otherwise purchase renewable energy and renewable energy credits to comply with this provision. A facility may apply for a one-time, no more than one year waiver with the Board of Public Service to allow for unbundled REC purchases above the 25 percent cap in limited circumstances, in which an unforeseeable event or circumstance has delayed a facility's compliance progression.~~

~~2. The facility shall achieve and maintain at least 50 percent of its annual electricity consumption from renewable energy by the end of its 5th year in operation through at least 25 percent Bundled RECs and/or on-site renewable energy generation and storage, and up to 25 percent Unbundled RECs retired on behalf of the facility. Bundled RECs shall be obtained through the electric utility's renewable energy programs, PSC approved~~

~~large load renewable energy programs, clean energy riders, the electric utility's generation portfolio, including participation in virtual power plant programs. A facility may apply for a one-time, up to one year waiver with the Board of Public Service if an unforeseeable event or circumstance has delayed a facility's compliance progression with this threshold.~~

~~3. Facilities shall achieve and maintain 100 percent of annual electricity consumption from renewable energy by the end of its 10th year in operation through the electric utility's renewable energy programs, PSC approved large load renewable energy programs, clean energy riders, and/or onsite renewable energy generation and storage, including participation in virtual power plant programs. Up to 25 percent of this requirement may be fulfilled through unbundled RECs.~~

~~3. The facility shall achieve and maintain 100 percent of its annual electricity consumption from renewable energy by the end of its 10th year in operation through at least 75 percent Bundled RECs and/or on-site renewable energy generation and storage, and up to 25 percent Unbundled RECs retired on behalf of the facility. Bundled RECs shall be obtained through the electric utility's renewable energy programs, PSC approved large load renewable energy programs, clean energy riders, the electric utility's generation portfolio, including participation in virtual power plant programs.~~

~~4. For each megawatt-hour of annual electricity consumption by which the facility fails to meet the applicable renewable energy requirement, a facility failing to meet the 5-year compliance deadline shall be subject to a noncompliance penalty of 125 percent of the average market rate for a bundled, retired REC from the MISO region until the shortfall is cured. For a facility failing to meet the 10-year compliance deadline, the noncompliance penalty shall be 300 percent of the average market rate for a bundled, retired REC from the MISO region until the shortfall is cured.~~

1. Before an occupancy permit is issued, facilities shall seek commitments from the electric utility or renewable energy generated on-site and/or battery storage to supply, according to the below schedule, certain percentages of the data center's energy load. Facilities must present annual compliance progress reports documenting efforts to build, secure, contract, or otherwise purchase renewable energy and renewable energy credits to comply with this provision.
2. Before an occupancy permit is issued, the facility shall demonstrate its ability to begin operation with a minimum of 25 percent of its annual electricity consumption from renewable energy through any combination of Bundled and Unbundled RECs retired on behalf of the facility, and/or on-site renewable energy generation and storage. Bundled RECs shall be obtained through the electric utility's renewable energy programs, PSC approved renewable energy programs, clean energy riders, the electric

utility's renewable generation portfolio **required under 393.1030 RSMo**, including participation in virtual power plant programs.

3. The facility shall achieve and maintain at least 50 percent of its annual electricity consumption from renewable energy by the end of its 5th year in operation through at least 25 percent Bundled RECs and/or on site renewable energy generation and storage, and up to 25 percent Unbundled RECs retired on behalf of the facility. Bundled RECs shall be obtained through the electric utility's renewable energy programs, PSC approved renewable energy programs, clean energy riders, the electric utility's renewable generation portfolio **required under 393.1030 RSMo,** including participation in virtual power plant programs.
4. The facility shall achieve and maintain 100 percent of its annual electricity consumption from renewable energy by the end of its 10th year in operation through at least 75 percent Bundled RECs and/or on-site renewable energy generation and storage, and up to 25 percent Unbundled RECs retired on behalf of the facility. Bundled RECs shall be obtained through the electric utility's renewable energy programs, PSC-approved renewable energy programs, clean energy riders, utility's renewable generation portfolio **required under 393.1030 RSMo,** including participation in virtual power plant programs.
5. For each megawatt-hour of annual electricity consumption by which the facility fails to meet the applicable renewable energy requirement, a

facility failing to meet the 5-year compliance deadline shall be subject to a noncompliance penalty of 125 percent of the average market rate for a bundled, retired REC from the MISO region until the shortfall is cured. For a facility failing to meet the 10-year compliance deadline, the noncompliance penalty shall be 300 percent of the average market rate for a bundled, retired REC from the MISO region until the shortfall is cured. **If the electric utility is verifiably unable to meet the requirements in supplying any portion of the data center's energy load from renewable sources, a facility that petitions the Board of Public Service and provides documentation of the amount of and reasons for the shortfall will be held harmless from penalties if the facility abides by the terms of the waiver, and may receive, with the Board's discretion, either an additional extension of time or an exemption to the unbundled/bundled REC cap. Facilities utilizing the exemption to the unbundled/bundled REC cap must reapply for this exemption every 5 years, to certify that the facility is still unable to receive enough unbundled/bundled RECs through the electric utility to meet these requirements. At any time, if additional unbundled/bundled RECs become available to further reduce the facility's compliance shortfalls, the Board shall establish a modified compliance schedule for meeting the renewable requirements.**

i. Reporting Requirements for Standard and Major Data Centers

i. Facilities shall comply with all applicable environmental, energy, water, and other reporting requirements established by the City.

ii. The interim reporting requirements established under subsection (iii) shall expire and be of no further force or effect upon the effective date of a City ordinance governing Data Center Environmental Impact Monitoring.

iii. The following interim reporting requirements shall apply to Standard and Major Data Centers:

1. Energy: Annually report the total energy consumption of the facility to the Office of Building Performance, with copy to the Zoning Administrator.
2. Noise: Annually provide a report to the Health Director/Commissioner (or his/her designee), with copy to the Zoning Administrator, a third-party report, created by an entity acceptable to the Health Director/Commissioner, of noise emissions to verify compliance with relevant standards and identify other issues and mitigation strategies. The first annual report shall occur within 30 days of the data center commencing operation. Subsequent annual reports shall reflect readings taken between the months of June and August, and submitted by September 30. Readings should be taken at the parcel line of all joining parcels or parcels directly across a street or alley from the parcel containing the data center, and shall compare noise levels to

daytime and nighttime Baseline Noise Levels. The report shall include a measure of both dBA and dBC sound levels.

3. Heat Impacts: Annually report waste heat rejected to the outdoor environment to the Executive Director of the Planning and Urban Design Agency or his/her designee, with copy to the Zoning Administrator, the quantity of waste heat recovered or reused, and the dispersion of heat plumes during summer design conditions or the hottest days of observation in order to assess urban heat impacts and mitigation strategies.

4. Renewable Energy: ~~Provide an annual report verifying compliance with relevant requirements to the Executive Director of the Planning and Urban Design Agency or his/her designee, with copy~~ Provide an annual report verifying compliance with relevant requirements including progress reports documenting efforts to build, secure, contract, or otherwise purchase renewable energy and renewable energy credits to comply with this provision. The report shall be submitted to the Executive Director of the Planning and Urban Design Agency or his/her designee, with copy to the Zoning Administrator, no later than July 30 of each year.

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5. Air Quality: All reports to the Missouri Department of Natural Resources verifying compliance with Clean Air Act and Air Permit standards, including the actual testing schedule for Backup

Generators during the reported period, shall be shared, via copy, to the Health Commissioner or his/her designee.

j. Public Impact Agreement – Major Data Center

i. When approving a conditional use permit for a Major Data Center, the Board of Public Service shall, as an additional condition necessary to ensure the use complies with the standards of Section 26.80.010, subsection E, require the applicant to enter into a Public Impact Agreement with the City. The Director of Public Utilities, or other departmental director serving on the Board of Public Service who is designated by the Board of Public Service, is authorized to execute on behalf of the City the Public Impact Agreement in accordance with this Chapter. A copy of the executed Public Impact Agreement shall be provided to the Building Commissioner, with a copy to the Zoning Administrator, before a building permit is granted. If the Board of Public Service determines that an event constituting default of the Public Impact Agreement has occurred, it may revoke the conditional use permit in accordance with the procedure in Section 26.100.030.

ii. The contents of the Public Impact Agreement shall be determined based on the site-specific context of the Major Data Center and its anticipated impact on adjacent parcels, occupants and public infrastructure. For the purpose of protecting the health, safety, and welfare of the surrounding community and residents of the City, the contents of the Public Impact

Agreement may address issues, including but not limited to:

1. Providing tangible benefits to the community by mitigating site-specific impacts on adjacent land use, public infrastructure and the general welfare, such as: noise; air quality; energy usage, including the percentage of energy derived from clean energy sources; water usage; and wastewater treatment and disposal. Benefits to the community:
2. May be in the form of the dedication of lands for public use or impact fees; and
3. Must be related to the Data Center development activities that are the subject of the application; and
4. Must be supported by an individualized determination that the benefit to the community is roughly proportional in scale to the impact being addressed. The individualized determination shall be made by the Board of Public Service, or a departmental director serving on the Board of Public Service designated by the Board of Public Service.
5. Additional provisions related to site design, as determined by the Board of Public Service to satisfy the standards of Section 26.80.010, subsection E, and which address site design aspects of the Data Center such as: Landscaping; Buffer, screening and fencing; Exterior lighting; Thermal heat mitigation; Cooling

systems; and Backup Generators.

6. Long-term operational commitments, such as: Noise testing; Electronic waste disposal; Decommissioning; Community feedback and engagement commitments before and during operations; and Emergency management.

7. Enforcement, including that the agreement may be enforced by revocation of the applicant's conditional use permit and other remedies available at law.

iii. The requirements contained in this Chapter applicable to Major Data Centers shall be considered minimum standards which may be modified upon mutual agreement of the City and the applicant.

iv. No provision in a Public Impact Agreement shall be construed as a binding promise by the City to refrain from independent exercise and enforcement of the Zoning Code.

v. The Public Impact Agreement shall be approved by both a simple majority, meaning more than one-half (½) of the votes of the Board of Public Service; and shall also be approved as a Resolution by at least two-thirds (2/3) of the votes of the Board of Aldermen, prior to the granting of a building permit.

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vi. Public comment on the Public Impact Agreement must be accepted during the conditional use hearing process prior to the approval by the Board of Public Service and by the Board of Aldermen.

26.77.060 Applicability.

Unless expressly stated otherwise, Data Centers shall demonstrate compliance with the standards in this Chapter prior to the issuance of a building permit for development, modification, or expansion as set forth below:

a. **New Facility.** Full compliance is required for new Data Centers. New data center occupants within existing Data Center buildings are addressed by Section 26.77.060.d.

b. **Expansions.** For Data Centers approved by conditional use permit under the provisions of this Chapter, full compliance is required for any enlargements, structural alterations, or increase in data center size classification (i.e., Micro, Standard, or Major).

c. **Expansions of Existing Nonconforming Structures.** Full compliance is required for any physical expansion or enlargement of a structure lawfully existing and occupied by or used as a Data Center on the Effective Date of this Chapter. However, structural alterations which do not enlarge the physical exterior footprint of the existing structure or height shall not trigger full compliance with the provisions of this Chapter. Instead, such alterations shall trigger compliance solely with the following standards:

i. Section 26.77.050.c: Noise and Vibration Controls;

~~ii. Section 26.77.050.d: Building Systems & Equipment Design & Screening, solely applicable in relation to new equipment or new Backup Generators associated with the structural alteration;~~

~~iii. Section 26.77.050.g Backup Power Systems, solely for any new Backup Generators associated with structural alterations; with the exception that new Backup Generators shall utilize at least Tier 2 / NSPS Subpart IIII (if diesel), or level of certification (if not diesel), of all equipment shall be provided prior to any such equipment's testing or use.~~

Commented [SW22]: Amendment 11 - Schweitzer

Commented [SW23]: Amendment 13 - Schweitzer

ii. Section 26.77.050.d: Building Systems & Equipment Design & Screening, solely applicable in relation to new equipment or new Backup Generators associated with the structural alteration; the enclosure structures for Backup Generators can include sound attenuated enclosures supplied by the generator manufacturer or an equivalent product; the Cool Roof, Green Roof, or rooftop photovoltaic solar panel requirement shall only be applicable when structural alterations are made to the roof; and (v) shall not apply to existing fuel tanks or replacement fuel tanks as long as the replacement tanks are comparable in terms of capacity, size, and character to the existing fuel tanks and no structural alteration is made ~~requiring~~ for the fuel tank replacement;

Commented [SW24]: Amendment #2 On the Floor - Schweitzer

iii. Section 26.77.050.g Backup Power Systems, solely for any new Backup Generators associated with structural alterations; with the exception that new Backup Generators shall utilize at least Tier 2 *I* NSPS Subpart IIII (if diesel), or level of certification (if not diesel), of all equipment shall be provided prior to any such equipment's testing or use; the enclosure structures for Backup Generators can be satisfied with sound attenuated enclosures supplied by the generator manufacturer or an equivalent product;

iv. Section 26.77.050.h.ii-iii: Electronic waste disposal requirements and except that legal non-conforming facilities shall target a goal of PUE of 1.35 or better and submit reports of the facility's peak PUE for the preceding year and annualized PUE by May 1st each year, if possible;

v. Section 26.77.050.h.x: Applicants shall only be required to submit a scope, schedule, and budget for implementation of voluntary renewable energy use

within the facility; there shall be no minimum renewable energy requirement; and

vi. Section 26.77.050.i: Reporting Requirements for Standard and Major Data Centers, shall be applicable solely in relation to new lease(s), licenses, or tenant(s) associated with the structural alteration. Reports on renewable energy use may be substituted for reports on the Renewable Energy Requirements required for new facilities.

~~vii. If a new structure is constructed for vibration, heat, and noise abatement of new Backup Generators, it shall be deemed a structural alteration and not be considered a physical expansion or enlargement of an existing Nonconforming Structure. However, such structures shall not exceed 30 feet in width along the primary frontage, and shall be designed with exterior materials that are compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry, EIFS, and cementitious fiberboard are not permitted.~~

~~vii.~~ If a new structure outside the footprint of the Data Center building is constructed for vibration, heat, and noise abatement of new Backup Generators or screening of fuel tanks, it shall be deemed a structural alteration and shall not be considered a physical expansion or enlargement of an existing Nonconforming Structure. However, when built at grade along the primary street frontage, such a new structure shall not exceed 30 feet in width along the primary frontage, and shall be designed with exterior materials that are compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry, EIFS, and cementitious fiberboard are not permitted.

d. **Existing Nonconforming Uses and/or Nonconforming Structures, and Previously Approved Facilities.**

i. Subject to the provisions of subsection (c);

1. Any Data Center building lawfully in use or approved by conditional

use permit, or any Data Center building tenant, licensee, or operator in use or operating, as of the Effective Date of this Chapter shall be considered an existing Nonconforming Use and/or Nonconforming Structure as defined in Sections 26.08.330 and 26.08.331, respectively, and may be continued without regard to the provisions of this Chapter, except that discontinuation or abandonment of a lawfully existing or approved Data Center shall be subject to the provisions in Section 26.16.060 (Discontinuing nonconforming use). Legal nonconforming status shall extend to existing and future lessees and licensees of a Data Center building.

2. The addition, modification, replacement, removal or increased capacity of Backup Generators and associated infrastructure including rooftop dunnage shall not be considered a building enlargement or structural alteration to an existing Data Center building.

3. Nonconforming Use and/or Nonconforming Structure status shall attach to the Data Center building or structure as a whole and includes all space within such building or structure, whether leased or licensed (now or in the future) or vacant, together with all power, cooling, fiber, generator, fuel, screening, enclosure, and related infrastructure for Data Center uses within such building or structure.

4. Conditional use permits approved prior to the Effective Date of this Chapter shall remain valid in accordance with their approved conditions, subject to the time limitation on such validity as outlined in Section 26.80.010.D.5.

26.77.070 Application Review Process.

The Zoning Administrator shall provide application materials for any Standard or Major Data Center to the Executive Director of the Planning & Urban Design Agency, the

Commissioner of Health, the Fire Marshall, the Department of Public Utilities, including its Water Division, the St. Louis Metropolitan Sewer District, relevant district energy service providers, and the Office of Building Performance. Upon receipt of materials, these entities shall then have no less than 30 days to review and provide findings and recommendations to the Zoning Administrator before a recommendation is submitted to the Board of Public Service. Review by relevant parties may occur in parallel.

26.77.080 Deadline for Review.

The Planning Commission of the City of St. Louis shall take up review of this Chapter no later than 2 years from the Effective Date of this Chapter 26.77 in order to determine necessary changes that respond to evolutions in technology or increased understanding of impacts and opportunities. This review will include an assessment of renewable energy supply and compliance pathways, and an assessment of megawattage thresholds between data center classifications. This requirement for review is directory and not mandatory. The failure of the Planning Commission to conduct the review within the timeframe prescribed herein shall not invalidate, impair, or otherwise affect the legal enforceability, validity, or operation of this Chapter.

SECTION FOUR. Severability Clause.

It is hereby declared to be the intention of the Board of Aldermen that each, and every part, section and subsection of this Ordinance shall be separate and severable from each, and every other part, section, and subsection hereof and that the Board of Aldermen intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this

Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION FIVE. Effective Date.

This Ordinance shall take effect and be in full force thirty (30) days after its approval by the Mayor, or thirty (30) days after its adoption over the Mayor's veto.

APC

Planning for Tippecanoe County, Lafayette, West Lafayette
Battle Ground, Clarks Hill, and Dayton

Ryan P. O'Gara, AICP, Executive Director

Area Plan Commission of Tippecanoe County, Indiana

October 16, 2025
Ref. No.: 2025-311

Tippecanoe County Commissioners
20 North 3rd Street
Lafayette, Indiana 47901

CERTIFICATION

RE: UZO AMENDMENT #123 LARGE DATA CENTERS
This amendment would create a definition of a "large data center" and separate this land use from the more general "computer programming and data processing services" category in the permitted use table of the zoning ordinance.

Dear Tippecanoe County Commissioners:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on October 15, 2025, the Area Plan Commission of Tippecanoe County voted 15 Yes – 0 No on the motion to approve the enclosed amendment to the Unified Zoning Ordinance. Therefore, the Area Plan Commission of Tippecanoe County recommends to the County Commissioners that the proposed zoning ordinance be APPROVED.

Sincerely,

Ryan P. O'Gara

Ryan O'Gara
Executive Director

RO/dcb

Enclosures: Staff Report and Ordinance

Unified Zoning Ordinance Amendment #123
LARGE DATA CENTERS AMENDMENT

Staff Report
OCTOBER 9, 2025

BACKGROUND:

Presently “data centers” (an undefined term) falls harmlessly in the UZO under SIC code 737 “Computer programming, data processing and other computer related services”; generously permitted in most commercial zones and in two industrial zones. Obviously our 1998 zoning ordinance could not have predicted what advances in computer technology would end up asking of communities, but here we are.

Originally introduced at Ordinance Committee in September of 2025 and more formally laid out on October 1st, the matter of “Large Data Centers” is one that is fairly new to Indiana and, as staff has ascertained in our own initial research, one that deserves a thorough review before allowing too generously on the landscape. In order to secure time to conduct this review we are presenting this narrower pathway to develop large data centers in such a way that that doesn’t impact smaller data centers planned to be built or that are already in the community.

This proposal updates our original from October 1st based on the comments received that evening. To begin, we’ve added a definition for “Data Center” in order to distinguish it from a “Large Data Center”. A “Data Center” as defined is a facility 10,000 square feet of gross floor area (GFA) or less while a “Large Data Center” as defined is one that is greater than 10,000 square feet of GFA. A ”Large Data Center” will continue to be held to the I2 zone by Special Exception while the “Data Center” will continue to be permitted in the same SIC 737 zones (with the addition of “Data Center” also being permitted in I3 because there was no logical reason to exclude it).

Staff feels these changes to our original ordinance capture the essence of the comments of the Ordinance Committee: Existing smaller data centers in our community continue to have a permitted and conforming path forward that is unchanged (and in fact expanded), while the “Large Data Centers” have a narrower path forward, giving staff time to identify the how these important but impactful uses are best integrated into our community.

The Ordinance Committee at its October 1, 2025 meeting recommended the amendment advance to the full APC with recommended changes as generally summarized above.

STAFF RECOMMENDATION:

Approval

ORDINANCE NO._____

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF TIPPECANOE COUNTY, INDIANA, NO. 97-51-CM

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA, THAT THE UNIFIED ZONING ORDINANCE, BEING A SEPARATE ORDINANCE AND NOT PART OF A UNIFIED COUNTY CODE IS HEREBY AMENDED AS FOLLOWS:

Section 1: Add the following definition to **UZO Section 1-10-2 WORDS AND TERMS DEFINED:**

DATA CENTER. A physical facility composed of one or more buildings totaling 10,000 square feet of ***Gross Floor Area*** or less housing networked computer servers used for data storage and processing, along with related supportive equipment including but not limited to backup power generators and cooling devices.

LARGE DATA CENTER. A physical facility composed of one or more buildings totaling over 10,000 square feet of ***Gross Floor Area*** housing networked computer servers used for data storage and processing, along with related supportive equipment including but not limited to backup power generators and cooling devices.

Section 2: Add the defined terms, “Data Center” and “Large Data Center” to **UZO Section 3-2 PERMITTED USE TABLE**, under the existing category, “SIC 737 Computer programming, data processing and other computer related services”. Allow data centers as a permitted use in the NB, NBU, OR, GB, CB, CBW, I1, I2, and I3 zoning districts, parking group 4/c and allow large data centers by special exception in the I2 zoning district, parking group 4/c, special conditions UZO Section 4-10 (Industrial Performance Standards).

Section 3: Add footnote 75 to **Section 3-2 PERMITTED USE TABLE**, under “Large Data Center” which states, “This land use category shall cease to exist in the Permitted Use Table as of November 30, 2026.”

This ordinance shall be in full force and effect from and after its passage.

(Adopted And Passed) (Denied) by the Board Of Commissioners of Tippecanoe County, Indiana, this _____ day of _____, 2025.

VOTE:

_____ _____
David Byers, President

_____ _____
Tracy Brown, Vice President

_____ _____
Thomas Murtaugh, Member

ATTEST:

_____
Jennifer Weston, Auditor

DRAFT

ORDINANCE NO. ___ – 2026

An Ordinance Amending the Valparaiso Zoning Ordinance to Add Data Center Regulations

WHEREAS, the City of Valparaiso recognizes the need to establish clear zoning standards and review procedures for data centers, as defined herein,to protect public health, safety, and general welfare; and

WHEREAS, the Valparaiso Plan Commission (the "Plan Commission") and Valparaiso Common Council (the "Common Council") find that appropriate land use standards for data centers promote economic development while ensuring compatibility with surrounding land uses and infrastructure capacity; and

WHEREAS, the Common Council finds it necessary to establish regulations for data centers that promoted environmental Stewardship, protect natural resources, and minimize adverse impacts on air quality, water resources, and surrounding neighborhoods; and

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Valparaiso, Indiana, that the Valparaiso Zoning Ordinance is hereby amended as follows:

Section 1 – Definitions

Data Center. A facility used predominantly for the storage, management, processing, and transmission of data, including server farms, cloud computing facilities, artificial intelligence processing facilities, and related digital infrastructure. Data centers include buildings and related mechanical and electrical equipment designed to support these activities.

Section 2 – Zoning District Use Table Amendment

In the City of Valparaiso Zoning Ordinance Use Tables (Article 2.201.B), insert the following under "Industrial-Heavy (INH)".

Use	Light Industrial	Heavy Industrial	Commercial General	Residential
Data Center	*Prohibited*	Special Use	*Prohibited*	*Prohibited*

Data centers shall be prohibited in residential, business (commercial), and light industrial zoning districts and allowed only by special exception in heavy industrial zones.

Section 3 – Special Use Use Regulations for Data Centers

A. Special Use Permit Required (Article 2.557)

1. No data center shall be constructed or operated in the City of Valparaiso except upon approval of a *special use* by the Valparaiso Board of Zoning Appeals.
2. Applications shall include all standard special use materials plus the specific items listed below.
3. The Board of Zoning Appeals shall review:

a. The compatibility of the proposed use with existing and anticipated development;
b. The potential use of adjoining land for uses permitted in the district;
c. The current trends of development of lands in the vicinity;
d. The effect of the proposed use on the natural features of the site and the current use of adjoining lands;
e. The quality and capacity of existing or proposed access roads to accommodate traffic generated by the proposed use.

B. Required Application Materials

Applicants for a data center special use must submit:

1. Site Plan showing property lines, setbacks, rights-of-way, buildings, utility lines, proposed landscaping, fencing, and stormwater controls. The plan should include physical features including but not limited to roads, special flood hazard areas, wetlands, existing and proposed buildings, equipment, proposed locations of underground or overhead electric lines and utility poles, landscaping and fencing.
2. Construction and Maintenance Schedule with access routes for construction vehicles and emergency response.
3. Verification of Utility Capacity, including written confirmation from utility providers (e.g., electricity, water, telecommunications) that sufficient service is available without adverse impacts. Must indicate if additional power substation is required. Include written verification from NIPSCO indicating adequate capacity is available
4. Operation & Maintenance Plan addressing stormwater management, landscaping care, and general operating procedures.
5. Emergency Services Plan addressing electrical schematics and procedures for facility shutdown if necessary.
6. Proof of Insurance covering liability related to facility operations.
7. Decommissioning Plan outlining the procedures for the orderly shutdown, dismantling, and removal of the data center. The decommissioning plan must not limit future use of the property.
8. Redacted copy of lease for the subject property (if leased).

C. Development Standards

1. Setbacks: All buildings and equipment associated with a data center shall be set back no less than 1000 feet from adjoining residential or agricultural zoning districts.
2. Minimum lot size: 100 acres
3. Vibration: Vibration shall not exceed 0.05 inches per second peak particle velocity (PPV) at any residential property boundary.
4. Noise: Maximum operational sound levels shall not exceed 55 decibels (dB) at the property line.
5. Lighting: Lighting shall meet UDO requirements as outlined in Section 9.501 Nonresidential Lighting Standards.
6. Utilities: All on-site utility lines (electric, communications) must be placed underground where feasible and permitted by the serving utility.

7. Mechanical Screening: All mechanical equipment (including backup generators, HVAC, and power supply units) shall be enclosed or screened from public view.
8. Backup Generators: Generators are permitted for emergency use only and must comply with Indiana Department of Environmental Management (IDEM) regulations.
9. Security Fencing: Perimeter fencing or approved security barriers shall be at least 6 feet in height and compliant with applicable safety codes.

D. Fire & Emergency Training

Data center operators shall provide annual training for Valparaiso fire and emergency services on facility layout, equipment operation, and emergency response procedures prior to opening as well as annually.

E. Decommissioning

Facilities that remain inactive for more than 15 consecutive months shall be decommissioned and the site restored to an approved condition unless an extension is granted by the Board of Zoning Appeals following a public hearing.

Section 4 – Public Notice

In addition to existing special use notice requirements, the applicant shall mail notice of the proposed data center to all property owners within 1,000 feet of the site and to adjacent municipalities, official city boards, and emergency providers at least 30 days prior to the hearing.

Section 5 – Compliance With Comprehensive Plan

All data center development must demonstrate compatibility with the Valparaiso Comprehensive Plan and applicable capital improvement planning for utility and transportation infrastructure.

SECTION 1. Amendment to Article 2 – Permitted Uses Table

Section 2.201 – Use Table is hereby amended to add the following use classification:

> **Data Center (Primary Use)** – A facility used primarily for the storage, management, processing, and transmission of digital data, including associated equipment, cooling systems, emergency backup generators, substations, and security infrastructure.

Such use shall be designated as “S” (Special Use) in the following zoning districts:

- INH- Heavy Industrial

SECTION 2. Creation of Section 2.5XX – Data Center Supplemental Standards

A new section, **Section 2.5XX – Data Centers**, is hereby created to read as follows:

Sec. 2.5XX – Data Centers

A. **Purpose.**
The purpose of this section is to ensure that data centers are developed and operated in a manner that protects public health, safety, and welfare; minimizes environmental impacts; ensures compatibility with surrounding land uses; and promotes sustainable resource management.

B. **Special Use Approval Required.**
Data centers shall require Special Use approval pursuant to Article 15.

C. **Environmental Performance Standards.**

1. **Energy Efficiency.**
    a. Facilities shall demonstrate compliance with current industry standards for energy efficiency, including but not limited to Power Usage Effectiveness (PUE) reporting.
    b. Energy Use Study: a study of both nominal and peak energy usage for any proposed site.
    c. Applicants shall submit an energy management plan describing measures to reduce overall electricity demand and peak load impacts.
    d. The Plan Commission may require on-site renewable energy generation or participation in renewable energy procurement programs where feasible.
2. **Water Resource Protection.**
    a. Applicants shall submit a water usage and conservation plan identifying anticipated daily and peak water demand.
    b. Cooling systems shall utilize water-efficient technologies where practicable.
    c. Withdrawal of groundwater shall not adversely impact surrounding properties or municipal water supply infrastructure.
        i. Submit a groundwater study in project application.
        ii. Letter of approval from the Indiana Department of Health and local health department and the sanitary sewer utility (VCS) regarding management of waste and wastewater for the project
        iii. Letter of approval fromValparaiso City Utilities that the proposed data center will comply with the county stormwater management plans
3. **Air Quality and Emissions.**
    a. Emergency generators shall comply with all applicable federal and state air quality standards.
    b. Routine generator testing shall be limited in frequency and duration to the minimum required for safe operation.
    c. The City may require additional emissions mitigation measures where necessary to protect nearby residential areas.
4. **Noise.**
    a. Mechanical equipment, cooling systems, and generators shall comply with the City's noise standards at the property line.
    b. Acoustic screening or sound attenuation measures shall be required to maintain 55 decibels at residential and agricultural zoning districts.

5. **Heat and Microclimate Impacts.**
    a. Applicants shall demonstrate measures to mitigate excessive heat generation, including heat recovery, vegetative buffering, or other design solutions.
6. **Stormwater and Site Design.**
    a. Development shall comply with all stormwater management requirements of the UDO.
    b. Impervious surface coverage shall be minimized to the extent practicable.
7. **Lighting.**
    a. Downcast lighting where light is emitted below the horizontal plane of the fixture; light source is not visible from above or the side; and minimized light trespass and skyglow.
    b. Shielded lighting where fixtures include a cover element that blocks light in certain directions; can be fully or partially shielded; and focuses illumination
    c. Lighting shall meet UDO requirements as outlined in Sec. 9.501, "Nonresidential Lighting Standards."

D. **Infrastructure Impact Analysis.**
Applicants shall submit documentation demonstrating that adequate electric, water, sewer, and transportation infrastructure capacity exists or will be provided without adverse impact to existing users. (will this project need an additional electrical substation to support the facility)

E. **Landscaping Plan**

Landscaping and buffering of a minimum of Class E bufferyard per table 10.402.

F Decommissioning Plan.
A decommissioning plan shall be submitted as part of the Special Use application to address removal of equipment, environmental remediation if necessary, and site restoration in the event of facility closure.

G. Reporting
Transparent Operation Requirements to ensure the facility continues to meet all special use provisions. The following reports shall be submitted annually to the City of Valparaiso Planning Department.

a. Annual energy consumption report
b. Annual water use report
c. Annual lighting report
d. Annual noise testing report
e. Annual generator testing report
f. Annual biometric data protection compliance certificate report
g. Annual continuous vibration monitoring report

Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is held invalid by a court of competent jurisdiction, the remainder shall not be affected.

Effective Date

This ordinance shall take effect upon its passage and publication as provided by law.

ORDINANCE NO. 16-2026

AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON NEW DATA CENTER DEVELOPMENT

WHEREAS, the Common Council finds that the City's Unified Development Ordinance does not presently contain regulations specifically addressing data center development; and

WHEREAS, the Plan Commission is actively engaged in reviewing potential amendments to the Unified Development Ordinance governing data center development with the assistance of a qualified subject matter expert; and

WHEREAS, the Common Council finds that allowing new data center development to proceed before completion of that review may be inconsistent with the City's future land use regulations and planning objectives; and

WHEREAS, the Common Council finds that a temporary moratorium is necessary to preserve the integrity of the planning process while permanent regulations are developed;

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Valparaiso, Indiana:

Draft

Section 1. Purpose
The purpose of this Ordinance is to temporarily suspend the approval of new data center development while the Plan Commission completes its review and recommends amendments to the Unified Development Ordinance.

Section 2. Moratorium
During the effective period of this Ordinance, no application for the establishment of a new data center shall be approved, and no land use approval or permit authorizing the establishment of a new data center shall be issued by the City.

Section 3. Exceptions.
This Ordinance shall not apply to:

a. Existing lawful uses;
b. Routine maintenance, repair, or renovation of existing facilities;
c. Development for which vested rights have been established under applicable Indiana law.

Section 4. Duration
This Ordinance shall take effect upon passage as provided by law and shall automatically expire upon the effective date of amendments to the Unified Development Ordinance establishing regulations governing data center development, unless repealed or extended by the Common Council; or by July 31, 2028.

Section 5. Severability
If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

Section 6. Effective Date
This Ordinance shall be effective upon its passage by the Common Council and approval by the Mayor, or otherwise as provided by Indiana law.

PASSED AND ADOPTED by the Common Council of the City of Valparaiso, Indiana by a _____ vote of all members present and voting this _____ day of _____, 2026.

_____
Jon Costas, Mayor

Attest:

_____
Holly Taylor, Clerk-Treasurer

Presented by me to the Mayor of the City of Valparaiso, Indiana, this _____ day of _____, 2026, at _____ o'clock __.m.

_____
Holly Taylor, Clek-Treasurer

This Ordinance approved and signed by me this _____ day of _____, 2026 at _____ o'clock ___.m.

_____
Jon Costas, Mayor

Draft

IOWA CODE
CHAPTER 423
STREAMLINED SALES AND USE TAX ACT

423.3 Exemptions.
There is exempted from the provisions of this subchapter and from the computation of the amount of tax imposed by it the following:

…..

95. a. (1) The sales price from the sale of computers and equipment that are necessary for the maintenance and operation of a data center business and property whether directly or indirectly connected to the computers, including but not limited to cooling systems, cooling towers, and other temperature control infrastructure; power infrastructure for transformation, distribution, or management of electricity used for the maintenance and operation of the data center business, including but not limited to exterior dedicated business-owned substations, backup power generation systems, battery systems, and related infrastructure; and racking systems, cabling, and trays, which are necessary for the maintenance and operation of the data center business.

(2) (a) The sales price of backup power generation fuel that is purchased by a data center business for use in the items listed in subparagraph (1).

(b) The duration of the exemption allowed under this subparagraph shall be for the following time periods:

(i) For backup power generation fuel purchased in connection with real property the data center business began operating prior to June 6, 2025, there shall be no limitation on the duration of the exemption.

(ii) For backup power generation fuel purchased by a data center business in connection with real property with new construction upon the property completed on or after June 6, 2025, or additions upon existing property on or after June 6, 2025, and such property is located entirely or in part within a city having a population of more than thirty thousand, according to the most recent decennial federal census, the first ten years of operation in connection with the new construction or addition upon the existing property.

(iii) For backup power generation fuel purchased by a data center business in connection with real property with new construction upon the property completed on or after June 6, 2025, or additions upon existing property on or after June 6, 2025, and such property is not located entirely or in part within

a city having a population of more than thirty thousand, according to the most recent decennial federal census, the first fifteen years of operation in connection with the new construction or addition upon the existing property.

(3) (a) The sales price of electricity purchased for use by a data center business.

(b) The duration of the exemption allowed under this subparagraph shall be for the following time periods:

(i) For electricity purchased in connection with real property the data center business began operating prior to June 6, 2025, there shall be no limitation on the duration of the exemption.

(ii) For electricity purchased by a data center business in connection with real property with new construction upon the property completed on or after June 6, 2025, or additions upon existing property on or after June 6, 2025, and such property is located entirely or in part within a city having a population of more than thirty thousand, according to the most recent decennial federal census, the first ten years of operation in connection with the new construction or addition to the existing property.

(iii) For electricity purchased by a data center business in connection with real property with new construction upon the property completed on or after June 6, 2025, or additions upon existing property on or after June 6, 2025, and such property is not located in part within a city having a population of more than thirty thousand, according to the most recent decennial federal census, the first fifteen years of operation in connection with the new construction or addition to the property.

b. For the purpose of claiming this exemption, all of the following requirements shall be met:

(1) The purchaser shall be a data center business.

(2) The data center business shall have a physical location in the state that is, in the aggregate, at least five thousand square feet in size that is used for the operations and maintenance of the data center business.

(3) The data center business shall make a minimum investment in an Iowa physical location of two hundred million dollars within the first six years of operation in Iowa beginning with the date the data center business initiates site preparation activities, or the beginning date of the initial lease term of a data center, as applicable. The minimum investment includes the initial investment, including land and subsequent acquisition of additional adjacent land and subsequent investment at the Iowa location.

(4) The data center business shall comply with the sustainable design and construction standards established by the state building code commissioner pursuant to section 103A.8B.

(5) The data center business shall register with the department as a data center business. To maintain its registration, the data center business shall file an annual report with the department, by January 31, 2026, and by each January 31 thereafter. The annual report shall describe the backup power generation fuel and electricity purchased in the previous calendar year for the purposes described in paragraph “a”, subparagraphs (2) and (3), and any other information the department requires.

(6) Beginning after January 31, 2026, when purchasing exempt property under paragraph “a”, the data center business shall present an exemption certificate, issued annually to the data center business after filing the annual report pursuant to subparagraph (5), to the retailer.

c. This exemption applies from the date of the initial investment in, the initiation of site preparation activities for the data center business facility, or from the beginning date of the initial lease term, as described in paragraph “b”.

d. A data center business leasing space to operate a data center as a lessee is eligible to qualify for the exemption under this subsection.

e. Failure to meet eighty percent of the minimum investment amount requirement specified in paragraph “b” within the first six years of operation from the date the data center business initiates site preparation activities or from the beginning date of the initial lease term, as applicable, will result in the data center business losing the right to claim this data center business exemption and the data center business shall pay all sales or use tax that would have been due on the purchase or use of the items listed in this exemption, plus any applicable penalty and interest imposed by statute.

f. For purposes of this subsection:

(1) “Data center” means a building rehabilitated or constructed to house a group of networked server computers in one physical location in order to centralize the storage, management, and dissemination of data and information pertaining to a particular business, taxonomy, or body of knowledge. A data center business’s facility typically includes the mechanical and electrical systems, redundant or backup power supplies, redundant data communications connections, environmental controls, and fire suppression systems. A data center business’s facility also includes a restricted access area employing advanced physical security measures such as video surveillance systems and card-based security or biometric

security access systems. “Data center” includes the lease of a business facility leased by an entity operating a data center business at that location.

(2) “Data center business” means an entity whose business among other businesses, is to operate or lease a data center.

(3) “Site preparation activities” means actions that are taken prior to beginning construction or rehabilitation of the building that will house the data center and in preparation for the construction or rehabilitation. “Site preparation activities” include but are not limited to grading and clearing of land, storing of construction equipment including temporary buildings and trailers for equipment storage and for construction offices, exploratory excavating and borings to assess the sustainability of a site, and clearing the site of existing vegetation, old buildings, or old equipment. “Site preparation activities” does not include the purchase or installation of the tangible personal property described in paragraph “a”, subparagraph (1).

…..

701—215.12(423) Large data center business exemption. A data center business that has a physical location in Iowa and that meets specific criteria may obtain an exemption from sales and use tax on specific purchases that are used in the operation and maintenance of the data center business.

215.12(1) *Definitions.* For the purpose of this rule, "data center" and "data center business" mean the same as defined in Iowa Code section 423.3(95)*"e."*

215.12(2) *Claiming the exemption.* Iowa Code section 423.3(95)*"b"* provides the criteria to claim this exemption. If a business fails to meet the investment qualification found in Iowa Code section 423.3(95) *"d,"* the data center business loses the right to claim the exemption and the business is required to pay all sales or use taxes that would have been due on the purchase or rental of all purchases previously claimed exempt from sales and use tax, plus any and all applicable statutory penalty and interest due on the tax.

215.12(3) *Exempt purchases.* Paragraphs 215.11(3)*"a"* through *"h"* are incorporated in full by this reference.

215.12(4) *Limitation of exemption.* The purchase or lease of the items listed in subrule 215.12(3) is only exempt if the items being purchased or leased are being used in the operation or maintenance of the data center business. Such purchases or leases will not be exempt from sales or use tax if the item is to be used in the business for another purpose. For example:

a. The purchase of electricity for use in the office portion of the data center business facility would not be exempt.

b. The purchase of building materials that become real property would not be exempt. For example, the purchase of a dishwasher that will be built into a kitchen area in the break room for employees would not be exempt from tax. Although the purchase of a dishwasher is the purchase of tangible personal property, upon installation, the dishwasher becomes part of the building and realty and, therefore, is not exempt from Iowa sales and use tax.

This rule is intended to implement Iowa Code section 423.3(95).

[**ARC 8160C**, IAB 7/24/24, effective 8/28/24]

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Iowa

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34
PUBLISHED AI BILLS

34	2	29	3	10
TOTAL BILLS	PASSED BOTH CHAMBERS	INTRODUCED	IN COMMITTEE	HIGH RISK

AI REGULATORY LANDSCAPE

Iowa has **34** published AI-related bills. None have been enacted yet; **34** are currently pending.

Iowa has demonstrated a very active approach to AI regulation, with a total of 34 bills currently in progress and none enacted or vetoed. This indicates a strong legislative interest in addressing various aspects of artificial intelligence, reflecting a proactive stance towards the integration and governance of AI technologies across multiple sectors. The bills cover a wide range of industries, including education, technology, healthcare, and political campaigning, suggesting that lawmakers are considering the implications of AI on both public and private sectors. Key themes emerging from

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there is a significant focus on consumer protection, particularly regarding the use of AI in pricing and data privacy. This regulatory landscape indicates that businesses operating in Iowa will need to navigate a complex web of compliance requirements as they adopt AI technologies, particularly in sectors like education, healthcare, and political advertising, where the implications of AI are closely scrutinized.

Deepfake Laws in Iowa

Iowa has enacted deepfake legislation. See how it compares to other states, including penalties, scope, and enforcement mechanisms.

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34 published

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HF2635 Passed Both Chambers Med Risk →

A bill for an act relating to health carriers standards of conduct; utilization review organizations, artificial intelli...

This bill regulates health carriers' conduct, focusing on AI in prior authorizations and certificate of need processes. Effective July 1, 2026.

LAST ACTION: May 13, 2026 Comprehensive

SF2417 Passed Both Chambers Med Risk →

A bill for an act establishing requirements and guidelines for conversational AI services, and providing civil penalties...

The bill SF2417 establishes requirements and guidelines for conversational AI services in Iowa, effective 07/01/2026, with an applicability date of 07/01/2027, and includes civil penalties.

LAST ACTION: May 2, 2026 Comprehensive

HF 2507 Introduced Low Risk →

A bill for an act establishing requirements and guidelines for conversational AI services, and providing civil penalties...

HF 2507 establishes specific requirements and guidelines for conversational AI services in Iowa, including civil penalties, exceptions, and applicability provisions.

LAST ACTION: Apr 15, 2026 Comprehensive

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HSB 766 proposes licensure for AI augmented and autonomous service providers in Iowa. This analysis is speculative and based on limited information; specifics await full text.

LAST ACTION: Mar 24, 2026 **Comprehensive**

HF2691 **Introduced** **Med Risk** →

A bill for an act relating to the ownership of artificial intelligence output and trained artificial intelligence.(Forme...

HF2691 establishes ownership rights for AI-generated output and trained AI, detailing specific definitions and conditions.

LAST ACTION: Mar 19, 2026 **Comprehensive**

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SF2199 **Introduced** **Med Risk** →

A bill for an act relating to the ownership of artificial intelligence output and trained artificial intelligence.(Forme...

This analysis awaits the full text of SF2199 to accurately address its provisions.

LAST ACTION: Mar 19, 2026 **Comprehensive**

HF2609 **In Committee** **Med Risk** →

A bill for an act relating to the use of synthetic media in campaign materials, and making penalties applicable. (Former...

HF2609 addresses the use of synthetic media in Iowa campaign materials, but specific definitions and penalties require confirmation from the bill text.

LAST ACTION: Mar 17, 2026 **Narrow/Targeted**

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A bill for an act relating to utilization review organizations' use of artificial intelligence, prior authorization dete...

This bill regulates AI use in prior authorization by UROs, ensuring human oversight in denials and exemptions for cancer screenings.

LAST ACTION: Mar 4, 2026 **Comprehensive**

→

SF2415 **Introduced** **High Risk**

A bill for an act relating to provider requirements concerning the mental health of users of an artificial intelligence ...

The bill mandates that AI chatbots cannot provide mental health advice and must ensure users are aware of their non-human nature.

LAST ACTION: Feb 24, 2026 **Comprehensive**

→

HF2715 **Introduced** **Med Risk**

A bill for an act relating to chatbots, including deployer requirements and interactions with minors.(Formerly HSB 647.)

HF2715 mandates chatbot deployers to verify user age and obtain parental consent for minors, with penalties for non-compliance.

LAST ACTION: Feb 24, 2026 **Narrow/Targeted**

→

HSB635 **Introduced** **Med Risk**

A bill for an act relating to the ownership of artificial intelligence output and trained artificial intelligence.(See H...

HSB635 is a bill introduced in the Iowa Legislature, but its specific provisions and focus cannot be confirmed without the full bill text.

LAST ACTION: Feb 23, 2026 **Narrow/Targeted**

→

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A bill for an act relating to automated decision systems used by employers.

SF2414 addresses the use of automated decision systems by employers in Iowa. Verification from the bill text is needed for claims about transparency and accountability.

LAST ACTION: Feb 23, 2026 **Sector-Specific**

HSB 635 **In Committee** **Low Risk** →

A bill for an act relating to the ownership of artificial intelligence output and trained artificial intelligence.

HSB 635 is a legislative proposal in Iowa detailing the ownership of AI-generated outputs and trained AI systems, with specific provisions outlined in the bill.

LAST ACTION: Feb 23, 2026 **Narrow/Targeted**

HSB643 **Introduced** **Med Risk** →

A bill for an act relating to the use of synthetic media in campaign materials, and making penalties applicable.(See HF ...

HSB643 proposes regulations on synthetic media in campaign materials in Iowa, with penalties applicable.

LAST ACTION: Feb 19, 2026 **Narrow/Targeted**

SSB3118 **Introduced** **High Risk** →

A bill for an act relating to utilization review organizations' use of artificial intelligence, prior authorization dete...

This bill regulates utilization review organizations' use of AI in prior authorization processes and establishes peer review requirements, with applicability provisions until 2027.

LAST ACTION: Feb 19, 2026 **Comprehensive**

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A bill for an act establishing requirements and guidelines for chatbots, making appropriations, and providing civil pena...

This bill mandates guidelines for chatbots, including disclosure requirements and prohibitions against harmful content.

LAST ACTION: Feb 18, 2026 **Comprehensive** **Penalties apply**

HSB609 Introduced Med Risk →

A bill for an act modifying the duties of the workforce development board, state board of education, and department of e...

The bill modifies duties of education boards to enhance cyber and AI literacy and workforce development in Iowa, with voluntary certification for schools.

LAST ACTION: Feb 16, 2026 **Comprehensive**

HF2540 Introduced Med Risk →

A bill for an act relating to computer science and artificial intelligence education, including high school curricula an...

HF2540 addresses computer science and AI education in Iowa high schools, including curricula and graduation requirements.

LAST ACTION: Feb 16, 2026 **Comprehensive**

HF2469 Introduced High Risk →

A bill for an act prohibiting the use of an automated decision-making system to alter the price of a product or service ...

This bill prohibits altering prices for individuals using automated systems based on surveillance data. Full bill text is needed for details on civil penalties.

LAST ACTION: Feb 16, 2026 **Narrow/Targeted**

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A bill for an act modifying the duties of the workforce development board, state board of education, and department of e...

HF2528 modifies the duties of Iowa's workforce development and education boards to enhance cyber and AI literacy and training programs, including a voluntary certification for...

LAST ACTION: Feb 16, 2026 **Comprehensive**

HSB611 Introduced **High Risk** →

A bill for an act establishing requirements and guidelines for chatbots, making appropriations, and providing civil pena...

This bill mandates guidelines for chatbots, including disclosure requirements and penalties for harmful content.

LAST ACTION: Feb 16, 2026 **Comprehensive**

SF2278 Introduced **Med Risk** →

A bill for an act prohibiting personalized algorithmic pricing and surveillance pricing at certain food retail establish...

SF2278 prohibits personalized algorithmic and surveillance pricing at specified food retail establishments in Iowa, with civil penalties for violations.

LAST ACTION: Feb 12, 2026 **Sector-Specific**

SSB3013 Introduced **Med Risk** →

A bill for an act relating to the ownership of artificial intelligence output and trained artificial intelligence.(See S...

SSB3013 addresses the ownership of AI output and trained AI in Iowa. Key provisions and implications will be analyzed once the full text is available.

LAST ACTION: Feb 4, 2026 **Comprehensive**

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A bill for an act relating to private entity requirements concerning biometric data, and providing civil penalties.

This bill mandates private entities to establish policies for biometric data retention, prohibits the sale of such data, and imposes civil penalties for violations, but does not create a private...

LAST ACTION: Feb 4, 2026 **Comprehensive**

SF2166 **Introduced** **Med Risk** →

A bill for an act relating to the publication of electioneering communications containing synthetic media, and providing...

SF2166 addresses electioneering communications with synthetic media. Specific provisions and penalties will be detailed once the full bill text is available.

LAST ACTION: Feb 3, 2026 **Narrow/Targeted**

HF2204 **Introduced** **High Risk** →

A bill for an act relating to the requirements for chatbot deployers, including required protocols, limitations on data ...

HF2204 establishes requirements for chatbot deployers, including transparency protocols, data use guidelines, safety measures for minors, and penalties for violations.

LAST ACTION: Jan 29, 2026 **Comprehensive**

HF 2204 **Introduced** **High Risk** →

A bill for an act relating to the requirements for chatbot deployers, including required protocols, limitations on data ...

HF 2204 establishes requirements for chatbot deployers, including data collection limits and protocols for interactions with minors, allowing minors to recover damages for non-...

LAST ACTION: Jan 29, 2026 **Comprehensive**

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A bill for an act relating to the use of artificial intelligence systems and related software by state agencies for empl...

SSB3014 is a legislative proposal in Iowa concerning the use of AI systems by state agencies. Specific mandates and requirements await confirmation from the bill text.

LAST ACTION: Jan 27, 2026 **Comprehensive**

HF2153 Introduced Med Risk →

A bill for an act requiring community colleges, school districts, and institutions under the control of the state board ...

The bill mandates educational institutions in Iowa to adopt AI usage policies for students and employees by July 1, 2028.

LAST ACTION: Jan 26, 2026 **Comprehensive**

SSB3039 Introduced Low Risk →

A bill for an act relating to the use of synthetic media in campaign materials, and making penalties applicable.

SSB3039 is a bill introduced in Iowa concerning synthetic media in campaign materials. This analysis is based solely on the bill's title and official description.

LAST ACTION: Jan 21, 2026 **Narrow/Targeted**

HF2082 Introduced Med Risk →

A bill for an act relating to restrictions on the use of artificial intelligence, and creating a civil cause of action.

HF2082 introduces restrictions on AI use in Iowa and establishes a civil cause of action.

LAST ACTION: Jan 15, 2026 **Comprehensive**

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HSB294 addresses AI use in election materials and interactions, with penalties mentioned but specifics unavailable.

LAST ACTION: Mar 6, 2025 **Comprehensive**

HF406 Introduced High Risk →

A bill for an act relating to restrictions on the use of artificial intelligence, and creating a civil cause of action.

HF406 creates a civil cause of action related to the use of artificial intelligence.

LAST ACTION: Mar 5, 2025 **Comprehensive**

HF252 Introduced Med Risk →

A bill for an act incorporating preparation in computer science, artificial intelligence, and computational thinking int...

This bill requires educator preparation programs in Iowa to include training in computer science, AI, and computational thinking starting July 1, 2026.

LAST ACTION: Feb 20, 2025 **Amendment**

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IA — STATE POLICY Updated 2026-07-17

Iowa

Sales/use tax exemptions and refunds | Property tax incentives | 2026 changes to incentive law | Statewide restrictions | Local restrictions / moratoriums

1. Incentive programs

Sales/use tax exemptions and refunds (statewide)

Large data center exemption: Iowa continues to exempt qualifying data center purchases of computers, equipment, cooling systems, power infrastructure, backup-power fuel, and electricity from sales and use tax if the data center business makes at least **$200 million** of Iowa investment within the first six years of operation, operates at least **5,000 square feet**, and meets Iowa sustainable design and construction standards Iowa Department of Revenue, 2025-11-03.

Duration: The exemption remains permanent for computers and other covered non-fuel/non-electricity property; for electricity and backup-power fuel, Iowa Department of Revenue guidance states that data centers operating before **June 6, 2025** keep a permanent

exemption, while projects operating on or after that date receive **10 years** if located at least partly in a city over 30,000 population and **15 years** if not Iowa Department of Revenue, 2025-11-03.

Reporting: A qualifying data center must register with the Department of Revenue and file an annual report by **January 31** each year; the first report for the 2025 report year was due **February 2, 2026** Iowa Department of Revenue, 2025-11-03.

Partial refund tiers: Iowa still provides partial sales/use tax refunds for smaller data center investments: a 50% refund for projects of at least **$1 million** but below the larger tier, and a 50% refund for projects of at least **$10 million** (or $5 million for rehabilitated buildings) but below **$200 million**, subject to investment timing, lease-duration, and filing requirements Iowa Department of Revenue, 2025-11-03.

Property tax incentives (statewide)

Property tax exemption: Iowa Code 427.1(37) exempts qualifying "data center business property" tied to the Iowa Code 423.3(95) data center definition; the exemption applies to specified equipment and related infrastructure, not land or buildings Iowa Department of Revenue, 2025-10-23.

Claim process: The property tax exemption must be filed with the local assessor by **February 1** for the first year the exemption is claimed, using the Department of Revenue's data center business property exemption form Iowa Department of Revenue, 2025-10-23.

2026 changes to incentive law

No new data-center-specific state incentive was enacted between February 1 and July 17, 2026. The largest new economic-development program, HF 2799's EDGE Program, expressly excludes a "data center business" from eligibility, even though it covers some technology and innovation businesses Iowa Legislature, HF 2799 enrolled bill, 2026-06-02.

Technical correction: HF 2357, signed April 16, 2026, corrected the cross-reference in Iowa Code 423.4(8)(a) defining a data center business from Iowa Code 423.3(95)(e) to Iowa Code 423.3(95)(f); it did not create a new data center incentive Iowa Legislature, HF 2357 enrolled bill, 2026-04-16.

Urban-renewal/TIF limits: SF 2472, signed May 18, 2026, changed Iowa urban-renewal and tax-increment-financing rules by limiting new divisions of revenue to **23 years** and, for certain old unlimited TIF districts, limiting municipal capture to **60%** after the specified 20-

year periods; a data-center-specific TIF provision appeared in a reprint but was removed from the enrolled act Iowa Legislature, SF 2472 enrolled bill, 2026-05-18 Iowa Legislature, SF 2472 reprint, 2026-04-21.

Nuclear incentive adjacent to data centers: HF 2757, signed June 1 and effective July 1, 2026, created a sales/use tax exemption and refund for nuclear electric generation facilities, with a workforce-fund contribution requirement; the final fiscal note ties the assumptions to the Duane Arnold Energy Center restart, a project being pursued in connection with Google load, but the law is a nuclear-generation incentive rather than a data center incentive Iowa Legislature, HF 2757 enrolled bill, 2026-06-01 Iowa Department of Revenue, 2026-07-02 Iowa Legislative Services Agency fiscal note, 2026-05-20.

2. Restrictions and moratoriums

Statewide restrictions

Water withdrawals: Iowa water-allocation permits remain the statewide permitting backstop for large withdrawals; Iowa DNR guidance says permits are generally required for withdrawals above **25,000 gallons per day**, subject to exemptions Iowa Department of Natural Resources, 2026-06-10.

Air emissions: Data center emergency generators or other emissions sources can trigger Iowa DNR air-construction permitting before installation or modification Iowa Department of Natural Resources, 2026-06-10.

No statewide moratorium or operating restriction enacted in 2026: HF 2001 would have required water-efficient cooling for new or not-yet-under-construction data centers after January 1, 2027, but it remained in House Commerce; HF 2690 would have required quarterly water and energy reporting plus data-center electric tariffs, but its last action was the filing of House amendments on March 12 and it died on the House calendar Iowa Legislature BillBook, HF 2001, 2026-07-17 Iowa Legislature bill history, HF 2690, 2026-07-16.

Local restrictions / moratoriums

Linn County ordinance: On February 18, 2026, Linn County adopted a data-center ordinance for unincorporated areas that requires water-use analysis, a water-use agreement before any land-use approval, an economic-development agreement including a community

betterment fund, and site-plan review for utilities, traffic, emergency access, noise, visual buffering, and security Linn County, 2026-07-01.

Linn County moratorium supersedes new EU-3 applications: On July 1, the county added an 18-month moratorium on accepting new applications to rezone unincorporated property into the EU-3 Large-Scale Data Center District. It runs through 11:59 p.m. on January 1, 2028 unless ended early, extended, or replaced after the county studies cumulative water, electric, emergency-response, transportation, and regional-infrastructure effects; it does not apply inside cities such as Palo Linn County, 2026-07-01.

Google/Palo jurisdiction shift: After Linn County adopted its ordinance, Google changed plans and pursued annexation of its proposed **545-acre**, **$1 billion-plus** Palo-area campus into the City of Palo; the county also stopped work on its water balance study because the study was tied to land-use jurisdiction over the unincorporated site Iowa Public Radio, 2026-03-04.

Palo draft ordinance: Palo gave first-reading approval to a data-center zoning ordinance on June 1, then delayed action. The council resumed the process and approved the second reading **4-1** on July 13; a third reading was still required as of July 17 Iowa Public Radio, 2026-06-02 Radio Iowa, 2026-07-14.

Dubuque County moratorium: Supervisors voted **2-1** on May 26 for a 12-month pause and on July 6 adopted Resolution 26-151, rescinding the earlier resolution and formally setting the moratorium from May 26, 2026 through May 26, 2027. It covers all data-center sizes and supporting infrastructure in unincorporated Dubuque County while the county conducts a defined planning, infrastructure, utility, environmental, fiscal, and public-engagement process Dubuque County, 2026-07-06 Dubuque County, 2026-07-06.

Other county moratoriums adopted in March-May: Adair County unanimously adopted Resolution 2026-26 on March 18, pausing data centers, high-density computing, and battery storage in unincorporated areas until it adopts permanent rules or rescinds the pause; Franklin County adopted an 18-month moratorium on March 31; Audubon County adopted Resolution 2026-27 on May 5 through May 1, 2027; Dickinson County voted **4-1** on May 12 for six months; and Des Moines County adopted a one-year moratorium on May 19 Adair County Board of Supervisors minutes, 2026-03-18 Franklin County Ordinance 2026A, 2026-03-31 Audubon County Board of Supervisors minutes, 2026-05-05 Northwest Iowa Now, 2026-05-15 KBUR, 2026-05-20.

Other county moratoriums adopted in June-July: Lee County adopted Resolution 2026-76 on June 16; Plymouth County adopted a one-year pause through June 16, 2027; Sioux

County adopted a one-year pause for unincorporated areas; Woodbury County unanimously adopted Resolution 14064 on June 23 for 12 months; and Ida County unanimously adopted an indefinite pause at the end of June Lee County, 2026-06-18 Plymouth County Board of Supervisors, 2026-06-16 KTIV, 2026-06-23 Woodbury County, 2026-06-23 Radio Iowa, 2026-07-13.

City votes and ordinance processes: Clinton rejected a moratorium **5-2** on June 9 but presented its first data-center ordinance draft on July 15; after roughly two hours of public comment, the Planning Commission left the hearing open until August, and QTS still had not filed a formal project proposal. Council Bluffs unanimously rejected a proposed 12-month moratorium on June 15 despite wastewater-capacity concerns. Marshalltown's council voted **5-2** on July 13 to proceed with a four-month pause, but the formal moratorium resolution was scheduled for July 27 and was not yet operative at the cutoff City of Clinton, 2026-06-12 Iowa Public Radio, 2026-07-16 Radio Iowa, 2026-06-18 Times-Republican, 2026-07-14.

Jefferson County/Fairfield and Iowa County study processes: Fairfield and Jefferson County launched a community survey after a May 19 joint meeting and were still drafting an ordinance and discussing a moratorium in July. Iowa County supervisors voted June 26 to move forward with the steps needed for a moratorium, but the minutes do not show that a moratorium had yet been enacted Fairfield Area Chamber of Commerce, 2026-05-28 Ottumwa Radio, 2026-07-07 Iowa County Board of Supervisors minutes, 2026-06-26.

Ames review and temporary project delay: LightEdge proposed a roughly **100,000-square-foot** colocation facility on **10.86 acres** of city-owned airport property, beginning at about **3 MW** and potentially reaching **25 MW** over ten years. After a public listening session, the City Council voted July 14 to delay a project decision while staff develops regulatory recommendations and a public-review roadmap due July 28 City of Ames staff report, 2026-06-23 KCCI, 2026-07-15.

Fairfax/Morgan Creek review pressure: KCRG reported in June 2026 that multiple developers had approached Fairfax and Linn County leaders about potential data-center sites near Morgan Creek, adding to neighborhood concern over traffic, road impacts, noise, water, and local cost exposure KCRG, 2026-06-05.

Cedar Rapids/Linn County water monitoring: With two data centers under construction in Cedar Rapids, another planned for Palo, and Fairfax reporting developer interest, KCRG reported that Cedar Rapids was drilling a new aquifer-storage well and Linn County was starting a water-monitoring program with **10** monitors in deep bedrock wells and **16**

planned monitors in shallow sandy locations along the Cedar and Wapsipinicon Rivers KCRG, 2026-06-09.

Central Iowa water context: West Des Moines Water Works reported that Microsoft data centers accounted for **2.4%** of its 2025 distribution and that the May 27, 2026 Central Iowa Water Works Stage 2 conservation alert resulted from prolonged high nitrate concentrations reducing treatment capacity—not data-center demand. This does not resolve project-specific peak-demand questions, but corrects claims tying the 2026 alert itself to data centers West Des Moines Water Works, 2026-06-01.

3. Local governance

Siting remains local in practice: Iowa's county and city zoning statutes continue to provide the baseline siting authority for unincorporated and municipal land-use decisions. The wave of county moratoriums, municipal votes in Palo, Ames, Clinton, Council Bluffs, and Marshalltown, and the Google/Palo annexation strategy show that the principal new siting controls remained local rather than statewide Iowa Legislature, Iowa Code 335.3, 2026 Iowa Legislature, Iowa Code 414.1, 2026 Linn County, 2026-07-01.

TIF governance changed statewide: SF 2472's final urban-renewal provisions are not data-center-specific, but the 23-year limit for new TIF divisions and limits on older unlimited TIF capture may affect future local incentive packages for large commercial or industrial projects, including data centers Iowa Legislature, SF 2472 enrolled bill, 2026-05-18 Iowa Legislative Services Agency fiscal note, 2026-04-23.

Community opposition pattern: The dominant 2026 local issues were water availability and monitoring, traffic/road impacts, noise, grid effects, and whether community-benefit payments would follow projects when jurisdiction changes by annexation Iowa Public Radio, 2026-04-23 KCRG, 2026-06-05 KCRG, 2026-06-09.

4. Legislative activity (2024-2026)

HF 976 (2025 session): The governor signed HF 976 on June 6, 2025, adding the 10/15-year limits for future electricity and backup-fuel exemptions and adding annual reporting requirements now reflected in Department of Revenue guidance Iowa Department of Revenue, 2025-11-03 Iowa Legislature, HF 976 enrolled bill, 2025-06-06.

HF 2357 (2026 enacted): Signed April 16, 2026; technical correction to the Iowa Code 423.4(8) data center definition cross-reference Iowa Legislature, HF 2357 enrolled bill, 2026-04-16.

HF 2799 (2026 enacted): Signed June 2, 2026; creates the EDGE Program but excludes data center businesses, repeals the new jobs tax credit prospectively, and creates a biennial Iowa State University electricity-load-forecast and transmission-expansion analysis process Iowa Legislature, HF 2799 enrolled bill, 2026-06-02.

SF 2472 (2026 enacted): Signed May 18, 2026; final law made broad property-tax and urban-renewal changes, while a reprinted data-center/web-search-portal TIF provision was removed before enrollment Iowa Legislature, SF 2472 enrolled bill, 2026-05-18 Iowa Legislature, SF 2472 reprint, 2026-04-21.

HF 2745 (2026 failed): Introduced March 23 and left on the House Ways and Means calendar. Division XII would have excluded school-foundation property taxes on newly qualifying data centers from TIF capture beginning with taxes due in fiscal years starting July 1, 2027; substantially similar language appeared in the SF 2472 reprint but not the enrolled act Iowa Legislature, HF 2745 bill text, 2026-03-23 Iowa Legislature bill history, HF 2745, 2026-07-17.

HF 2757 (2026 enacted): Signed June 1, 2026; creates a nuclear-facility sales/use tax exemption and nuclear workforce fund contribution requirement, relevant to the Duane Arnold restart that is expected to serve Google load but not itself a data-center tax incentive Iowa Legislature, HF 2757 enrolled bill, 2026-06-01 Iowa Legislative Services Agency fiscal note, 2026-05-20.

HF 2688 (2026 failed): Introduced February 23 and left in House Ways and Means; it would have required data center businesses claiming Iowa Code 423.3(95) exemptions or 423.4(7)/(8) refunds to invest at least **5%** of the prior year's aggregate exemption/refund value into qualifying businesses or innovation funds, with registration cancellation and repayment for noncompliance Iowa Legislature, HF 2688 bill text, 2026-02-23 Iowa Legislature BillBook, HF 2688, 2026-06-10.

HF 2690 (2026 failed): Introduced February 23 and left on the House calendar after amendments were filed March 11-12; it would have required quarterly water and energy reports and a separate Iowa Utilities Commission data-center service classification and tariff schedule designed to assign data-center costs and protect other customers from unwarranted shifts. Filed but unadopted amendments H-8203 and H-8214 also would have prevented a city with a population of 1,400-1,409—language aimed at Palo—from annexing unincorporated

property solely for a data center Iowa Legislature, HF 2690 bill text, 2026-02-23 Iowa Legislature bill history, HF 2690, 2026-07-16 Iowa Legislature, amendment H-8203, 2026-03-11.

HF 2198 (2026 failed): Introduced January 29 and left in House Ways and Means; it would have made business names and estimated tax savings/refunds for web search portal and data center incentives public records beginning in 2027 and required a searchable Iowa Economic Development Authority database Iowa Legislature, HF 2198 bill text, 2026-01-29 Iowa Legislature BillBook, HF 2198, 2026-06-10.

HF 2001 (2026 failed): Introduced January 13 and left in House Commerce; it would have imposed water-efficient cooling requirements on new data centers and projects permitted but not under construction after January 1, 2027 Iowa Legislature, HF 2001 bill text, 2026-01-13 Iowa Legislature BillBook, HF 2001, 2026-06-10.

SSB 3181 / SF 2498 / HF 2757 (2026 narrowed): SSB 3181 started as a bill requiring data-center and web-search-portal businesses to contribute a share of tax-incentive value to nuclear engineering programs, but the data-center language did not survive; SF 2498 and the enacted HF 2757 focused on nuclear electric generation facilities Iowa Legislature BillBook, SSB 3181, 2026-06-10 Iowa Legislature, HF 2757 enrolled bill, 2026-06-01.

5. Notable projects and operators

QTS (Cedar Rapids): QTS's campus is under construction on **612 acres** with up to seven buildings. The development agreement requires at least **$750 million** and 30 jobs for the first two phases; Cedar Rapids now estimates **$4.5 billion** total investment, while QTS has separately described a **$10 billion** planned campus, so the public figures differ by source and scope. TAI's March study, using Cleanview pipeline data, lists **616 MW** of planned capacity; that is a third-party estimate rather than a disclosed ICR contract demand. In May, QTS disclosed plans for a temporary modular-generator plant to commission the campus for less than six months, subject to local and aviation permitting City of Cedar Rapids Economic Development, 2026-07-06 Economic Impact Study of Data Centers in Iowa, 2026-03-12 QTS, 2025-08-08 Corridor Business Journal, 2026-05-29.

QTS (Clinton exploratory project): QTS is exploring a **$10 billion** hyperscale campus, but as of July 16 it had not filed a formal proposal and no project-specific MW figure was public. Clinton's Planning Commission was still drafting the city's first data-center ordinance Iowa Public Radio, 2026-07-16.

Google (Cedar Rapids and Palo area): Cedar Rapids now lists Google's local project at a **$576 million** minimum and an estimated **$3.5 billion-plus** total investment; MISO's public large-load list identifies the Cedar Rapids Google project at **600 MW**. Construction advanced enough for the city to consider temporary occupancy conditions addressing steam-plume and airport-visibility effects in June. Google is also pursuing the **545-acre**, **$1 billion-plus** Palo-area project tied to annexation and the Duane Arnold restart City of Cedar Rapids Economic Development, 2026-07-06 MISO, 2024-12-06 KCRG, 2026-06-22 Iowa Public Radio, 2026-03-04.

CLOP Cedar Rapids: CLOP Cedar Rapids, IA, LLC began site work for an approximately **98,700-square-foot** data center at 1515 33rd Avenue SW and received a building permit June 22. The industrial-zoned, privately funded project uses closed-loop cooling and received no city incentive, development agreement, rezoning, public hearing, or City Council vote; no public investment or MW figure was located City of Cedar Rapids Economic Development, 2026-07-06.

LightEdge (Ames): LightEdge's early-stage airport proposal would start at approximately **3 MW**, grow to about **6 MW**, and potentially reach **25 MW** over roughly ten years; the City Council delayed a decision July 14 pending a regulatory roadmap City of Ames staff report, 2026-06-23 KCCI, 2026-07-15.

Northwest Iowa prospects: Salix annexed roughly **900 acres** in April for a possible data center site being assembled through a MidAmerican affiliate, but MidAmerican had not identified an end user and said the eventual customer would pay the full cost of generation, transmission, and substation infrastructure. Near Hull, PathOne and Sunstone proposed repurposing the former Bison Renewable Energy site for a **30,000-50,000-square-foot** data center; electricity, water, cooling, and final approvals remained unresolved after Sioux County's moratorium Iowa Public Radio, 2026-06-17 KTIV, 2026-06-30.

Wahawk Power (Waterloo): A previously approved agreement conveyed roughly **12 acres** of city land for **$1** for an **80,000-square-foot** data center with a **$6 million** minimum assessed value, a 50% property-tax rebate for ten years, and an option for another 10-12 acres. The project drew organized public opposition over water, electricity, noise, transparency, and limited job commitments at the June 1 council meeting; planning approvals were still pending Hottle Real Estate summary of Waterloo development agreement, 2026-02-24 Govly transcript of City of Waterloo meeting, 2026-06-01.

Tract / Project West (Norwalk): On March 5, Norwalk approved a development agreement enabling infrastructure and site preparation for a proposed **282-acre**, reported **$12 billion**

data-center campus. The action did not approve a final data-center site plan or identify an end user; as of June 29, Tract-owned land was still being prepared and the city said the ultimate operator remained unknown KCCI, 2026-03-06 KNIA/KRLS, 2026-06-29.

Microsoft (Van Meter): Van Meter unanimously approved Resolution 2026-25 on March 23 authorizing a development agreement for one or more Microsoft data centers. Microsoft must pay the city's project-specific infrastructure costs; the agreement did not state a final capital-investment amount, job count, or construction schedule. MISO's earlier informational large-load list associated the project with **415 MW**, but cautioned that the list was not for planning reliance City of Van Meter, 2026-04-13 MISO, 2024-12-06.

Central Iowa Microsoft/Edged pipeline inventory: TAI's March study, drawing on Cleanview, lists Microsoft Ginger East at **444 MW** with 2027 operations planned, Ginger West at **207 MW** with 2026 operations planned, Ruthenium at **113 MW** with 2026 operations planned, and Edged Des Moines at **13 MW** with 2027 operations planned. These are third-party pipeline estimates rather than final utility-service commitments Economic Impact Study of Data Centers in Iowa, 2026-03-12.

Additional Alliant-contracted Iowa loads: Alliant announced on April 30, 2026, that it had signed an approximately **370 MW** electric service agreement for an Iowa data center, raising total contracted data-center demand to approximately **3.4 GW**; Alliant's May 2026 investor slides separately identify a **QTS 2** data center in Iowa and a **370 MW** data center in Iowa and say Iowa individual-customer-rate filings for QTS 2 and the 370 MW contract were expected Alliant Energy, 2026-04-30 Alliant Energy AGA slides, 2026-05-17.

Duane Arnold / Google power supply: NextEra's Duane Arnold restart plan targets a **615 MW** nuclear unit returning to service before the end of 2029, with local reporting that Google is expected to take roughly **565 MW** under a 25-year agreement NextEra Energy, 2025-10-27 Iowa Public Radio, 2026-04-29.

Microsoft (West Des Moines): Microsoft remains a major West Des Moines operator; a Chamber page lists three facilities with **$21 million** in FY 2024-25 annual property taxes and major project-linked infrastructure. In April, Microsoft said its Maia 200 AI accelerator was live in Iowa and Arizona data centers, confirming continued deployment into its existing Iowa footprint West Des Moines Chamber of Commerce, 2026-06-10 Microsoft, 2026-04-23.

Apple (Waukee): Apple's previously announced Waukee project remains part of Iowa's historical data-center landscape, with a **$1.3 billion** planned investment and a **$100 million** public improvement fund announced in 2017 Apple, 2017-08-24.

Meta (Altoona): Meta's Altoona data center remains one of Iowa's established hyperscale campuses Meta Altoona data center info sheet, 2026-06-10.
Google (Council Bluffs): Google's Council Bluffs campus remains the state's longest-running Google data-center presence Google Data Centers, 2026-06-10.

February 1-July 17, 2026 bottom line

The legislature enacted no new data-center-specific incentive, moratorium, disclosure mandate, water standard, or dedicated tariff class. HF 2357 made a technical correction; HF 2799 excluded data centers from EDGE and created a future statewide load forecast; SF 2472 changed TIF rules generally; HF 2757 created a nuclear-generation tax exemption; and HF 2001, HF 2198, HF 2688, HF 2690, and HF 2745 failed Iowa Legislature, HF 2357 enrolled bill, 2026-04-16 Iowa Legislature, HF 2799 enrolled bill, 2026-06-02 Iowa Legislature, SF 2472 enrolled bill, 2026-05-18 Iowa Legislature, HF 2757 enrolled bill, 2026-06-01 Iowa Legislature bill history, HF 2690, 2026-07-16 Iowa Legislature bill history, HF 2745, 2026-07-17.
Policy activity shifted decisively to local government: a broad wave of counties adopted new data-center moratoriums during the update window, while multiple cities drafted rules, delayed projects, or rejected proposed pauses Linn County, 2026-07-01 Radio Iowa, 2026-07-13. Project activity nevertheless continued in Cedar Rapids, Palo, Clinton, Ames, Waterloo, Salix, and Hull, with many sites still lacking public MW, water-use, customer, or final investment data City of Cedar Rapids Economic Development, 2026-07-06 Iowa Public Radio, 2026-07-16 Iowa Public Radio, 2026-06-17.

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Data Center Sales and Use Tax Incentives

Monday, November 3, 2025

Topics:

Sales, Use & Excise Tax

To qualify for one of Iowa's Sales and Use tax incentives for data centers, an eligible data center must make a minimum investment in Iowa and satisfy other requirements as described below. Once eligible, a data center may make qualifying purchases exempt from Sales and Use tax or claim a partial refund of Sales and Use tax paid on qualifying purchases.

Give Feedback

Definitions

Relevant Statute and Rules

Iowa Code section 423.3(95); Iowa Administrative Code 701—215.12, 215.13

"Data center" means a building rehabilitated or constructed to house a group of networked server computers in one physical location in order to centralize the storage, management, and dissemination of data and information pertaining to a particular business, taxonomy, or body of knowledge. A data center business's facility typically includes the mechanical and electrical systems, redundant or backup power supplies, redundant data communications connections, environmental controls, and fire suppression systems. A data center business's facility also includes a restricted access area employing advanced physical security measures

such as video surveillance systems and card-based security or biometric security access systems. “Data center” includes the lease of a business facility leased by an entity operating a data center business at that location.

“Data center business” means an entity whose business among other businesses, is to

operate or lease a data center.

“Site preparation activities” means actions that are taken prior to beginning construction or rehabilitation of the building that will house the data center and in preparation for the construction or rehabilitation. “Site preparation activities” include but are hot limited to grading and clearing of land, storing of construction equipment including temporary buildings and trailers for equipment storage and for construction offices, exploratory excavating and borings to assess the sustainability of a site, and clearing the site of existing vegetation, old buildings, or old equipment. “Site preparation activities” does not include the purchase or installation of the tangible personal property described in Iowa Code section 423.3(95)(a)(1).

Give Feedback

Exemption with a minimum investment of $200 million

Relevant Statute and Rules

Iowa Code section 423.3(95); Iowa Administrative Code 701—215.12, 215.13.

Summary

An eligible data center business may purchase and use qualifying items exempt from Iowa Sales and Use tax. An eligible data center business may instead claim a refund of all Iowa Sales and Use tax paid on qualifying

items. An eligible data center business must make a minimum investment in an Iowa physical location of $200 million within the first six years of operation in Iowa and meet other requirements described below.

Qualifying Items

The exemption applies to the sales price of the following items when purchased or used by a data center business:

- Computers and equipment that are necessary for the maintenance and operation of a data center business
- Other property, whether directly or indirectly connected to the computers, including the following (list is nonexclusive):
  - cooling systems, cooling towers, and other temperature control infrastructure
  - power infrastructure for transformation, distribution, or management of electricity used for the maintenance and operation of the data center business, including but not limited to
    - exterior dedicated business-owned substations
    - backup power generation systems
    - battery systems
    - related infrastructure
  - racking systems, cabling, and trays, which are necessary for the maintenance and operation of the data center business
- Backup power generation fuel that is purchased by a data center business for use in the items listed above
- Electricity purchased for use by a data center business

Give Feedback

Duration of Exemption

- For computers and other property listed above, excluding backup power generation fuel and electricity, the exemption is permanent.
- For backup power generation fuel and electricity listed above, the duration of the exemption varies as follows:
- For items purchased in connection with real property the data center business began operating prior to June 6, 2025, the exemption is permanent.
- For items purchased in connection with real property the data center business began operating on or after June 6, 2025:
  - If such property is located entirely or in part within a city having a population of more than 30,000, the exemption is available for the first ten years of operation in connection with the new construction or addition to the existing property.
  - If such property is not located in part within a city having a population of more than 30,000, the exemption is available for the first 15 years of operation in connection with the new construction or addition to the existing property.

The same limitation applies to the exemption for purchases by a web search portal business under Iowa Code 423.3(92) or (93).

Required Minimum Investment

The data center business must make a minimum investment in an Iowa physical location of $200 million within the first six years of operation in Iowa beginning with the date the data center business initiates site preparation activities, or the beginning date of the initial lease term of a

Give Feedback

data center, as applicable. The minimum investment includes the initial investment, including land and subsequent acquisition of additional adjacent land and subsequent investment at the Iowa location.

Required Minimum Physical Size

The data center business must have a physical location in the state that is, in the aggregate, at least 5,000 square feet in size that is used for the operations and maintenance of the data center business.

Required Design and Construction Standards

The data center business must comply with the sustainable design and construction standards established by the state building code commissioner pursuant to Iowa Code section 103A.8B.

Registration

To claim this exemption, the data center business must register with the Department using **Web Search Portal/Data Center Registration (78-013) (300.83 KB)** Archived .pdf **(https://revenue.iowa.gov/media/4310/download?inline)**. This same registration requirement applies to a web search portal business seeking an exemption under Iowa Code section 423.3(92) or (93).

Reporting

To maintain its registration and eligibility for exemption, the data center business must file an annual report with the Department by January 31 each year. The first report is due by February 2, 2026, using **Web Search Portal/Data Center Annual Report (78-014) (242.02 KB)** Archived .pdf **(https://revenue.iowa.gov/media/4405/download?inline)**. The report must describe the backup power generation fuel and electricity purchased by the data center business in the previous calendar year. The Department will treat these reports as confidential to the same extent as other return information; anonymized aggregate information from the reports may be subject to

Give Feedback

disclosure, but the Department will not disclose individual report information to the public. This same reporting requirement applies to a web search portal business seeking an exemption under Iowa Code section 423.3(92) or (93).

Claiming the Exemption or Refund

To make an exempt purchase of electricity or backup power generation fuel, use **Iowa Sales Tax Exemption Certificate, Energy Used in Processing or Agriculture (31-113) (135.8 KB)** Archived .pdf (https://revenue.iowa.gov/media/2351/download?inline). To make an exempt purchase of computers and equipment or any other item, use **Iowa Sales/Use/Excise Tax Exemption Certificate (31-014) (223.11 KB)** Archived .pdf (https://revenue.iowa.gov/media/2265/download?inline). If the data center business makes an exempt purchase using an exemption certificate but is not eligible for the exemption for any reason, the data center business generally is liable solely for the taxes and must remit the taxes directly to the Department. Additional instructions are provided on the forms. Special exemption certificates for data centers are not currently available and are not currently required.

If the data center business does not make the purchases exempt from sales tax, the business may instead claim a refund of Iowa sales and use tax paid on purchases of qualifying exempt items. To claim a refund, submit an IA 843 Refund Claim through **GovConnectIowa** (http://govconnect.iowa.gov) or file an **IA 843 Refund Return (22-009) (247.43 KB)** Archived .pdf (https://revenue.iowa.gov/media/2261/download?inline). The refund request must be completed in its entirety. The refund claim must be filed **within three years after the tax payment became due, or one year after the tax payment was made**, whichever is later.

Give Feedback

Partial refund with a minimum investment of $1 million

Relevant Statute and Rule

Iowa Code section 423.4(7); Iowa Administrative Code 701—215.13.

Summary

An eligible data center business may claim a partial refund of 50% of the Iowa Sales and Use tax paid on qualifying items, up to 5% of the sales price, for the first five years of operation. This refund does not apply to any local option sales tax paid. An eligible data center business must make a minimum investment in an Iowa physical location of $1 million—but less than $10 million for a newly constructed building or $5 million for a rehabilitated building—within the first three years of operation in Iowa and meet other requirements described below.

Give Feedback

Qualifying Items

The partial refund applies to the sales price of fuel used in creating heat, power, and steam for processing or generating electrical current, or from the sale of electricity consumed by computers, machinery, or other equipment for operation of the data center business facility.

Duration of Refund

The partial refund is available for the first five years of the data center's operation.

Required Minimum Investment

The data center business must make an investment in an Iowa physical location within the first three years of operation in Iowa beginning with the date on which the data center business initiates site preparation activities, or within three years of the beginning date of the initial lease term of the

data center, as applicable. The amount of the investment in an Iowa physical location, including the value of a lease agreement, or an investment in land or buildings, and the capital expenditures for computers, machinery, and other equipment used in the operation of the data center business must equal at least $1million, but cannot exceed $10 million for a newly constructed building or $5 million for a rehabilitated building.

Required Minimum Duration for Leasing Arrangements

If the data center business is leasing a building to house operations, the data center business must enter into a lease that is at least five years in duration.

Required Design & Construction Standards

The data center business must comply with the sustainable design and construction standards established by the state building code commissioner pursuant to Iowa Code section 103A.8B.

Give Feedback

Registration Optional & Reporting Not Required

A business wishing to claim a partial refund under Iowa Code section 423.4(7) **may—but is currently not required to—**register with the Department as a data center. If a business wishes to register as a data center under section 423.4(7), use **Web Search Portal/Data Center Registration (78-013) (300.83 KB)** Archived .pdf **(https://revenue.iowa.gov/media/4310/download?inline).** Annual reporting is not required to claim a partial refund under section 423.4(7), but the data center must follow all requirements below to claim a partial refund.

Claiming the Refund

The owner of a data center business seeking a refund under Iowa Code section 423.4(7) must submit an IA 843 Refund Claim through **GovConnectIowa(https://govconnect.iowa.gov/tap/_/)** or file an **IA 843 Refund Return (22-009) (247.43 KB)** Archived .pdf **(https://revenue.iowa.gov/media/2261/download?inline)**. The refund request must be completed in its entirety.

The refund request must be filed with the Department no later than **one year** after the purchase of qualifying items and **within three months after the end of the refund year**. The refund request must include detailed schedules of the items being claimed including dates of purchase amount of purchase, and tax paid.

In addition to completing and filing a refund request, the owner of a data center business seeking a refund must complete and file with the Department an affidavit certifying that qualifications for the refund have been met. An affidavit template is available in **administrative rule (https://www.legis.iowa.gov/law/administrativeRules/agencies)** 701-215.13(7)"d".

Give Feedback

Partial refund with a minimum investment of $10 million ($5 million for a rehabilitated building)

Relevant Statute and Rule

Iowa Code section 423.4(8); Iowa Administrative Code 701—215.13.

Summary

An eligible data center business may claim a partial refund of 50% of the Iowa Sales and Use tax paid on qualifying items, up to 5% of the sales price. This refund does not apply to any local option sales tax paid. This refund is available for the first seven or ten years of operation, depending on the size

of the investment. An eligible data center business must make a minimum investment in an Iowa physical location of $10 million for a newly constructed building or $5 million for a rehabilitated building—but less than $200 million—within the first six years of operation in Iowa and meet other requirements described below.

Qualifying Items

The partial refund applies to the sales price of the following items when purchased or used by a data center business:

- Computers and equipment that are necessary for the maintenance and operation of a data center business
- Other property, whether directly or indirectly connected to the computers, including the following (list is nonexclusive):
  - cooling systems
  - cooling towers, and other temperature control infrastructure;
  - power infrastructure for transformation, distribution, or management of electricity used for the maintenance and operation of the data center business, including but not limited to exterior dedicated business-owned substations,
  - backup power generation systems,
  - battery systems and related infrastructure; and
  - racking systems, cabling, and trays, which are necessary for the maintenance and operation of the data center business.
- Backup power generation fuel that is purchased by a data center business for use in the items listed above

Give Feedback

- Electricity purchased for use by a data center business

Duration of Refund

The duration of the partial refund varies based on the size of the investment:

- For an investment of at least $10 million, in the case of new construction, or at least $5 million, in the case of a rehabilitated building, but less than $136 million, ten years.
- For an investment of at least $136 million, but less than $200 million dollars, seven years.

Required Minimum Investment

The data center business must make a minimum investment of at least $10 million, in the case of new construction, or at least five million dollars in the case of a rehabilitated building, in an Iowa physical location within the first six years of operation in Iowa, beginning with the date on which the data center business initiates site preparation activities or the beginning date of the initial lease term, as applicable. The minimum investment includes the initial investment, including the value of a lease agreement or the amount invested in land and subsequent acquisition of additional adjacent land and subsequent investment at the Iowa location.

Required Minimum Duration for Leasing Arrangements

If the data center business is leasing a building to house operations, the data center business must enter into a lease that is at least five years in duration.

Required Minimum Physical Size

Give Feedback

The data center business must have a physical location in the state that is at least 5,000 square feet in size.

Required Design & Construction Standards

The data center business must comply with the sustainable design and construction standards established by the state building code commissioner pursuant to Iowa Code section 103A.8B.

Registration Optional & Reporting Not Required

A business wishing to claim a partial refund under Iowa Code section 423.4(8) **may—but is currently not required to—**register with the Department as a data center. If a business wishes to register as a data center under section 423.4(8), use **Web Search Portal/Data Center Registration (78-013) (300.83 KB)** Archived .pdf **(https://revenue.iowa.gov/media/4310/download?inline).** Annual reporting is not required to claim a partial refund under section 423.4(8), but the data center must follow all requirements below to claim a partial refund.

Give Feedback

Claiming the Refund

The owner of a data center business seeking a refund under Iowa Code section 423.4(8) must submit an IA 843 Refund Claim through **GovConnectIowa(https://govconnect.iowa.gov/tap/_/)** or file an **IA 843 Refund Return (22-009) (247.43 KB)** Archived .pdf **(https://revenue.iowa.gov/media/2261/download?inline).** The refund request must be completed in its entirety.

The refund request must be filed with the Department no later than **one year** after the purchase of qualifying items and **within three months after the end of the refund year**. The refund request must include detailed schedules of the items being claimed including dates of purchase amount of purchase, and tax paid.

In addition to completing and filing a refund request, the owner of a data center business seeking a refund as specified in this rule must also complete and file with the Department an affidavit certifying that qualifications for the refund have been met. An affidavit template is available in **administrative rule**

(https://www.legis.iowa.gov/law/administrativeRules/agencies) 701—215.13(7)"d".

Retailers Selling to a Data Center

When making an exempt sale of electricity or backup power generation fuel to a data center business, the retailer should accept from the purchaser and retain **Iowa Sales Tax Exemption Certificate, Energy Used in Processing or Agriculture (31-113) (135.8 KB)** **Archived** **.pdf** **(https://revenue.iowa.gov/media/2351/download?inline)**. When making an exempt sale of computers and equipment or any other item to a data center business, the retailer should accept from the purchaser and retain **Iowa Sales/Use/Excise Tax Exemption Certificate (31-014) (223.11 KB)** **Archived** **.pdf** **(https://revenue.iowa.gov/media/2265/download?inline)**. The retailer has no obligation to investigate the data center business to determine if and when the business's eligibility for an exemption expires. If the data center business makes an exempt purchase using an exemption certificate but is not eligible for the exemption for any reason, the data center business generally is liable solely for the taxes and must remit the taxes directly to the Department. Additional instructions are provided on the forms. Special exemption certificates for data centers are not currently available and are not currently required.

Give Feedback

Give Feedback

JACKSON COUNTY ORDINANCE # ____
HIGH-DENSITY COMPUTING FACILITIES (HDCF) ORDINANCE

Be it enacted by the Board of Supervisors of Jackson County, Iowa:
This ordinance is adopted pursuant to the powers granted to counties under Iowa Code Chapters 331 and 335, and in accordance with Iowa Code § 331.302, which authorizes counties to enact ordinances and to incorporate by reference applicable state and federal regulations or technical standards.
It is the intent of the Jackson County Board of Supervisors that this ordinance operate in harmony with all applicable state and federal laws, rules, regulations, codes, permits, and technical standards, including but not limited to the Iowa Administrative Code, the Iowa Code, and nationally recognized standards such as NFPA, ANSI, and IEC.
All referenced codes and standards shall be deemed to include their most current versions, as amended from time to time, as provided in Section 17(E) of this ordinance.
Compliance with these standards does not supersede, duplicate, or limit the authority of the State Fire Marshal, IDNR, or any other agency having jurisdiction under applicable law.

Section 1. Purpose and Intent

This ordinance is adopted under the authority of Iowa Code Chapters 331 and 335 for the purpose of protecting the public health, safety, and welfare of Jackson County residents. This ordinance is adopted in accordance with and in furtherance of the Jackson County Land Use Policy and the Jackson County Comprehensive Plan.
The purpose of this ordinance is to regulate the siting and land use impacts of High-Density Computing Facilities (HDCFs) in order to promote compatibility with surrounding land uses, protect public infrastructure, preserve agricultural land and natural resources, and reduce the risk of adverse impacts associated with the siting, construction, and operation of such facilities.
Because HDCFs may involve substantial electrical demand, continuous equipment operation, cooling systems, and large-scale site improvements, these regulations are intended to ensure that such uses are considered only in appropriate locations and under standards addressing location, setbacks, site design, infrastructure coordination, resource protection, and decommissioning.
These regulations are further intended to support orderly development patterns and discourage scattered or incompatible rural industrial development consistent with the Jackson County Land Use Policy and Comprehensive Plan.

Section 2. Definitions

Abatement. Any corrective action taken to reduce, mitigate, or eliminate an identified violation of this ordinance, including but not limited to operational adjustments, physical modifications, removal of violating materials or equipment, site restoration, or other corrective action authorized by law.
Abandoned Facility. A facility that ceases active operations for more than one (1) year without written notice to the County and without an approved plan to return the facility to active operation, unless cessation is due to force majeure, utility outage, court order, or an approved temporary suspension.

DRAFT 6/15/2026

Accessory Use. A use or structure incidental and subordinate to the principal facility on the same parcel and serving a function customarily associated with the principal use.

Board of Adjustment (BOA). The Jackson County Board of Adjustment as established under Chapter 4 of the Jackson County Zoning Ordinance.

Closed-Loop Cooling System. A cooling system that recirculates coolant within a sealed system and does not rely on continuous withdrawal or discharge of groundwater or surface water during normal operation.

Conditional Use Permit (CUP). The Board of Adjustment approval authorizing a High-Density Computing Facility as a conditional use under the Jackson County Zoning Ordinance. If the then-current zoning ordinance uses a different term (e.g., "Special Exception") for Board of Adjustment land-use approval, the term CUP in this ordinance shall be construed to mean the applicable Board of Adjustment approval.

Corn Suitability Rating (CSR2). A soil-productivity index for Iowa farmland used to compare the relative suitability of soils for row-crop production. CSR2 information, when required by this ordinance, shall be provided in a map and summary format acceptable to the Zoning Administrator.

Expansion or Modification. Any structural, mechanical, or electrical addition or alteration that increases total electrical service load, physical footprint, or operating noise beyond that authorized under the most recent zoning permit or Board of Adjustment approval.

Fully Enclosed Building. A permanent structure with a roof and four (4) fully enclosed walls. Doors and openings shall remain closed except for normal ingress/egress and maintenance. Roofed canopies, partially enclosed buildings, or screened enclosures do not qualify.

High-Density Computing Facility (HDCF). A facility or group of structures housing servers, computer clusters, processors, or similar computing equipment that is designed, proposed, or operated at a total electrical service load of six hundred (600) amps or greater and/or an energy-use intensity of two hundred fifty (250) kWh per square foot per year or greater, as identified in application materials, utility-service documentation, or other information acceptable to the Zoning Administrator.

Examples include cryptocurrency mining, artificial-intelligence training, data-processing, cloud-computing, or similar computational operations. Thresholds are based on regional utility data showing step-change impacts to local grid reliability above this service level.

The term includes facilities commonly referred to as data centers, cryptocurrency mining operations, or similar computing-intensive uses, whether primary or accessory in nature.

Hydro-Cooling System. A closed-loop or water-based heat-exchange system used for temperature control of computing equipment.

Known Mapped Sensitive Area. A sensitive environmental, cultural, hydrologic, scenic, or geologic resource identified in County, state, or federal mapping, records, or adopted plans, including but not limited to wetlands, floodplains, sinkholes, karst features, protected water resources, conservation areas, mapped burial mound or archaeological sensitivity areas, bluffs, scenic byway viewsheds, or other mapped natural-resource areas.

Noise Level (dBA). Sound-pressure level measured with an A-weighted filter and slow-response time constant in accordance with ANSI S12.9 (Parts 1 & 3) and IEC 61672-1 (Type 1 sound-level meter) standards.

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Nonparticipating Parcel. A parcel that is not owned, leased, controlled, or otherwise subject to a written agreement with the High-Density Computing Facility applicant, owner, or operator for purposes of siting, construction, operation, setback, access, or related project approval. *[Revised from 5/18/2026 draft]*
Occupied Structure. Any building or structure designed for or regularly used by humans or livestock for habitation, employment, assembly, education, worship, or shelter, whether permanent or seasonal.
Operator. The individual, company, partnership, corporation, or other legal entity that owns, leases, or controls the operation, maintenance, and regulatory compliance of a High-Density Computing Facility.
Owner. The person, partnership, corporation, trust, or other legal entity holding title to the real property on which a High-Density Computing Facility is located, as recorded with the County Recorder.
Peak Particle Velocity (PPV). The maximum instantaneous velocity of ground vibration, expressed in millimeters per second (mm/s), as measured by a tri-axial accelerometer per DIN 4150-3 or BS 7385-2 standards.
Road Use Agreement (RUA). A written agreement between the facility operator/applicant and the Jackson County Engineer (or other road authority having jurisdiction), establishing designated haul routes, access points, traffic control measures, and the operator's obligations for maintenance, repair, and restoration of public road infrastructure impacted by facility-related traffic.
Surface Water. Any water body located on the surface of the land, including rivers, streams, creeks, ponds, lakes, drainageways, wetlands and other waters regulated by the Iowa Department of Natural Resources (IDNR).
Utility Provider. The electric utility (including an investor-owned public utility, municipal utility, or electric cooperative) that is lawfully authorized to provide retail electric service to the subject property, or its designated agent, and that will supply primary electrical power to the High-Density Computing Facility.
Utility Service Coordination Letter. Written documentation from the applicable Utility Provider, or other documentation acceptable to the Zoning Administrator, confirming that the applicant has contacted the Utility Provider regarding the proposed facility's anticipated electrical service needs and identifying any known service extensions, upgrades, easements, substations, transmission or distribution improvements, or related utility infrastructure improvements necessary to serve the proposed use. The letter is for land-use and site-feasibility review only and shall not be construed as County regulation of utility capacity, rates, service territory, interconnection requirements, or system operations.

Section 3. Applicability and Zoning Districts

High-Density Computing Facilities (HDCFs) require substantial electrical infrastructure, may generate continuous operational noise, and may utilize cooling systems that affect surrounding environmental conditions. To ensure compatibility with neighboring land uses, protection of natural resources, and public safety, this section establishes where such facilities may be considered within Jackson County.

A.Prohibited Locations

High-Density Computing Facilities are prohibited in all zoning districts except those specifically listed in Section 3(B).

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High-Density Computing Facilities are also prohibited within the Floodplain Overlay District and within any area where industrial or commercial development is prohibited by applicable County, state, or federal law, regulation, easement, deed restriction, conservation restriction, or other legally binding land-use limitation.
Sites containing or affecting wetlands, conservation areas, protected natural-resource areas, drainageways, flood-prone areas, karst features, bluffs, or other environmentally sensitive resources shall be subject to all applicable County, state, and federal review and permitting requirements. The County may require the applicant to identify such resources on the site plan and may require additional information or conditions where necessary to determine site suitability and prevent adverse land-use impacts.
Sites located within areas mapped in the County's Historical Burial Mound Overlay or other known or potential archaeological or cultural resource areas shall be subject to the County's existing cultural resource review requirements. Where applicable, the County may require a cultural resource assessment prepared by a qualified professional to confirm that development will not disturb protected resources.
Sites located within the viewshed of a designated national or state scenic byway shall be reviewed in accordance with the scenic byway and visual resource provisions of Section 12.

B. Allowable Locations (Board of Adjustment Approval Required)

High-Density Computing Facilities may be considered only upon approval by the Board of Adjustment, following a public hearing, within the following zoning districts:

- M-1 Limited Industrial District
- M-2 General Industrial District
- C-1 Commercial District

All High-Density Computing Facilities, regardless of zoning district, shall comply with the enclosure and permanent construction requirements of Section 13.

C. Conditional Use Permit Required

High-Density Computing Facilities shall not be permitted by right in any zoning district.
Approval by the Board of Adjustment is required for all HDCFs and shall be processed as Conditional Use Permits (CUPs) under the Jackson County Zoning Ordinance.

D. General Siting Requirements

1. Sites shall have feasible access to electrical and broadband infrastructure without requiring new service extensions through existing residential neighborhoods or environmentally sensitive areas. As part of siting feasibility, the applicant shall submit the Utility Service Coordination Letter or other acceptable documentation required by Section 9(A), identifying the applicable utility provider and any known utility service extensions, upgrades, easements, substations, transformers, access routes, or related infrastructure improvements that may be necessary to serve the proposed use.
2. Sites shall provide safe, all-weather access for emergency-response, utility, and service vehicles.
3. Facilities that cannot comply with the cooling and water-use standards of Section 7 without reliance on consumptive groundwater or surface-water use shall be ineligible for approval. Any request for consideration of alternative cooling technology shall be reviewed only through the Board of Adjustment approval process and the limited exception provisions of Section 7(B), and shall require written Findings of Fact.

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4. Where a proposal involves conversion of existing cropland or pasture to industrial use, the applicant shall provide CSR2 information as required by Section 4. CSR2 is a consideration for compatibility and land-use impacts; it is not, by itself, an approval or denial criterion.

Section 4. Application and Review Process

A. Pre-Application Conference.

Before filing an application, the applicant shall meet with the Zoning Administrator, County Engineer, and Environmental Health. The purpose is to identify site constraints, coordinate utility and infrastructure needs, and confirm required submittals.

B. Application Submittal Requirements.

Applications for a High-Density Computing Facility (HDCF) shall include, at minimum:

1. A site plan showing property boundaries, topography, drainageways, proposed structures, setbacks, utilities, emergency access, stormwater facilities, parking, and landscaping.

2. If the proposal converts existing cropland or pasture, a CSR2 map and brief summary of (a) the average CSR2 for the disturbed area and (b) acres proposed for disturbance. The applicant may include a short narrative on how the layout minimizes conversion where feasible.

3. Required studies, as applicable, including noise analysis, hydrogeologic/water evaluation, utility service coordination, stormwater and drainage information, traffic information, and backup power/fuel storage information, prepared in accordance with Sections 6 through 14 of this ordinance.

4. The Utility Service Coordination Letter or other acceptable documentation required by Section 9(A).

5. A written operations plan describing anticipated hours of operation, staffing levels, maintenance activities, delivery schedules, site security, emergency shutdown procedures, generator use, backup power systems, expected truck traffic during operation, and the name and contact information for the responsible facility operator.

6. If the project is proposed to be constructed in phases, the applicant shall submit a phasing plan identifying the timing, location, electrical load, structures, equipment, impervious surface, utility improvements, and operational capacity of each phase. Any future phase, expansion, or increase in electrical load beyond that approved shall require review as an Expansion or Modification under this ordinance.

7. The applicant shall identify the location and general type of major utility infrastructure proposed to serve the facility, including transformers, substations, switchgear, utility yards, poles, underground routes, easements, service access routes, and related equipment areas, to the extent known at the time of application.

8. The applicant shall identify the proposed method of sanitary sewage disposal and potable water supply for the facility, including whether the facility will use an existing system, proposed private well, public or municipal water service, hauled water, or another lawful source. Any required County Health Department or state agency review shall be coordinated under Section 8.

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9. The applicant shall submit a preliminary stormwater, grading, drainage, and erosion-control plan prepared by a qualified professional, identifying existing and proposed drainage patterns, impervious surface, stormwater facilities, erosion-control measures, sediment-control measures, and any required state or federal stormwater permits.

10. The applicant shall provide an estimate of construction and operational traffic, including employee trips, delivery trips, maintenance vehicles, fuel deliveries, waste or e-waste removal, oversized loads, and anticipated haul routes. The County Engineer may require a more detailed traffic impact study where site conditions, road limitations, traffic volume, or public safety concerns warrant additional review.

11. The applicant shall identify any proposed backup generators, fuel tanks, battery energy storage systems, diesel storage, propane storage, coolant storage, or other backup power systems, including general location, capacity, containment measures, noise impacts, air-emissions permitting status if applicable, and emergency-response considerations. Nothing in this subsection authorizes a battery energy storage system except as otherwise allowed by County ordinance.

12. As part of the Emergency Access and Safety Coordination Plan, the applicant shall provide basic site-safety information reasonably necessary for emergency-response coordination, including access routes, gate or access-control information, emergency contact information, general location of electrical disconnects or isolation points, backup generators, fuel storage areas, battery systems if proposed, coolant or chemical storage areas, and any other site features that may affect emergency access or responder awareness. The plan shall *[Revised 5/18/2026]* be provided to the emergency-response agency having jurisdiction for informational review and coordination purposes only. Nothing in this section shall be interpreted to require the County or any emergency-response agency to approve building design, fire-code compliance, utility-owned equipment, electrical systems, or any matter under the authority of the State Fire Marshal or other agency having jurisdiction.

13. The applicant shall submit a list of known or anticipated local, state, and federal permits, licenses, registrations, approvals, or agency reviews required for the project, including but not limited to stormwater, water use, wastewater or discharge, air emissions, fuel storage, electrical, driveway or access, road-use, or environmental permits. County approval under this ordinance does not relieve the applicant of responsibility to obtain all other required approvals.

14. Public Notification

a. Notice of the public hearing shall be prepared and published by Jackson County in accordance with Iowa Code sections 335.6 and 331.305 and Chapter 4 of the Jackson County Zoning Ordinance.

b. In addition to published notice, mailed courtesy notice shall be provided to all property owners within one (1) mile of the subject property lines.

c. Failure of mailed courtesy notice shall not invalidate the hearing or any action taken, provided published notice was properly given.

15. The required fee and any escrow for third-party review, as determined by the Zoning Administrator.

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C. Completeness and Review Timeline.

1. Within fifteen (15) business days of submittal, the Zoning Administrator shall determine whether the application is complete and notify the applicant of any deficiencies or confirm completeness.

2. Upon acceptance as complete, applications eligible for Board of Adjustment review shall be scheduled for a public hearing no sooner than forty-five (45) days from acceptance to allow interdepartmental review, technical evaluation, public notice, and utility coordination.

3. Decision Period.

a. No Rezoning Required. If the property is already zoned to allow High-Density Computing Facilities, the Board of Adjustment shall act on the Conditional Use Permit within ninety (90) days after acceptance of a complete application, unless extended by mutual written agreement.

b. Rezoning Required. If rezoning is required, the rezoning request shall proceed in accordance with the applicable procedures and timelines of the Jackson County Zoning Ordinance, including any required referrals, reviews, and actions by other jurisdictions or agencies where applicable. Following final action by the Board of Supervisors on the rezoning request, the Board of Adjustment shall schedule and consider the Conditional Use Permit application in accordance with this section.

4. The ninety-day decision period is paused while (a) third-party review is underway or (b) required documents from the applicant or Utility Provider are outstanding.

D. Third-Party Technical Review.

1.The County may retain one or more qualified independent professionals to review technical materials where specialized expertise beyond normal staff capacity is reasonably necessary.

All costs of third-party review, including professional fees and reasonable County administrative costs associated with such review, shall be paid by the applicant to Jackson County, reimbursed to Jackson County upon invoice, or paid through an escrow or advance-payment process established by Jackson County. Such costs shall not be borne by Jackson County. *[Revised from 5/18/2026 draft]*

2. The County may require an escrow deposit or advance payment in an amount reasonably estimated to cover third-party review costs. Review or processing of the application may be suspended if the escrow is depleted and not timely replenished by the applicant.

3. The County may require an escrow deposit or advance payment to Jackson County in an amount reasonably estimated to cover third-party review costs. Review or processing of the application may be suspended if the escrow is depleted and not timely replenished by the applicant. *[Revised from 5/18/2026 draft]*

E. Public Hearing.

All High-Density Computing Facility Conditional Use Permit applications shall be heard by the Board of Adjustment following completion of any required rezoning process.

F. Permit Conditions and Findings.

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1. The Board of Adjustment shall impose such reasonable and necessary conditions as are needed to ensure compliance with this ordinance and to protect the public health, safety, and welfare.

2. All decisions shall include written Findings of Fact summarizing the evidence, conditions, and basis for approval or denial, with reference to the standards of Iowa Code section 335.15 where applicable.

3. In addition to the technical standards set forth in Sections 5 through 15, the Findings of Fact shall address, as applicable, compatibility with surrounding land uses, transportation and road impacts, utility service considerations, CSR2 information, and consistency with the Jackson County Land Use Policy and Comprehensive Plan.

G. Minimum Standards; No Guarantee of Approval.
Compliance with the minimum submittal, technical, dimensional, and operational standards of this ordinance does not, by itself, guarantee approval of a High-Density Computing Facility. Each application shall remain subject to the applicable public hearing process, required Findings of Fact, site-specific review, consistency with the Jackson County Zoning Ordinance, Jackson County Land Use Policy and Comprehensive Plan, and consideration of public health, safety, welfare, infrastructure, compatibility, and natural resource impacts. The reviewing body may approve, approve with conditions, or deny an application based on the standards of this ordinance and the evidence in the record.

H. As-Built Documentation and Pre-Operation Certification.
Prior to commencement of full facility operations, the facility owner and operator shall submit as-built plans or certification from a licensed professional confirming that the facility was constructed in substantial compliance with the approved site plan, approved conditions, utility infrastructure plan, stormwater plan, emergency access plan, and other approved application materials.

I. Annual Compliance Certification.
By March 1 of each year, the facility owner and operator shall submit a brief annual certification confirming that the facility remains in compliance with the approved Conditional Use Permit, approved site plan, approved operations plan, noise and vibration standards, cooling and water-use standards, emergency contact information, decommissioning financial assurance, and all applicable conditions of approval. The certification shall identify any material changes in ownership, operation, electrical load, cooling technology, backup power systems, or site layout during the prior calendar year.

Section 5. Setbacks and Separation Requirements

The following setbacks and separation requirements shall apply to all principal structures, equipment enclosures, cooling systems, generators, and associated infrastructure of a High-Density Computing Facility.

A. Occupied Structures and Cemeteries.
No High-Density Computing Facility shall be located less than one thousand feet (1,000') from any occupied structure or cemetery.

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B. Property Lines.
No High-Density Computing Facility shall be located less than five hundred feet (500') from any property line.

C. Wells.
No High-Density Computing Facility structure, equipment enclosure, cooling system, generator, or associated infrastructure shall be located less than five hundred feet (500') from any existing public well or any private well located on a nonparticipating parcel, unless a different separation distance is approved or required by the County Health Department, IDNR, or other agency having jurisdiction. *[Revised from 5/18/2026 draft]*

D. Known Mapped Sensitive Areas.
No High-Density Computing Facility shall be located less than one thousand feet (1,000') from any known mapped sensitive area.

E. Sensitive Area Protection.
Any High-Density Computing Facility that is otherwise permitted under this ordinance and is proposed more than one thousand feet (1,000') but within one thousand three hundred twenty feet (1,320') of a known mapped sensitive area may, as a condition of approval, be required to implement additional site protections reasonably necessary to prevent runoff, erosion, sedimentation, thermal impacts, or other adverse effects on the sensitive area. Such protections may include buffer strips, stormwater measures, grading controls, vegetation requirements, or other comparable measures appropriate to the site.

F. Greater Setback May Be Required.
The Board of Adjustment may require greater setbacks where site conditions, topography, facility design, cooling technology, water-use characteristics, or other site-specific factors indicate that additional distance is necessary to protect public health, safety, and welfare, to achieve compliance with Section 6 of this ordinance, or to prevent adverse impacts to groundwater, surface water, or hydrologically sensitive features.

G. Findings of Fact Required.
Any increase in the setbacks required by this section, or any additional site protection required under this section, shall be supported by written Findings of Fact referencing applicable studies, modeling, site conditions, agency guidance, or other information contained in the public record.

H. Greater Standard Governs.
Where multiple setback or separation standards apply, the greater distance shall govern. Nothing in this section shall be interpreted to authorize a reduction of any required setback except through the applicable variance process under the Jackson County Zoning Ordinance.

I. Measurement.
Setbacks shall be measured from the nearest High-Density Computing Facility structure, equipment enclosure, cooling system, generator, or associated infrastructure to the respective property line, occupied structure, cemetery, or environmental feature.
If more restrictive setback, buffer, or water-quality requirements are imposed by state or federal law, those requirements shall govern.

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Section 6. Noise and Vibration Standards

The purpose of this section is to protect the health, comfort, and welfare of Jackson County residents from excessive noise and vibration associated with High-Density Computing Facilities.

A. Noise Limits

1. Noise from any High-Density Computing Facility shall not exceed fifty decibels (50 dBA), measured at the property line of a nonparticipating parcel.

2. If testing identifies a distinct hum, tone, or other prominent low-frequency characteristic, the measured sound level shall be adjusted by plus five decibels (+5 dBA) for compliance evaluation purposes.

B. Noise Measurement Standards.

1. Noise measurements shall be conducted in accordance with the most current versions of ANSI S12.9 (Parts 1 and 3) and IEC 61672-1, or approved successor or equivalent standards providing equal or greater rigor, accuracy, and public protection.

Instrumentation and Method. Testing shall be performed using a Class 1 / Type 1 sound level meter capable of one-third-octave band analysis, or equivalent instrumentation under an approved successor or equivalent standard.

2. Measurements shall be taken over a representative operating period sufficient to capture typical facility conditions, including cyclical equipment operation, as determined by the qualified professional conducting the test.

3. If a successor or equivalent standard is used, the testing professional shall provide a brief written statement explaining why the alternative standard is equivalent to or more conservative than the standards listed above.

C. Noise Testing, Reporting, and Corrective Action.

1. The facility owner and operator shall, at their sole expense, provide:

a. a baseline ambient noise study completed prior to commencement of construction, documenting existing background sound conditions at representative locations; and

b. a post-startup noise compliance test completed within sixty (60) days after commencement of full facility operations, or within such additional time approved by the Zoning Administrator for good cause, demonstrating compliance with this ordinance under representative operating conditions.

2. Additional noise testing may be required by Jackson County in response to a complaint, following any Expansion or Modification, following a documented violation, or when the Zoning Administrator reasonably determines that additional testing is necessary to investigate potential noncompliance.

3. Beginning on the third anniversary of commencement of full facility operations, and every three (3) years thereafter for so long as the facility operates, the facility owner and operator shall provide an updated noise compliance test at their sole expense.

4. All noise testing shall be conducted by an independent qualified professional experienced in environmental noise measurement.

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5. All noise testing and reporting required under this section shall be at the sole expense of the facility owner and operator and shall not be borne by Jackson County.

6. Any noise study or sound test required under this ordinance shall be submitted to the Zoning Administrator within ten (10) business days after testing. The report shall include, at a minimum, testing locations, dates and times, equipment and calibration information, standards used, facility operating conditions, and results sufficient to demonstrate compliance.

7. If noise exceeds the allowable limits, the facility owner and operator shall promptly implement corrective measures and, if necessary, suspend the offending equipment or operations until compliance is demonstrated by follow-up testing. Any follow-up report shall also be submitted to the Zoning Administrator.

D. Vibration Limits.

Maximum Vibration Level. Ground vibration from any High-Density Computing Facility shall not exceed the following Peak Particle Velocity (PPV), measured at any property line:
0.30 mm/s PPV during daytime hours (7:00 a.m. to 10:00 p.m.);
0.14 mm/s PPV during nighttime hours (10:00 p.m. to 7:00 a.m.).

E. Vibration Measurement Standards

1. Vibration measurements shall be conducted in accordance with the most current versions of DIN 4150-3 and BS 7385-2, or approved successor or equivalent standards providing equal or greater rigor, accuracy, and public protection.
Instrumentation and Method. Testing shall be performed using a tri-axial vibration monitor or accelerometer capable of recording Peak Particle Velocity in three directions.

2. Measurements shall be taken over a representative operating period sufficient to capture typical facility conditions, including cyclical equipment operation, as determined by the qualified professional conducting the test.

3. If a successor or equivalent standard is used, the testing professional shall provide a brief written statement explaining why the alternative standard is equivalent to or more conservative than the standards listed above.

F. Vibration Testing, Reporting, and Corrective Action.

1. The facility owner and operator shall, at their sole expense, provide:
a. a baseline ambient vibration study completed prior to commencement of construction, documenting existing background vibration conditions at representative locations; and
b. a post-startup vibration compliance test completed within sixty (60) days after commencement of full facility operations, or within such additional time approved by the Zoning Administrator for good cause, demonstrating compliance with this ordinance under representative operating conditions.

2. Additional vibration testing may be required by Jackson County in response to a complaint, following any Expansion or Modification, following a documented violation, or when the Zoning Administrator reasonably determines that additional testing is necessary to investigate potential noncompliance.

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3. Beginning on the third anniversary of commencement of full facility operations, and every three (3) years thereafter for so long as the facility operates, the facility owner and operator shall provide an updated vibration compliance test at their sole expense.

4. All vibration testing shall be conducted by an independent qualified professional experienced in environmental or structural vibration measurement.

5. All vibration testing and reporting required under this section shall be at the sole expense of the facility owner and operator and shall not be borne by Jackson County.

6. Any vibration study or test required under this ordinance shall be submitted to the Zoning Administrator within ten (10) business days after testing. The report shall include, at a minimum, test locations and measurement points, dates and times, measurement duration, equipment and calibration information, standards used, facility operating conditions during testing, and results sufficient to demonstrate compliance.

7. If vibration exceeds the allowable limits, the facility owner and operator shall promptly implement corrective measures and, if necessary, suspend the offending equipment or operations until compliance is demonstrated by follow-up testing. Any follow-up report shall also be submitted to the Zoning Administrator.

Section 7. Cooling Systems & Water Use

The purpose of this section is to address land use impacts associated with cooling systems and water use, including compatibility with surrounding properties, protection of groundwater and surface water resources, and site suitability for High-Density Computing Facilities. This section is intended to establish land use standards and coordination requirements only. Nothing in this section shall be construed to supersede, duplicate, or replace the authority of the Iowa Department of Natural Resources or any other agency having jurisdiction over water withdrawal, discharge, wastewater, or related permitting requirements.

A. Required Cooling Technology

All High-Density Computing Facilities (HDCFs) shall utilize air-cooled or closed-loop cooling systems. Open-loop, once-through, or water-consumptive cooling systems are prohibited. This requirement applies to all primary and auxiliary cooling equipment serving computing, electrical, or energy storage components of the facility.

B. Limited Exception (Board of Adjustment Discretion)

The Board of Adjustment may consider an alternative cooling technology only if the applicant submits a certified engineering report demonstrating that the proposed system:

1. Does not withdraw groundwater or surface water.

2. Results in no net consumptive water loss.

3. Does not increase risk to aquifers, private wells, or hydrologically sensitive features.

4. Complies with all applicable Iowa Department of Natural Resources (IDNR) water-use and discharge requirements.

Any approval of an alternative cooling system shall require written Findings of Fact and may include conditions of approval.

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C. Spill Prevention and Containment

All coolants, lubricants, and water-treatment chemicals shall be stored in approved containers with secondary containment sufficient to prevent release to soil, groundwater, or surface water. Containment practices shall comply with all applicable local, state, and federal requirements, including applicable IDNR or EPA requirements, manufacturer specifications, permit conditions, and applicable fire, electrical, or industry standards. *[Revised from 5/18/2026 draft]*

D. Cooling Water Discharge and Disposal

Any discharge or disposal of cooling water, including water containing additives or treatment chemicals, shall comply with all applicable IDNR, federal, and other legal requirements. Where cooling-water discharge or disposal is proposed as part of facility operations, the applicant may be required to provide sufficient information to demonstrate that such discharge or disposal will be lawfully handled through the appropriate permitting or disposal pathway. Nothing in this subsection shall be interpreted to authorize discharge otherwise regulated by IDNR or other agencies having jurisdiction.

E. Closed-Loop System Verification at Start-Up (Under Review)

Prior to commencement of full facility operations, the facility owner and operator shall provide written verification from a licensed professional engineer or qualified cooling-system installer that:

1. All closed-loop cooling systems have been pressure-tested or otherwise inspected for leaks and system integrity;

2. Testing and inspection were conducted in accordance with manufacturer specifications and applicable industry standards; and

3. Any deficiencies identified during testing have been corrected and re-verified.

The Zoning Administrator may require follow-up verification or inspection if there is credible evidence of leakage, system malfunction, or resulting impacts to neighboring land uses or environmental resources.

F. Annual Water Use Reporting

Unless the facility is connected to a municipal water-supply system, the facility owner and operator shall submit a simple annual water-use summary to the Zoning Administrator by March 1 of each year covering the prior calendar year of operations. The summary shall include, at a minimum:

1. Total water used during the reporting period, by source, including municipal supply, private well, or hauled water;

2. A brief description of any changes to cooling equipment, cooling-system type, or water-use practices during the reporting period; and

3. A certification that the facility remains in compliance with the cooling-system and water-use requirements of this section.

Routine submission of this summary to state agencies is not required by this ordinance. Additional reporting may be requested by the Zoning Administrator only if required by IDNR or if credible evidence of water-use conflicts with neighboring properties or environmental resources arises.

G. Compliance With Other Laws

Nothing in this section supersedes, duplicates, or limits the authority of the Iowa Department of Natural

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Resources or any other agency having jurisdiction. All facilities shall comply with Iowa Code chapter 455B and all other applicable state and federal laws, permits, and regulatory requirements.

Section 8. Sanitary Facilities and Water Supply

This section serves as a coordination provision. Sanitary sewage disposal systems and potable water supply systems are governed by the County Health Department and applicable state agencies rather than independent County zoning standards.

All sanitary sewage disposal systems and potable water supplies serving a High-Density Computing Facility shall comply with applicable County Health Department regulations and all applicable state requirements administered by the Iowa Department of Health and Human Services, Iowa Department of Natural Resources, or any other agency having jurisdiction.

Where review or permitting by the County Health Department or a state agency is required, the Zoning Administrator shall coordinate referral as part of the application review process. Approval under this ordinance does not relieve the facility owner, operator, applicant, or property owner of responsibility to obtain all required sanitary, wastewater, potable-water, well, water-system, or related permits and approvals.

Section 9. Utility Coordination

A. Utility Service Coordination and Applicant Verification.

The applicant shall provide written documentation identifying the applicable electric Utility Provider for the subject property and confirming that the applicant has consulted with the Utility Provider regarding the proposed High-Density Computing Facility, including the proposed maximum electrical service load and any known utility service extensions, upgrades, easements, substations, transmission/distribution improvements, or related site improvements that may be necessary to serve the proposed use.

The documentation may be provided in the form of a utility service availability letter, utility feasibility letter, service coordination letter, or other written confirmation acceptable to the Zoning Administrator. Proprietary, confidential, rate-related, or contract terms may be redacted.

The purpose of this requirement is limited to land-use review, site-feasibility review, infrastructure coordination, emergency access and safety planning, and evaluation of potential site impacts. Nothing in this subsection shall be interpreted to require the County to determine electric utility capacity, approve or deny electric service, regulate utility rates, regulate service territories, regulate interconnection requirements, require a Utility Provider to serve the facility, or interfere with matters governed by state or federal law. Failure to provide the required documentation may result in the application being deemed incomplete.

B. Utility Connections, Infrastructure and Site Design

1. Reasonable efforts shall be made to place utility connections serving the HDCF underground where feasible based on soil conditions, topography, distance, and other site constraints.

2. Major utility equipment areas, transformers, switchgear, substations, easements, and service-access routes shall be shown on the approved site plan to the extent known and shall be located, screened, and accessed in a manner compatible with surrounding land uses and emergency-response needs.

Section 10. Emergency Access, Safety Coordination and Hazard Containment

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A. Emergency Access and Safety Coordination Plan

Prior to issuance of any zoning permit, the applicant shall submit an Emergency Access and Safety Coordination Plan consistent with the information required under Section 4(B)(12). The plan shall demonstrate that the facility site layout provides safe, reliable, all-weather access for emergency-response, utility, and service vehicles and includes basic site-safety information reasonably necessary for emergency-response coordination.

The plan may be provided to the emergency-response agency having jurisdiction for informational review and coordination purposes only. Nothing in this section shall be interpreted to require the County or any emergency-response agency to approve building design, fire-code compliance, utility-owned equipment, electrical systems, or any matter under the authority of the State Fire Marshal, Utility Provider, or other agency having jurisdiction.

The plan shall be maintained on file with the County and updated as necessary to reflect material changes to site layout, access, gate or access-control information, emergency contact information, emergency electrical disconnects or isolation points, backup power systems, fuel storage areas, coolant or chemical storage areas, or other site features that may affect emergency access or responder awareness.

B. Emergency Contact and Access Updates

The facility owner and operator shall maintain current twenty-four-hour emergency contact information with the Zoning Administrator. Any change in facility ownership, operation, emergency contact information, access-control information, or designated responsible representative shall be provided to the Zoning Administrator within ten (10) days.

C. Hazard Awareness and Containment

To reduce risks to surrounding land uses, public infrastructure, responders, and natural resources, on-site storage of coolants, fuels, lubricants, batteries, or other regulated liquids or chemicals shall be located and maintained so as to prevent spills, leaks, discharges, or uncontrolled releases to soil, groundwater, surface water, stormwater systems, or the atmosphere, as applicable under local, state, or federal law.

Secondary containment and release-prevention measures shall be provided where required by applicable law, permit, code, manufacturer specifications, or industry standards. *[Revised from 5/18/2026 draft]*

D. Emergency Signage

A sign visible at the primary access entrance shall identify the facility owner and/or operator and display a twenty-four-hour emergency contact phone number. Required signage shall be maintained in good condition for the life of the facility. Any change in facility ownership, operation, or emergency contact information shall be updated on the required signage and in the Emergency Access and Safety Coordination Plan within ten (10) days.

Section 11. Waste Management, E-Waste, and Regulated Materials

A. Purpose and Land Use Basis

This section is intended to address land-use impacts associated with the on-site accumulation, storage, removal, recycling, and disposal of electronic waste, obsolete equipment, regulated materials, and similar

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materials associated with High-Density Computing Facilities. Such impacts may include site-safety concerns, contamination risk, visual blight, interference with site maintenance, and interference with decommissioning or site restoration. Nothing in this section is intended to supersede, duplicate, or replace the authority of the Iowa Department of Natural Resources, the U.S. Environmental Protection Agency, the State Fire Marshal, or any other agency having jurisdiction over environmental, waste-disposal, hazardous-material, or code-compliance matters.

B. Waste Handling and Disposal

All solid waste, e-waste, hazardous materials, and regulated substances associated with a High-Density Computing Facility shall be handled, stored, transported, and disposed of in compliance with all applicable local, state, and federal laws. Such materials shall not be accumulated on-site beyond reasonable operational needs.

C. Timely Removal

To prevent site-safety concerns, visual blight, and interference with decommissioning or site restoration, e-waste and hazardous materials shall be stored and removed in compliance with all applicable local, state, and federal laws and shall not be accumulated on-site beyond reasonable operational needs. Temporary storage pending removal shall occur within approved structures or enclosures, or within approved containers designed for the material being stored, and shall use appropriate containment measures where required by applicable law or standards.

D. Documentation

The facility owner and operator shall maintain disposal, recycling, transfer, manifest, or other records required by applicable local, state, or federal law, including IDNR or EPA requirements where applicable. To the extent such records exist or are legally required, they shall be retained for at least five (5) years or the period required by the applicable agency, whichever is longer, and shall be provided to the Zoning Administrator upon request for purposes of verifying compliance with this ordinance or decommissioning obligations. Routine submission is not required unless a compliance concern arises.

E. Compliance and Referral

Failure to comply with this section constitutes a zoning violation subject to enforcement under the Jackson County Zoning Ordinance. Jackson County may refer suspected environmental violations to the Iowa Department of Natural Resources, the U.S. Environmental Protection Agency, or other agencies having jurisdiction.

Section 12. Screening, Fencing, and Lighting

A. Security Fencing

An eight-foot (8 ft.) security fence shall be installed and maintained around the perimeter of the High-Density Computing Facility. Fencing shall be constructed of durable, non-reflective materials commonly used for substations, utility facilities, or similar secured infrastructure. All access points shall be secured with lockable gates designed to prevent unauthorized entry. Fencing shall be maintained in good condition for the life of the facility.

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B. Visual Screening

Visual screening may be required by the Board of Adjustment where necessary to reduce visual impacts on nearby occupied structures or public roadways and to maintain compatibility with surrounding land uses. In determining whether screening is required, the Board of Adjustment may consider facility visibility, site conditions, topography, existing vegetation, and the relationship of the facility to nearby occupied structures and public roads.

1. Required screening may include architectural walls or panels, berming, landscaping with native or adaptive species, existing vegetation, or other comparable methods approved by the Board of Adjustment.

2. Loading bays, refuse and trash collection areas, service entrances, and similar service areas shall be located or screened to minimize visibility from public roads and nearby occupied structures.

3. Ground-mounted mechanical and electrical equipment, including but not limited to generators, transformers, cooling equipment, switchgear, and similar components, shall also be located or screened to minimize visibility from public roads and nearby occupied structures. Ground-mounted mechanical or electrical equipment and service-yard areas shall not be located within any required building setback for the zoning district.

4. Screening requirements shall be site-specific and shall not interfere with sight-distance requirements, road safety, snow removal, or utility infrastructure.

C. Screening Maintenance

Any required screening shall be maintained for the life of the facility. Dead, damaged, or missing plant materials shall be replaced within the next appropriate growing season.

D. Exterior Lighting

All exterior lighting shall be designed to minimize glare, light trespass, and visual impacts on surrounding properties. Exterior lighting shall be fully shielded and downcast and shall be directed away from adjacent properties and public roadways. Lighting levels shall not exceed 0.2 foot-candles, measured at the property line. Motion sensors, timers, or other control technologies shall be used where feasible to minimize continuous illumination. Exterior lighting fixtures shall not exceed 3,000 Kelvin.

E. Reflective Materials

Reflective, mirrored, or high-gloss exterior finishes are prohibited on buildings, fencing, and equipment enclosures. Exterior materials shall utilize matte or low-reflectivity finishes compatible with surrounding rural or industrial character.

F. Scenic Byway and Visual Resource Considerations.

Jackson County recognizes the importance of protecting the visual character and scenic resources associated with designated state and national scenic byways. Where a proposed High-Density Computing Facility is located within the viewshed of such a corridor, the Board of Adjustment may consider visual impacts and may require reasonable conditions, including additional screening, lighting controls, site-layout modifications, and compatible exterior materials or finishes, to reduce adverse visual effects.

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G. Site Maintenance

The facility owner and operator shall maintain the site in a clean and orderly condition for the life of the facility, including fencing, screening elements, lighting fixtures, and the grounds immediately surrounding structures.

H. Enforcement

Failure to maintain the site in compliance with this section or with approved plans shall constitute a zoning violation subject to enforcement under this ordinance. All costs associated with installation, maintenance, replacement, and long-term upkeep required under this section shall be the responsibility of the facility owner and operator.

Section 13. Structural Standards

A. Permanent Construction Required

All principal buildings and equipment enclosures associated with a High-Density Computing Facility shall be permanently constructed and supported by a concrete foundation or equivalent engineered foundation designed by a licensed professional engineer.

B. Enclosure Required for Computing Equipment

All servers, computer clusters, processors, data-processing equipment, cryptocurrency mining equipment, artificial-intelligence computing equipment, and similar computing equipment shall be located entirely within a fully enclosed, permanent building. Outdoor or partially enclosed placement of computing equipment is prohibited.

This subsection does not prohibit exterior placement of permanently installed mechanical, electrical, cooling, generator, transformer, switchgear, fuel-storage, utility, or similar support equipment, provided such equipment is shown on the approved site plan and complies with all applicable setbacks, screening, noise, safety, containment, and other requirements of this ordinance.

C. Exterior Mechanical and Electrical Support Equipment

Exterior mechanical, electrical, cooling, generator, transformer, switchgear, fuel-storage, utility, or similar support equipment shall be permanently installed, shown on the approved site plan, and maintained in good repair. Such equipment shall not be placed on temporary skids, trailers, shipping containers, mobile storage units, or other non-permanent supports except during construction, repair, emergency replacement, or other temporary activity approved by the Zoning Administrator.

D. Prohibited Structures

The following portable or non-permanent structures shall not be used as buildings, enclosures, or permanent support structures for computing equipment or associated support equipment of a High-Density Computing Facility:

- Cargo or shipping containers;
- Railroad cars;
- Semi-truck trailers;

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- Mobile or temporary storage units; or
- Any other portable or non-permanent structure not designed for long-term building occupancy.

E. Structural Maintenance
All structures and equipment enclosures associated with a High-Density Computing Facility shall be maintained in good repair and free of deterioration, corrosion, or structural defects that could create safety hazards, fire risk, or operational impacts. Failure to maintain structures in compliance with this section constitutes a zoning violation subject to enforcement under this ordinance.

F. Parking
Off-street parking for High-Density Computing Facilities shall be provided at a minimum ratio of one (1) parking space per two (2) employees on the maximum shift, plus one (1) parking space per company vehicle. If the principal use of the facility changes following CUP approval, the new use shall comply with all applicable parking and loading requirements for that use under the Jackson County Zoning Ordinance.

Section 14. Road Use and Infrastructure Agreements

A. Purpose
To protect Jackson County roads, bridges, culverts, and drainage systems from damage due to construction, operation, or maintenance traffic associated with High-Density Computing Facilities (HDCFs); to ensure safe and reliable access during construction; and to assign responsibility for repair and restoration to the facility operator.

B. Road Identification and Access
1. Before issuance of any zoning permit and prior to construction-related hauling or site mobilization, the applicant shall identify all public roads, bridges, and access points intended for use in transporting equipment, materials, or supplies to and from the site.

2. The County Engineer may require additional traffic information or a traffic impact study when the proposed facility, construction schedule, haul route, access point, road classification, bridge or culvert condition, sight-distance limitation, or nearby land use indicates that additional review is reasonably necessary to protect public safety and public infrastructure.

3. The applicant shall obtain all required oversize-load, weight, and access permits from the County Engineer or other road authority at least sixty (60) days prior to mobilization.

C. Existing Road Conditions (Pre-Construction Survey)
1. Prior to commencement of construction-related hauling or site mobilization, the applicant shall conduct a pre-construction road condition survey in coordination with the County Engineer to establish baseline conditions for all proposed haul routes.

2. The survey shall include, at a minimum, photographs or video, pavement and shoulder condition documentation, and identification/condition of ditches, culverts, and drainage structures.

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3.The survey shall be prepared or verified by a licensed professional engineer and shall be approved by the County Engineer before construction begins.

D. Road Use Agreement

1.Prior to the start of construction, the facility owner and operator shall enter into a written Road Use Agreement with Jackson County, in a form approved by the County Engineer and County Attorney, if applicable.

2.The RUA shall describe designated haul routes, traffic control measures, seasonal load restrictions, dust-control measures, and the operator's responsibilities for maintenance and repair.

3.The RUA shall remain in effect until all construction activities are complete and final inspections are accepted by the County Engineer.

E. Financial Assurance

1. Prior to the start of construction-related hauling, the operator shall provide financial security—such as a performance bond, irrevocable letter of credit, or cash escrow, in an amount equal to one hundred thirty percent (130%) of the estimated cost of any required road repairs, improvements, or maintenance.

2. The amount shall be determined by the County Engineer based on expected use and anticipated repair or improvement costs and may be adjusted as needed to reflect updated engineering estimates or changed site conditions.

3. Financial assurance shall be in a form acceptable to the County and shall be issued by a surety or financial institution authorized to do business in the State of Iowa.

4. Financial assurance shall remain in force until written release by the County Engineer, not less than twelve (12) months after completion of construction or hauling activities.

F. Maintenance and Repair

1. During construction and any other period of extraordinary hauling or heavy equipment transport associated with the facility, the facility owner and operator shall maintain all approved haul routes in a condition equal to or better than their documented pre-construction condition.

2. Any damage, deterioration, or safety hazard caused by facility-related traffic shall be repaired or mitigated within seventy-two (72) hours of discovery or written notice from the County Engineer, or within such other reasonable timeframe as may be specified by the County Engineer based on the nature of the damage and public safety considerations.

3. If repairs are not made within the required timeframe, the County may take enforcement action and may draw upon the financial assurance to complete the work.

G. Post-Construction Inspection and Release

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1. After construction is complete, a joint inspection shall be performed by the County Engineer and operator to compare post-construction conditions with the baseline survey.

2. When all deficiencies have been corrected, the County Engineer shall issue written confirmation and release the financial security.

3. If deficiencies remain, the County may use the bond, escrow, or other instrument to complete remaining work and recover administrative/engineering costs where authorized.

H. Drainage and Infrastructure Protection

The operator shall repair any damage to public drainage systems, culverts, or associated infrastructure caused by construction or operation within seventy-two (72) hours of discovery or as directed by the County Engineer.

Section 15. Discontinuation, Decommissioning, and Abandonment

A. Purpose

To ensure High-Density Computing Facilities (HDCFs) are dismantled, removed, and the site restored to a safe, stable, and environmentally sound condition when use is discontinued, abandoned, or a permit is revoked, and to ensure that decommissioning costs are borne by the operator and property owner rather than the public.

B. Discontinuation / Abandonment

1. A HDCF is considered discontinued after one (1) year without active operations or other documented productive use authorized by the Conditional Use Permit, unless the operator submits a written plan to return the facility to service on a reasonable schedule. The operator shall provide written notice to the Zoning Administrator when the facility is permanently shut down or when operations will be suspended for an extended period.

2. The Zoning Administrator may determine discontinuation or abandonment based on inspection, operator information, or other reliable documentation.

C. Decommissioning Deadline and Extension

1. Following discontinuation or abandonment, the facility owner and operator shall complete decommissioning and site restoration within two hundred seventy (270) days in accordance with the approved Decommissioning Plan.

2. The facility owner and operator may request one extension of up to ninety (90) days, in writing, for good cause shown.

D. Decommissioning Plan (Submitted with CUP)

1. At the time of Conditional Use Permit (CUP) application, the applicant shall submit a Decommissioning Plan outlining how the facility will be removed and the site restored at the end of its service life or upon discontinuation/abandonment.

2. The plan shall be prepared and sealed by a professional engineer licensed in the State of Iowa.

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3. At a minimum, the plan shall include:

a. A step-by-step sequence for dismantling, removal, recycling, and disposal of buildings, equipment, foundations, wiring, conduits, fencing, lighting, impervious surfaces, and accessory facilities.

b. Site-restoration actions, including repair of disturbed areas, regrading as needed, and revegetation/ground cover.

c. An itemized cost estimate in current dollars for decommissioning and site restoration, excluding salvage value.

d. Identification of responsible parties and contractors.

e. A description of how decommissioning will be carried out safely and in compliance with applicable laws.

E. Cost Estimate Review and Update

1.The decommissioning cost estimate is subject to County review for completeness and reasonableness. At the applicant's sole expense, the County may retain an independent qualified professional to evaluate the estimate.

2.At the sole expense of the facility owner and operator, jointly and severally, decommissioning cost estimates shall be reviewed and updated at least every three (3) years, or more often if required by the County due to material changes in facility size or configuration.

F. Financial Assurance Required

1.Prior to issuance of any zoning permit or commencement of construction, the facility owner and operator shall be jointly and severally responsible for providing and maintaining financial assurance in a form acceptable to Jackson County to guarantee decommissioning, site restoration, and compliance with this section. The amount of financial assurance shall be based on the approved decommissioning cost estimate, as reviewed and accepted by the County, and shall be kept current and in effect for the life of the facility until released in writing by Jackson County following satisfactory completion of decommissioning and restoration.

2.Financial assurance shall be issued by a surety or financial institution authorized to do business in Iowa and shall name Jackson County as beneficiary/obligee as appropriate.

3.Financial assurance shall remain in effect until the County confirms in writing that decommissioning and site restoration are complete. Failure to maintain required financial assurance is a zoning violation and a breach of CUP conditions.

G. Responsibility; Property Owner Acknowledgement

Prior to final CUP approval and prior to issuance of any zoning permit or commencement of construction, the property owner of record shall either be a co-applicant or, together with the facility operator, shall execute and provide to Jackson County a written acknowledgment, in a form approved by the County, confirming their understanding of and agreement to comply with the decommissioning, restoration, financial assurance, maintenance, and enforcement requirements of this ordinance.

The acknowledgment shall include, at a minimum:

1. The legal description of the subject property and parcel identification number;

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2. The name and address of the record property owner;
3. The name and address of the facility operator, if different from the owner;
4. Reference to the approved Conditional Use Permit by case number and date of approval, if applicable;
5. A statement that the facility owner and operator are jointly and severally responsible for compliance with the requirements of this ordinance, including decommissioning, restoration, financial assurance, and cost reimbursement obligations;
6. A statement that such obligations shall be binding upon the owner, operator, and their respective heirs, successors, assigns, lessees, transferees, and any other party acquiring an ownership or operational interest in the facility or subject property;
7. A statement that any subsequent transfer, sale, assignment, or conveyance of the subject property or facility shall not extinguish or diminish the obligations imposed by this ordinance; and
8. A statement that zoning approval does not relieve the owner or operator from compliance with any other applicable local, state, or federal requirements.
The County may require that this acknowledgment, or a memorandum of it in recordable form, be recorded against the subject property with the Jackson County Recorder so as to provide notice to successors and assigns. A recorded copy, including Recorder filing information, shall be provided to the Zoning Administrator before any zoning or building permit is issued. Failure to record and provide proof of recording as required by this section constitutes a zoning violation and shall be grounds for withholding or revoking permits issued under this ordinance.
Private lease terms or contractual arrangements between the owner and operator do not limit the County's authority to enforce this ordinance.

H. County Remedy on Default; Cost Recovery

1.If the operator fails to complete decommissioning and restoration on time, the County may issue a written Notice of Default stating the basis for noncompliance and providing a reasonable cure period, not to exceed thirty (30) days, unless a shorter period is needed to address an imminent threat to health, safety, or the environment.

2.After the cure period (or sooner, if necessary to address an imminent threat), the County may take enforcement action and may cause decommissioning and site restoration to be completed by contractors selected by the County.

3.The County may draw on the financial assurance in an amount sufficient to pay all reasonable costs incurred to complete decommissioning and restoration, including contractor costs, administrative costs, engineering and inspection services, and legal expenses. The County's determination of default and documentation of costs shall be sufficient basis for a claim against the financial assurance.

4.If County costs exceed the available financial assurance, the operator and property owner of record may be held responsible for the unpaid balance to the extent permitted by law.

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5. Where authorized by Iowa law, the County may pursue recovery of eligible costs through liens, special assessments, or tax-recovery procedures, including Iowa Code § 331.384 if determined applicable by legal counsel.

I. Documentation of Completion

Upon completion of decommissioning and site restoration, the facility owner and operator shall submit a final report prepared by a qualified professional certifying that work was completed in accordance with the approved plan. The County shall inspect the site before releasing financial assurance.

J. Site Restoration

Unless otherwise approved as part of a reuse plan, decommissioning shall include:

1. Removal of exterior HDCF-specific equipment and appurtenances, including exterior equipment yards, standalone cooling equipment, generators, transformers not needed for a subsequent permitted use, above-ground tanks, and security fencing that is no longer needed.

2. Restoration of disturbed areas not needed for a subsequent permitted use, including removal of unused gravel laydown areas, stabilization of soil, and reseeding or other vegetative cover consistent with surrounding land uses.

3. Removal or mitigation of foundations, pads, or below-grade structures that create safety hazards, impede agricultural use, or are inconsistent with the approved post-decommissioning land use.

K. Interior Equipment and Materials

Interior computing equipment and associated materials shall be de-energized and managed in compliance with all applicable e-waste, solid-waste, and hazardous-waste laws and regulations, including Iowa Code Chapter 455B and any applicable state or federal requirements.

Nothing in this ordinance shall be construed to prohibit reuse of a structurally sound, code-compliant building shell and foundation for other permitted industrial, commercial, or agricultural uses, provided all hazardous materials and regulated equipment are removed or managed in compliance with applicable law and any approved reuse plan.

L. Reuse of Buildings

The Board of Adjustment may approve a decommissioning plan that retains a building shell and associated foundations when a subsequent permitted use has been identified or is reasonably foreseeable, and when retention is consistent with public safety, building and fire codes, and surrounding land use compatibility.

Section 16. Enforcement and Penalties

A. General Authority

The Zoning Administrator is authorized to administer and enforce this ordinance pursuant to Chapter 11 of the Jackson County Zoning Ordinance and Iowa Code § 335.

B. Responsibility

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The facility owner and operator shall be jointly and severally responsible for compliance with this ordinance, all conditions of approval, all approved plans and submissions, and all obligations relating to construction, operation, maintenance, decommissioning, restoration, and enforcement of the facility.
No transfer of ownership, operational control, leasehold interest, or other interest in the facility or subject property shall relieve the owner or operator of any responsibility under this ordinance unless and until such transfer is approved in writing by Jackson County as required by this ordinance.
Private agreements between the owner, operator, lessee, contractor, or any other party shall not limit or impair the County's authority to enforce this ordinance against any responsible party.

C. Violations and Procedures

1. When the Zoning Administrator determines that a violation of this ordinance, an approved permit, a condition of approval, or an approved plan or submission has occurred, the Zoning Administrator shall issue a written Notice of Violation to the facility owner and operator and shall copy the property owner of record. The notice shall identify the nature of the violation, the corrective action required, and the deadline for compliance.

2. If the violation is not corrected within the time specified in the Notice of Violation, Jackson County may pursue one or more of the following remedies, as authorized by law and the Jackson County Zoning Ordinance:

a. Civil citations and fines as provided by County code;

b. Initiation of suspension or revocation proceedings for the Board of Adjustment approval or zoning permit, as applicable and as authorized by law;

c. Initiation of civil abatement or nuisance proceedings under Iowa Code section 657, Chapter 11 of the Jackson County Zoning Ordinance, or other applicable law; and

d. Recovery of County costs as provided in this ordinance.

3. [PENDING ATTORNEY REVIEW] Where a High-Density Computing Facility is operating in a manner that poses an imminent and documented threat to public health or safety, neighboring property, public infrastructure, or natural resources — including but not limited to uncontrolled hazardous-material release, fire or explosion risk, or repeated operation in violation of enforceable noise or vibration limits after notice and opportunity to cure — the County may seek immediate temporary injunctive relief or other lawful relief in a court of competent jurisdiction, or may pursue any temporary suspension mechanism otherwise authorized by Iowa law. This subsection shall be interpreted and applied only to the extent consistent with Iowa Code chapter 335 and other applicable law.

D. Abatement and Cost Recovery

If the facility owner and operator fail to timely remedy a violation or to complete required decommissioning or site restoration, Jackson County may, after notice and opportunity to cure as provided by this ordinance, enter the property and take such actions as are reasonably necessary to perform abatement, decommissioning, or site restoration.
The facility owner and operator shall be jointly and severally responsible for all reasonable costs incurred by Jackson County in connection with such work, including but not limited to administrative costs, contractor

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costs, engineering or consultant review, inspection costs, recording costs, legal expenses, and site restoration costs.
Jackson County may recover such costs through any financial assurance required by this ordinance and may pursue any other remedy authorized by law, including lien procedures under Iowa Code section 331.384 if applicable.

E. Continuing Violations
Each day that a violation continues after the deadline for correction stated in a Notice of Violation, or after any extended deadline approved by Jackson County, shall constitute a separate violation. Civil penalties may be assessed for each day of continuing violation as provided by County code and the County Schedule of Fines and Fees.

F. Coordination with Other Authorities
Nothing in this ordinance limits the authority of Jackson County to refer matters to the Iowa Department of Natural Resources, the State Fire Marshal, the County Engineer, the County Health Department, law enforcement, or any other local, state, or federal agency having jurisdiction over the matter. Referral to another agency does not preclude Jackson County from also pursuing enforcement under this ordinance.

Section 17. Miscellaneous Provisions

A. Non-Transferability
Any Conditional Use Permit or zoning permit issued under this ordinance is specific to the approved applicant, owner, operator, and project site, and shall not be transferred or assigned without prior written approval by the Zoning Administrator, or by the Board of Adjustment where required under the Jackson County Zoning Ordinance.

B. Conflict of Regulations
This ordinance shall be applied in coordination with other applicable federal, state, and local requirements. Where a conflict exists, the controlling authority shall govern.

C. Severability
If any section, clause, or provision of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance.

D. Periodic Review
The County shall review this ordinance at least every three (3) years, and may update it sooner as needed, to ensure continued alignment with evolving technologies, public infrastructure considerations, and applicable state and federal requirements.

E. Referenced Standards
Any reference in this ordinance to a statute, administrative rule, or technical standard—including but not limited to the Iowa Code, Iowa Administrative Code, NFPA, ANSI, IEC, or IDNR rules—shall mean the version in effect at the time of application, unless a specific edition or date is expressly stated. Where a successor or

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equivalent standard exists, the County may accept compliance with the successor/equivalent standard upon a determination that it provides equal or greater protection and enforceability.

F. Owner and Operator Responsibility for Costs

Unless otherwise expressly provided in this ordinance, all costs associated with application preparation, technical studies, design, installation, utility extensions or upgrades, testing, monitoring, reporting, maintenance, remediation, decommissioning, restoration, and compliance with this ordinance shall be the responsibility of the facility owner and operator, jointly and severally, and shall not be borne by Jackson County.

G. Conditions of Approval; More Restrictive Standard Controls.

Where a condition of approval, approved site plan, approved study, recorded agreement, agency requirement, or other applicable law imposes a more restrictive requirement than this ordinance, the more restrictive requirement shall govern.

H. Other Permits, Approvals, and Private Obligations.

Approval under this ordinance does not relieve the facility owner, operator, applicant, or property owner from obtaining any other required local, state, or federal permits, licenses, registrations, approvals, inspections, or authorizations. Approval under this ordinance also does not relieve the owner or operator from compliance with private covenants, easements, lease terms, deed restrictions, utility agreements, or other private obligations applicable to the property.

I. Public Records and Confidential Information.

Application materials, studies, reports, plans, correspondence, and approvals submitted under this ordinance may be subject to Iowa public records laws. If an applicant believes any submitted material is confidential or protected from disclosure, the applicant shall clearly identify the specific material and the legal basis for the claimed protection at the time of submittal. Jackson County does not guarantee confidential treatment of submitted materials except as required or allowed by law.

J. No County Warranty or Assumption of Liability.

Approval under this ordinance shall not be construed as a warranty or representation by Jackson County that the facility is safe, suitable, profitable, properly engineered, compliant with private agreements, or compliant with all non-zoning laws. The facility owner and operator remain solely responsible for design, construction, operation, maintenance, compliance, decommissioning, restoration, and all costs and liabilities associated with the facility.

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Prepared by Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
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Return to Amanda Brown, Auditor's Office

LINN COUNTY ORDINANCE # _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA BY MODIFYING PROVISIONS IN CHAPTER 107: ARTICLE VII SECTION 107-131 REGARDING DISTRICTS AND DISTRICT BOUNDARIES, ARTICLE VII SECTION 107-151 REGARDING EU-3 EXCLUSIVE USE THREE LARGE-SCALE DATA CENTERS DISTRICT, ARTICLE VIII SECTON 107-147-1 USE TABLE, AND ARTICLE IX SECTION 107-180 REGARDING DEFINTIONS RELATED TO DATA CENTERS

BE IT ORDAINED by the Board of Supervisors, Linn County, Iowa as follows:

SECTION 1. SUBSECTION ADDED. Chapter 107, Article VI, Section 107-116 Standards for Industrial Uses § (e) is hereby added to read as follows:

(e) *Small-Scale Data Center and other similar uses*. Small-scale data centers and other similar uses shall meet the requirements found in Section 107-151 § (d) through (m) of this chapter.

SECTION 2. SUBSECTION MODIFIED. Chapter 107, Article VII, Section 107-131 Districts and District Boundaries § (b) is hereby amended to include the EU-3 Exclusive Use District as follows:

(19) EU-3 Exclusive Use Three, Large-Scale Data Center District

SECTION 3. SECTION ADDED. Chapter 107, Article VII, Section 107-151 EU-3 Exclusive Use Three, Large-Scale Data Center District is hereby added to read as follows:

(a) *Purpose*. The purpose of the EU-3 Exclusive Use Three, Large-Scale Data Center District is to provide a clear, comprehensive, and predictable regulatory framework for the siting and operation of large-scale data centers within unincorporated Linn County. Large-scale data

centers are characterized by substantial long-term demands on public infrastructure, including electrical power, water supply, transportation systems, and emergency services, as well as potential impacts on surrounding land uses and environmental resources. This district is intended to ensure that such facilities are evaluated, located, and developed in a manner consistent with the Comprehensive Plan; that their infrastructure and operational impacts are appropriately reviewed and mitigated; and that the County can fulfill its long-term fiscal, infrastructure, and community responsibilities associated with hosting generational infrastructure facilities.

(b) Principal permitted use.
  (1) Large-scale Data Centers.

(c) Accessory Uses.
  (1) Battery energy storage systems (BESS).
  (2) Solar arrays and other similar on-site renewable power generation systems.
  (3) On-site standby or backup power generation.
  (4) Electrical substations, switchyards, or power distribution equipment.
  (5) District energy or microgrid infrastructure.
  (6) Water treatment and recycling facilities.
  (7) Office, maintenance, and employee support facilities incidental to the data center.

(d) *Major site plan required*. A major site plan shall be submitted and reviewed prior to the approval of a large-scale data center. A large-scale data center shall require rezoning to the EU-3 zoning district, unless already located within such EU-3 zoning district.

(e) *Additional information*.
  (1) The following information shall be submitted on the major site plan, or in narrative form, supplied by the applicant with any application for rezoning to the EU-3 zoning district:
    a. Legal description of all properties leased and/or owned, that are identified to be part of the project area;
    b. A description of the project including development timeline, location of buildings, parking, approximate number of employees;
    c. *Water Study*. A water study shall be submitted demonstrating that sufficient water resources are available to support the proposed use as described in Section 107-151 § (n)(1) below.
    d. *Economic Development Agreement*. The applicant shall enter into an Economic Development Agreement ("EDA") with the County, approved by the Board of Supervisors as described in Section 107-151 § (o) below.
  (2) The following information shall be submitted prior to issuance of the first building permit for the data center:
    a. Planned location of underground or overhead electric lines, grid interconnection points, project entrances, staging areas, and access roads required during construction and post construction;
    b. *Waste Management Plan*. A Waste Management Plan detailing how construction waste will be handled during the construction period. The plan shall include:

i. Estimated volumes and types of materials to be generated.

ii. Identification of materials proposed for recycling, salvage, or reuse.

iii. Designated recycling and disposals facilities.

iv. Procedures for on-site material separation and storage.

v. Documentation requirements demonstrating final disposal or diversion;

c. Written verification from their proposed power provider that the applicant has calculated the maximum planned electrical consumption of the proposed use and has verified the utility supply and related electrical infrastructure is sufficient to accommodate the applicant's proposed use;

d. *Lighting Plan*. A lighting plan shall be submitted providing details of the light spread and intensity diagrams, fixture specifications and mounting height details. Any lighting used for outdoor illumination on the property shall be full-cutoff fixtures so that light does not shine upward nor adversely impact adjoining property.

e. A description of a backup power plan describing the fuel source and expected usage of any standby, backup, or temporary power generation systems. The plan shall identify the anticipated number and size of generators or other power units, anticipated testing frequency and duration, anticipated noise and emission control measures, and anticipated fuel storage or delivery methods. The plan shall demonstrate the data center will comply with all applicable local, state and federal permitting requirements.

f. *Road use agreement*. An approved Road Use Agreement containing the information and conditions specified in section 107-151§ (k) below is required before the start of construction.

g. *Pre-construction noise analysis*. Completed analysis shall be submitted in accordance with 107-151§ (l) below.

h. *Water Use Agreement.* The applicant shall submit a water use agreement to govern ongoing coordination between the applicant and the County regarding water use during operation of the facility as described in Section 107-151 § (n)(2) below.

i. *Emergency Response Plan*. The applicant shall submit an emergency response plan as described in Section 107-151 § (p) below.

j. Site and structure requirements, including:

i. Stormwater management plan;

ii. Stormwater pollution prevention plan;

iii. Erosion and sediment control plan;

iv. All Data Center production equipment (computers, servers, etc.) shall comply with Building Code requirements. Said structure(s) shall be placed on a permanent foundation.

(3) For any data center facility consisting of one or more buildings (whether constructed simultaneously or in separate phases), the applicant shall not be required to submit or resubmit the items referenced in sections 107-151 §(e)(2)(a)-(i) as to any building

or phase of buildings constructed after the initial building permit is issued, if such building or phase of buildings were contemplated on the relevant submission delivered under said sections 107-151 §(e)(2)(a)-(i) in connection with the first building permit issued for the data center and the scope and footprint of the project has not substantially changed from the time of initial submission.

(f) *Required setbacks*.

(1) 200 feet to property lines.

(2) 1,000 feet (measured from the closest outer wall of the closest building on the data center property) to the closest outer wall of a place of public assembly and to the property line of any residentially zoned property, including residentially zoned properties within city limits. The Board of Supervisors, in consultation with any impacted city, may reduce this setback with a majority vote. Impacted city means any city with residentially zoned property within 1,000 feet of the closest outer wall of the closest building on the data center property. "Residentially owned property" does not include properties in the agricultural, critical natural resources, commercial, or industrial zoning districts.

(g) *Street access*. The site shall have access to a hard surfaced road of sufficient capacity to accommodate the traffic that the use will generate, with continuous hard surfaced connection to a county arterial, or state or federal highway.

(h) *Access*. Vehicular access points shall create a minimum of conflict with through traffic movement.

(i) *Parking*. Parking and loading shall meet the standards in section 107-93 §(e).

(j) *Buffers*. Buffers shall be installed meeting the standards in section 107-93 § (d). In addition, lot frontage on a public street shall be separated from the edge of sidewalk or pavement by a landscaped yard of at least 20 feet in width, except where driveway accesses occur.

(k) *Avoidance and mitigation of damages to public infrastructure*.

(1) *Roads*. Applicants shall identify all roads planned to be used for the purpose of transporting equipment for construction, operation or maintenance of the data center and obtain applicable weight and size permits from the impacted road authority prior to construction.

(2) *Existing road conditions*. Applicant shall conduct and provide evidence of a pre-construction roadway conditions survey, in coordination with the Linn County Secondary Road Department, to determine baseline road conditions and authority. The survey shall adequately document all road, road right of way, and public drainage infrastructure conditions requested for use during all phases of construction. Applicants shall enter into a Road Use Agreement with Linn County Secondary Road Department that clearly details responsibilities for on-going road maintenance and dust control measures for all identified Linn County jurisdictional roads during all phases of construction. The Road Use Agreement may require certain applicant and county undertakings, including but not limited to providing financial assurance in the form of an irrevocable letter of credit, bond, cash, escrow, parent guarantee or other form of security or guaranty acceptable to Linn County. At construction completion, Applicant shall, unless otherwise provided in the applicable Road Use Agreement, conduct and provide evidence of a post construction roadway conditions survey, in accordance with the Road Use Agreement and in coordination with the Linn County

Secondary Road Department, to verify that road conditions, to the extent impacted by applicant's use in the construction of its data center, have been restored, as far as reasonably practical, to pre-construction conditions or as otherwise required by the Road Use Agreement.

(3) *Drainage system*. The applicant shall be responsible for repair of damage to public drainage systems stemming from construction, operation or maintenance of the data center. Applicant shall acknowledge any damage to public drainage systems and the responsibility for repair in a timely manner within 72 hours of damage discovery.

(4) *Road Use Agreement*. An approved Road Use Agreement containing the information and conditions specified in this section is required before the start of construction.

(l) *Noise Analysis*. No operating data center equipment shall produce decibel levels exceeding any of the following limitations, with the exception of initial construction and routine maintenance. Adequate setbacks and effective sound mitigating equipment shall be used to comply with these limitations:

(1) The average hourly noise level shall not exceed fifty-five (55) dBA or sixty-five (65) dBC as measured from the outer wall of any occupied structure within residentially zoned property adjacent to the proposed development. For property adjacent to the proposed development that is not residentially zoned, the average hourly noise level shall not exceed sixty-five (65) dBA or seventy-five (75) dBC as measured from the outer wall of any occupied structure. The average decibel limit is specific to source of the sound and does not count against cumulative ambient decibel levels as established in a baseline acoustic evaluation.

(2) Equipment testing, maintenance activities, and construction activities that generate elevated noise, including generator testing, shall be limited to the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise approved by the Zoning Administrator. County approval for excessive noise generation shall not be unreasonably withheld.

(3) The average hourly decibel level may be exceeded during short-term events such as severe windstorms.

(4) A pre- and post-construction noise evaluation shall be completed by a certified professional by the Institute of Noise Control Engineering (INCE), or a licensed Professional Engineer (PE) to verify compliance with the County's standards. The post-construction nose evaluation shall be completed after completion of all planned data center buildings at the end of construction (as defined in section 107-151(l)(5).

(5) Commencing on the fifth anniversary of the end of construction, as defined hereafter, and continuing every five years thereafter, for so long as the data center operates, a noise evaluation shall be completed at the operators expense by a certified professional by the Institute of Noise Control Engineering (INCE), or a licensed professional engineer (PE) to verify compliance with the county's standards in section 107-151(l)(1). Completion of all data center buildings, or end of construction, means the date on which all of the following have occurred: completion of construction of the data center or, in the case of a phased or multi-building campus, all buildings of the multi-building data center campus, and issuance of a certificate of occupancy for all related buildings; and the data center operator has communicated, in writing, to the Zoning Administrator that it has completed the data center campus; provided, that, if all construction has stopped on the property for more than six (6) consecutive calendar months, other than due to delays by the

County in processing related permits or approvals, then "end of construction" as used herein shall be deemed to have occurred as of the last day of such calendar month. This six-month time frame may be extended by the Zoning Administrator.

(6) The owner(s) of adjacent property may voluntarily agree, by written and recorded waiver, to a higher average hourly decibel level than those allowed within this subsection.

(m) *Confidentiality and Open Records Compliance*. If an applicant submits information it believes to be a trade secret or otherwise confidential under Iowa Code Section 22.7 the applicant shall clearly identify such information at the time of submittal and provide the County with a written basis under Iowa Code Section 22.7 of why any and all information provided to the County is marked confidential. The County will treat such information in accordance with the Iowa Open Records Act, including the exemptions provided under Iowa Code Section 22.7, as amended. The County may disclose such information to staff or contracted reviewers solely for the purpose of evaluating compliance with this ordinance, subject to applicable confidentiality obligations. Notwithstanding this subsection, applicant acknowledges and understands that the County may only legally keep information confidential pursuant to Iowa Code Section 22.7.

(n) *Water Supply and Sustainability Review*. Approval for large-scale data center projects shall be conditioned on the applicant demonstrating there is sufficient reliable water supply to meet all projected water demands without undue adverse impacts on existing users, aquifers, or watersheds. To demonstrate this, the applicant must comply with the following requirements:

(1) As part of any application for rezoning, special use permit, or other discretionary land use approval for a data center, the applicant shall submit a Water Study. The purpose of this plan is to demonstrate, at a planning-level, that sufficient water resources are available to support the proposed use without causing undue adverse impacts to existing water users, groundwater resources, or surface water systems. The plan shall describe the proposed water source(s), anticipated ranges of water demand, assumptions regarding cooling technologies, efficiency measures, system reliability considerations, and general contingency approaches for water supply interruptions or emergencies. The plan shall be prepared by a qualified professional and shall contain sufficient information to allow the County, reviewing bodies, and the public to understand and evaluate the potential water impacts of the proposed use.

(2) Prior to issuance of any building permit for a data center, the applicant shall enter into a Water Use Agreement with Linn County. The purpose of the Water Use Agreement is to govern ongoing coordination between the applicant and the County regarding water use during operation of the facility. The agreement shall address, at a minimum, water use monitoring, reporting frequency, data sharing protocols, and verification of compliance with applicable permits and approvals. The agreement may also include provisions addressing response procedures during periods of water supply constraint, drought, emergency conditions, or other circumstances in which water use reductions or operational adjustments may be necessary to protect public health, safety, or existing water users. The Water Use Agreement may include additional terms related to adaptive management, mitigation measures, and enforcement as determined appropriate by the County and Applicant. The Water Use Agreement shall also require the Applicant to demonstrate coordination with the Iowa Department of Natural Resources (IDNR) regarding applicable water use

permits, interference mitigation procedures, monitoring obligations, and compliance procedures.

(o) *Economic Development Agreement.* Prior to or contemporaneously with the rezoning to the EU-3 zoning district, the applicant of a large-scale data center shall enter into an Economic Development Agreement ("EDA") with the County, approved by the Board of Supervisors. The purpose of the EDA is to establish ongoing cooperation between the County and the project operator, a description of any incentives that the project operator will receive (subject to the terms of the EDA), and to provide ongoing contributions that advance the County's fiscal, infrastructure, and community goals related to hosting large-scale data center facilities. The County shall retain full reasonable discretion to determine the form, structure, and use of funds or benefits provided under any EDA. At a minimum, the agreement shall provide for the creation of a Community Betterment Fund or similar mechanism to support public infrastructure, services, environmental protection, workforce development, or other community benefits, as determined by the Board of Supervisors. Additionally, as part of the EDA, the applicant shall consider implementing a Property Value Protection Plan. The purpose of the Property Value Protection Plan is to address potential impacts to nearby residential property values associated with the development and operation of the data center Nothing in this section shall limit the County's authority to negotiate terms appropriate to the scale, location, and nature of a specific project, or to enter into separate agreements addressing road use, infrastructure improvements, or other matters related to the development of the large-scale data center.

(p) *Emergency Response Plan*. The applicant shall submit an emergency response plan prior to any ground disturbance at the project site detailing the planned response actions that will be taken by facility representatives in the event of an emergency. These actions are intended to minimize health risks to personnel and people in the surrounding community, as well as minimize adverse impacts to the environment.

1. The plan shall include, but is not limited to, a detailed narrative of response procedures and the facility representatives responsible for management of the following plausible contingencies that could occur at the facility: natural disaster/severe weather, fire, security incident, capacity/transmission, environmental, chemical, pipeline (if applicable), and medical. It shall include procedures for a site evacuation, designated egress routes and emergency staging areas.
2. The plan shall include a stand-alone section detailing the emergency response protocols specific to battery energy storage areas (if applicable).
3. The plan shall be developed in coordination with local first responders, Linn County Emergency Management & Linn County Public Health personnel.
4. Notwithstanding anything in this section to the contrary, the applicant may redact confidential or proprietary information from any submission hereunder.

(q) *Notification Requirements*. To assist in providing adequate notice to interested parties, the applicant for a rezoning to the EU-3 District shall:

(1) Within 14 days of filing the rezoning application with the planning and development department, mail a notice via first class mail to property owners and tenants within 1,000 feet of the subject site explaining the request and identifying the subject property.

(2) Prior to the application being heard at the planning and zoning commission meeting, the applicant shall host a public informational meeting held at a location reasonably accessible to all identified property owners. Applicants must mail a notice of the public informational meeting via first class mail to property owners and tenants within 1,000 feet of the subject site.

a. Applicants must submit a list of the property owners and tenants contacted, a copy of the notice sent, and a notarized affidavit stipulating to the mailing to the planning and development department.

SECTION 4. SECTION MODIFIED Chapter 107, Article VII, Section 107-147-1 Use Table is hereby amended to read as follows:

Transportation and Utility Uses		STD	AG	RR 1/2/3	VR	VM	USR	USR-MF	HC	GC	I	CNR	MH
Utilities	Utility generating plants and facilities (except wind farms, utility scale solar, gas-fired electric generating facilities, and nuclear energy generating facilities)		C						C	C	C		
	Gas-fired electric generating facilities, nuclear energy generating facilities and nuclear waste storage	See article VII, EU-2 Gas-Fired Electric Generating Facilities, Nuclear Energy Generating Facilities and Nuclear Waste Storage District											
Industrial		STD	AG	RR 1/2/3	VR	VM	USR	USR-MF	HC	GC	I	CNR	MH
Data Centers	Small-scale data center	107-116 (e)	C							C	C		
	Large-scale data center	See article VII, EU-3 Large-Scale Data Center District											

SECTION 5. SECTION MODIFIED. Chapter 107, Article IX, Section 107-180 Definitions is hereby amended to add the following definitions:

Data center means a facility consisting of one or more buildings (whether constructed simultaneously or in separate phases) used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data

storage and operations. Data center includes commercial cryptocurrency mining operations and processing.

Small-scale data center means a data center that has an electrical design capacity of 20 MW or less, and that uses less than 50 gallons per minute of water or less on an annualized basis. For the purposes of determining compliance with power and water usage thresholds in this ordinance, all data center buildings that are part of a phased or multi-building campus shall be evaluated in the aggregate, regardless of whether such buildings are constructed simultaneously or in separate phases.

Large-scale data center means a data center that has an electrical design capacity greater than 20 MW or that uses more than 50 gallons per minute of water on an annualized basis. For the purposes of determining compliance with power and water usage thresholds in this ordinance, all data center buildings that are part of a phased or multi-building campus shall be evaluated in the aggregate, regardless of whether such buildings are constructed simultaneously or in separate phases.

Places of Public Assembly means buildings or facilities where people gather for civic, educational, religious, or cultural purposes, including, but not limited to retirement and nursing homes, schools, childcare homes and centers, group homes, hospitals, detention facilities, or human service facilities, not including facilities allowed as an accessory use to the principal use in question.

SECTION 6. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 7. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 8. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 9. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

LINN COUNTY BOARD OF SUPERVISORS

_____

Kirsten Running-Marquardt, Chair

_____

Sami Scheetz, Vice Chair

_____

Brandy Z. Meisheid, Supervisor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

_____
Todd Taylor, Linn County Auditor

STATE OF IOWA
COUNTY OF LINN

This instrument was acknowledged before me on the _____ day of _____, 2026, by Todd Taylor as Linn County Auditor.

_____
Notary Public, State of Iowa

Planning & Zoning Commission on the 20TH day of JANUARY, 2026.

Public hearing and First consideration on the 4TH day of FEBRUARY, 2026.

Second consideration on the 16TH day of FEBRUARY, 2026.

Third consideration and final passage on the 18TH day of FEBRUARY, 2026.

Published in the Gazette on the _____ day of _____, 2026.

Braford County Planning Commission
Proposed Subdivision and Land Development Ordinance Amendment
Data Centers
Public Review and Comment Requested

The Bradford County Planning Commission is seeking public review and comments for a proposed Subdivision and Land Development Ordinance Amendment related to the regulation and installation of Data Centers. The Bradford County Planning Commission currently administers Subdivision and Land Development Regulations for 47 of the 51 municipalities within the County. The primary purpose of the ordinance is to provide for orderly development which protects the social and economic stability of the County while conserving the value of land and buildings thus promoting the greater health, safety and welfare of our citizens.

This ordinance amendment intends to address development issues related to Data Centers. The availability of resources has made places like Bradford County viable for Data Center location and current trends suggest development is likely to occur soon. The Planning Commission has attempted to provide a practical framework that addresses the known concerns of Data Center Development to allow for safe and harmonious development and to protect the public interest in advance of industry arrival.

The proposed ordinance amendment can be found on the Department of Community Planning & Mapping Services webpage at www.bradfordfordcountypa.gov or by calling the office at (570)268-4103.



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BRADFORD COUNTY SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AMENDMENT DATA CENTERS

1. **PURPOSE:** The purpose of this amendment is to provide for the development, construction, operation, and decommissioning of Data Center facilities in the County, subject to reasonable conditions that will protect the public health, safety, and welfare.

2. **APPLICABILITY:** This amendment applies to all land development plans which are provided for Data Center construction and operations which are filed after the effective date of this ordinance amendment.

3. **ARTICLE 2 SECTION 201– Definitions Adds:**
   - **A. Closed Loop Cooling System**– Designed to circulate water within a closed circuit, allowing it to absorb heat from equipment and then release that heat through a heat exchanger or cooling tower. This system minimizes water loss and reduces environmental impact by reusing the same water repeatedly.
   - **B. Data Center Campus Development** – A single parcel or group of parcels planned and developed as an integrated Data Center Facility.
   - **C. Data Center –** A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances and other associated components related to digital data operations. The facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at the Data Center.
   - **D. Data Center Accessory Use–** Ancillary uses or structures secondary and incidental to a Data Center use, including but not limited to: administrative, logistical, fiber optic, storage, and security buildings or structures; sources of electrical power such as generators used to provide temporary power when the main source of power is interrupted; electrical substations; utility lines, domestic and non-contact cooling water and wastewater treatment facilities; water holding facilities; pump stations; water towers; environmental controls (air conditioning or cooling towers; fire suppression, and related equipment), and security features, provided such Data Center Accessory Uses/structures are located on the same Data Center Campus. Accessory renewable energy systems including battery storage or on-site solar generations serving the Data Center are permitted.
   - **E. Data Center Electrical Substation–** A facility used for the transformation or transmission and/or switching of voltages to distribution voltages which switches circuits and distributes usable/consumable electric power, specifically for Data Center users on the same or adjacent site, or on a site immediately across a road right-of-way.
   - **F. Data Center Principal Building–** A building that contains the office and/or data storage functions of a Data Center.
   - **G. National Fire Protection Association (NFPA) –** The world's leading resource on fire, electrical, and related hazards, dedicated to eliminating loss through knowledge.
   - **H. Stationary Energy Storage System –** Large scale technologies designed to store electricity for later uses.

4. **ARTICLE 3 SECTION 302 – Land Development Plans Adds:**
   - **A. Data Center Site Development Criteria -** All Data Center Facility Proposals shall conform to the requirements set forth under Pre-application, Preliminary Plan and Final Plan Submissions in addition to the criteria outlined below and all other applicable sections contained within the Bradford County Subdivision and Land Development Ordinance.

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5. DATA CENTER FACILITY DEVELOPMENT PLAN DATA AND RELATED ITEMS:

A. Plan Requirements - Land Development Plans Shall Contain the following, in addition to applicable provisions of these regulations.

i. A narrative describing the proposed Data Center facility, including an overview of the project location; the number of buildings, and proposed power and water consumption plans.

ii. A copy of the lease or sale agreement document, less financial compensation terms for any property not directly owned by the investor.

iii. A copy of permits, licenses or approvals from any governing body or regulatory agency having jurisdiction applicable to the intended use of the facility.

iv. System impact study for power, water, and sewer connection effects on the local area.

B. Setbacks - All data center principal buildings, accessory structures, and Data Center Electric Utility substations shall maintain the following setback distances:

i. Property lines, road rights of way - 40 feet from all adjoining properties and public road right of way.

ii. 300 feet from any existing occupied buildings

C. Parking Requirements - A minimum of 1 parking space per employee on the largest shift is required, plus an additional 3 visitor spaces.

D. Negative Impacts - Any use or activity producing air, dust, smoke, glare, exhaust, heat, or humidity in any form shall be carried out in accordance with any applicable environmental regulation or local law.

E. Power - The applicant shall provide written verification from the applicable service provider stating the following:

i. Adequate capacity is available on the applicable supply lines and substation to ensure that the capacity available to serve the other needs of the service area is consistent with the normal projected load growth envisioned by the provider;

ii. Utility supply equipment and related electrical infrastructure are sufficiently sized and can safely accommodate the proposed use;

iii. Any system designed for cooling and operation of the facility (electricity, water, or other means) shall be adequate and will not negatively impact the surrounding region,

iv. The use shall not cause electrical interference or fluctuations in line voltage on and off the operating premises.

F. Lighting – A lighting plan shall be provided with the Land Development Plan.

G. Perimeter Fencing/Security - Any battery storage, electrical substation, electric generation, or fuel storage cache, shall be surrounded by security fencing and shall be a minimum of eight feet in height above ground and shall be of high-quality design and materials.

H. Power Lines and Data Center Electric Utility Substations

i. Data Center Electric Utility Substations must include year-round opaque landscaping or a screen wall a minimum of eight feet in height to minimize visual impact.

ii. Electric Utility Substations or power generation equipment on the same property as the Data Center they serve must be located on the side or rear of a Data Center Principal Building so they are screened from public view and must not be in a required front yard. On-site substations do not require a buffer or screening between the Data Center Principal Building and the substation

iii. Burying power lines serving the property is strongly encouraged.

iv. The Data Center Electric Utility Substation shall be setback 40 feet from all adjoining properties lines and roadways and 300 feet from any existing occupied buildings.

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I. On-site Power Generation

i. On-site or behind the meter generation using natural gas, renewable fuels, or other clean sources when used to improve reliability, efficiency, or sustainability is permissible. All systems shall meet environmental, safety, and utility interconnection standards.

J. Local Emergency Services and Planning –

i. The Applicant shall provide a copy of the project summary and site emergency response plan to the local emergency services, including paid or volunteer Fire Departments, Emergency Medical Services, County Emergency Management Agency and 911 Communications for the associated Public Service Answering Point (PSAP) within 30 days of the start of operations.

ii. The applicant shall procure a valid 911 Physical Address for each building on the site from the Bradford County 911 Communications Center – GIS Division and said address shall be posted clearly at the entrance to the facility along with an emergency contact number and site name.

iii. Each Data Center operation shall provide 24-hour emergency contact signage visible at the access entrance. Signs shall include the company name (if applicable), the owner/representative's name, the telephone number, and the corresponding local power company's name and telephone number.

iv. The applicant shall coordinate with the Bradford County Emergency Management Coordinator and 911 Director to ensure there is adequate radio coverage for emergency responders within the building based upon the existing coverage levels of the county Public Safety Radio Communications System at the exterior of the building and shall install enhancement systems as needed to meet compliance.

v. When required, Enhancement Systems shall be installed and maintained at the expense of the developer.

vi. It shall be confirmed that the local emergency departments have the proper chemicals/supplies in the event of a fire emergency.

K. Buffer Yards and Screening - All Data Center operations shall provide buffer yards and screening along all property boundary lines, except for areas of ingress and egress into the site.

i. Service Areas – A suitable vegetative screen or landscaped buffer strip of at least 10 feet wide, shall be provided by the developer along all property lines separating the Data Center or Data Center Campus from adjacent uses.

ii. Mechanical/Electrical Equipment Screening - Ground-Mounted

a. Ground-mounted equipment adjacent to and serving the Data Center Principal Building shall be completely screened behind an opaque wall or fence. When the equipment is located between buildings, a combination of walls and gates may be used at the openings between buildings.

b. When in or adjacent to an industrial use, ground-mounted equipment screening is only required from any existing or planned public road.

c. Ground-mounted equipment is prohibited in any required setback.

L. Community Impact Analysis - The applicant shall provide a community impact analysis that shall include:

i. A narrative description of the nature of the on-site activities and operations, including the market area served by the facility, the hours of operation of the facility, the total number of employees on each shift, the times, frequencies, and types of vehicle trips generated, the types of materials stored and the duration period of storage of materials.

ii. A site plan of the property indicating the location of proposed improvements, flood plains, wetlands, and waters of the Commonwealth.

iii. Evidence that the disposal of materials will be accomplished in a manner that complies with state and federal regulations.
iv. An evaluation of the potential impacts of the proposed use, both positive and negative, upon:
    a. Emergency services and fire protection,
    b. Water supply/Sewage disposal,
    c. Solid waste disposal
    d. Traffic Impact Study
v. The applicant shall provide a community impact analysis to demonstrate consistency with County and Local Comprehensive Plans. The plans shall include the following elements:
    a. Housing Plan: Aims to meet current and future housing needs including accommodation for all income levels and varied housing types.
    b. Transportation Plan: Addresses the circulation, including public transit, roads and pedestrian connectivity.
    c. Community Facilities and Utilities Plan: Plans for public/private services like water, sewage, waste management, parks, schools, and emergency services.
    d. Natural and Historic Resources Plan: Protects natural resources, water, wetlands, floodplains, and historic sites.
vi. The applicant shall further furnish evidence that the impacts generated by the proposed use fall within acceptable levels, as regulated by applicable laws and ordinances.

M. Water and Sewer

i. If the proposed development is served by a public water supply and/or public sewage system, the applicant shall submit documentation from the public authority certifying that the public authority will supply the water needed and the sewage system can accept the additional flow.
ii. If the proposed development is to rely upon nonpublic sources of water, the applicant shall provide written approval from the authorized Federal, State, and/or local agency having jurisdiction over the proposed water supply source or sewage treatment system.

6. <u>SECTION 6 – Decommissioning</u> - A decommissioning plan that ensures the return of all participating properties to a useful condition, including removal of above-surface facilities and infrastructure that have no ongoing purpose, shall be provided by the applicant. The decommissioning plan shall include, but is not limited to:

A. Financial assurance in the form of a bond, A parent company guarantee, and/or an irrevocable letter of credit, or cash, to be determined by the applicant

i. The amount of the financial assurance shall not be less than the estimated cost of decommissioning the facility, after deducting salvage or recycling value;
ii. The amount of financial assurance shall be calculated by a third party with expertise in decommissioning, hired by the applicant and reviewed by the county engineer.
iii. In no event shall the security be less than 125% of the estimated cost of decommissioning.
iv. The owner shall provide a new estimate of the cost of decommissioning every five years thereafter and increase its security if the cost increases.
v. The County is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the county's right to seek reimbursement from the owner or owner successor for decommissioning costs in excess of the amount deposited in the account and to file a lien against any real estate owned by the owner or owner successor, or in which they have an interest, for the amount of the excess, and to take all steps allowed by law to enforce said lien.

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7. **SECTION 7 – Administration and Enforcement**
   - **A. Applications**
     i. Applications shall document compliance with The Bradford County Subdivision and Land Development Ordinance as amended and shall be accompanied by drawings showing the location of the Data Center or Data Center Campus, including all buildings and property lines.
     ii. Enforcement remedies may be pursued if the Data Center or Data Center Campus, whether new or preexisting, is moved or otherwise altered, in a manner which causes the Data Center not to be in conformity with this Ordinance.
     iii. The Data Center must be properly maintained and be kept free from all hazards, and unsafe conditions detrimental to public health, safety or general welfare.
   - **B. Fees and Costs**
     i. The Applicant shall pay all land development application fees and engineer review fees when seeking approval of a Data Center under this Ordinance.
     ii. All fees shall be paid before final approval is granted.

8. **SECTION 8 – Servability**
   - **A.** If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance.
   - **B.** It is hereby declared as the intent of the Bradford County Commissioners that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof had not been included herein.

9. **SECTION 9 – Effective Date**

The Bradford County Saldo Amendment for Data Centers shall become effective _____. This Ordinance shall apply to all Data Center Plans submitted on or after the effective date.

DULY ADOPTED AND ENACTED, by the Board of Commissioners of the County of Bradford, this____day of_____, 2026, in lawful session duly assembled.

Bradford County Board of Commissioners:

_____

Daryl Miller

_____

Doug McLinko

_____

Zachary Gates

Attest:_____
Christopher Gabriel, Solicitor

Witnessed:_____
Michelle Shedden, Chief Clerk

DRAFT

Kentucky Resources Council

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MODEL DATA CENTER SITING ORDINANCE[1]
Version 1.4

Introduction and Background

In response to the increasing public concern regarding the pace and scale of development of data centers in Kentucky, and the lack of readily-available tools to help guide revision of local land use planning and zoning ordinances to address the unique issues associated with large data center development and operation, the Kentucky Resources Council (KRC) has developed this Model Data Center Zoning Ordinance to assist localities in adopting provisions to regulate the siting of data centers in their communities.[2] KRC's Model Data Center Ordinance is based upon a review of best practices from across the United States and is tailored to meet the unique needs of Kentucky, with the twin goals of facilitating appropriate siting and responsible operation of data centers within the built and natural environment, and of protection of the correlative rights of landowners and communities to the use and enjoyment of their lands and the quality of life of their neighborhoods and communities.

Each of Kentucky's 120 counties are unique, and planning and zoning should be tailored to meet and guide current development and future planning aspirations of the county's residents. This model ordinance offers a "menu" of options in certain areas, in order to allow local officials, informed by input from county residents throughout the ordinance development process, to select and adopt the options that best meet the needs and future land use plans and visions of those communities.

Data centers and data center development have recently become a concern across the country, as the development of new "artificial intelligence" tools has multiplied the demand for computer processing power, and correlative energy, water, and other resource needs. At its base, a data center is a warehouse filled with racks of computer servers, often running all hours of the day and night. As the size of data centers have grown, so has the need for ancillary equipment and resources both on- and off-site. On-site, a data center also

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[1] This ordinance was developed for consideration and use by communities in the Commonwealth by the Kentucky Resources Council, Inc. As KRC receives feedback from users, and as best practices are modified, the model ordinance will be revised and reissued. Feedback is welcome to hello@kyrc.org.

[2] For those communities without planning and zoning, KRC is developing a parallel ordinance relying on the home-rule authority of counties recognized under KRS 67.083.

now commonly includes large amounts of cooling equipment, such as cooling towers, fans, and chillers. In addition, they also contain significant on-site backup or "behind-the-meter" power generating equipment, such as diesel generators, gas turbines, and battery energy storage systems.

To place the energy use of a typical data center in context, a currently proposed data center in Louisville, Kentucky is planned at 525 MW. For an 85% capacity factor (proposed monthly average to qualify for a data center tariff), it would consume 3.90 TWh/year. This is only slightly less than LG&E's 2023 total residential sales of 3.92 TWh, and would be more than 25% of the LG&E total (across all classes) winter coincident peak of 2,011 MW in 2022/23, or 20% of their summer peak of 2,639. This means potentially that much backup generation capacity on-site, as well.

Common concerns of communities around data centers include:

- Noise, both from computer cooling systems and backup generation;
- Localized pollution, such as releases of contaminated cooling water to the air as vapor or to local waterways;
- Energy and water consumption, and indirect impacts of that consumption on other utility customers' bills.

The first two issues are primarily the concern of local regulation, including through planning & zoning. The last is primarily the concern of utilities and utility regulators, such as the Kentucky Public Service Commission (PSC) and local governments with municipal utilities not regulated by the PSC.

The KRC Model Ordinance requires a conditional use permit, in addition to limiting the location of data centers to industrial zones, believing that the flexibility accorded through the requirement of a conditional use permit allows the imposition of case-specific conditions as necessary to integrate the proposed use into the existing environment and to fully protect correlative rights of others.[3] Some zoning ordinances in other states have allowed Data Centers as uses of right in industrial zones, and a few in commercial zones.

[3] KRS 100.203(5) provides that a zoning ordinance may provide for a planning commission, rather than a board of adjustment, to hear an application for a conditional use permit in conjunction with a zoning map amendment. In counties with consolidated local governments, the imposition of binding requirements, provisions, restrictions, and conditions, and promises or agreements by an applicant can be accomplished through binding elements on approval of land development plans or subdivision plans. KRS 100.403(4). For other counties, because there is no explicit authority in KRS Chapter 100 for imposition of binding elements, in order to provide a clear path applicable to all counties, the model utilizes KRS 100.203(5) and the authority to, by conditional use permit, impose "restrictions on location, size, extent, and character of performance" of the use, KRS 100.111(6); KRS 100.237.

Since the siting of data centers and evaluation of the impact of large-scale conversion and dedication of land is a matter that is outside of the routine and typical experience of most planning commissions, this model ordinance recommends creation of a new variant of industrial land use, a requirement for obtaining a Conditional Use Permit (CUP), and inclusion of a requirement that the Conditional Use Permit (CUP) application include a fee sufficient to allow the Planning Commission to secure an independent review of the application.[4] Such expert review serves two important functions: assuring access to expertise to assist in review of proposals to rezone and requests for conditional permits to support siting and operation of data centers in already-zoned areas, and elevating public confidence in the sufficiency and accuracy of submitted information, analyses, and plans.

The CUP process that KRC has proposed tracks closely with the site assessment review required of merchant electric generating plants under Kentucky's Electric Generation and Transmission Siting Board. This is intentional, since:

- Data centers are often conceived and designed to co-locate with generation sources that are either not grid-tied or which are not utility-owned or operated, and which propose to generate electricity for the data center operations. While such electric generating facilities have a footprint that is virtually indistinguishable from "merchant" power plants regulated under the Electric Generation and Transmission Siting Law, such power sources may fall outside of that law currently because they are not intended to generate electricity for *sale* into the wholesale market.
- Even for those data centers that do not propose a separate or independent primary source of electricity, many propose back-up generators that have potential off-site consequences akin to some merchant electric generating units, justifying a similar review and requirement for mitigation.

KRC supports the recommendation of the AI Task Force that the 2026 General Assembly should consider legislative policies for the location of data centers in Kentucky including minimum requirements for location and collaboration among local, state, and private entities.

KRC believes that any state legislative enactment establishing minimum location requirements should respect the primary role of local governments in land use regulation, and in the exercise of home rule powers to regulate commerce for the protection of public health and welfare. The addition of large-load entities such as data centers, with or without on-site generation, can dramatically impact the existing electricity grid and existing ratepayers, and integration of new large load customers raises significant issues that must be addressed comprehensively in order to protect the technical, functional, and economic integrity of the electric generation and transmission infrastructure in Kentucky. Therefore, KRC recommends that the existing statutes governing Electric Generation and Transmission

[4] The fee amount could be set based on either a survey of typical costs or competitive request for proposals by consultants to undertake such a review.

Siting be amended to include Data Centers and all related non-utility transmission infrastructure within the purview of the siting board review process. Additionally, Data Centers with any on-site power generation that is grid-tied and capable of selling power into the grid at wholesale, be obligated to obtain a construction certificate from the Kentucky State Board on Electric Generation and Transmission Siting (whether it is currently selling such excess power or not).

What follows is the text, including footnotes, of the Model Data Center Zoning Ordinance.

AN ORDINANCE RELATING TO THE LOCATION, OPERATION, AND DECOMMISSIONING OF DATA CENTERS

Section 1. Intent

(1) The purpose of this ordinance is to facilitate appropriate location, development, construction, installation, and decommissioning of Data Centers in [city/county] in a predictable manner that promotes and protects the safety, health, and welfare of the community.

(2) This Ordinance and the standards and requirements established herein are intended to define and regulate Data Centers in order to minimize impact on adjacent and surrounding properties; to ensure compatibility with other adjacent and surrounding land uses; to protect environmental resources, and to assure that the correlative rights of landowners and lessors owning or leasing and hosting Data Centers are balanced with those of neighboring land and communities; and to assure that the location, construction, operation, and decommissioning of Data Centers are undertaken in a manner that integrates the use into the surrounding built and natural environment.

(3) The appropriate location, construction, and operation of Data Centers considers, avoids to the extent possible, minimizes, and mitigates any unavoidable adverse impacts to residential properties; neighborhoods; commercial areas; community and institutional buildings; land, air, and water resources; prime and productive agricultural lands; forests and woodlands; threatened and endangered species and critical habitat; and historic, natural, and sensitive lands. Standards and planning requirements are established to ensure that the use and enjoyment of lands located adjacent to and in the proximity of the Data Centers are fully safeguarded.

(4) The requirements of this Ordinance are intended to be supplemental to any safety, health, or environmental requirements of federal, state, or local laws, and regulations.

Section 2. Definitions

(1) *Commission means the _____ Planning Commission.*

(2) *Data* means any information, whether digital, electronic, optical or quantum, that can be collected, stored, processed, or transmitted.

(3) *Data Center* means a facility used primarily for the storage, management, processing, or transmission of data and includes, but is not limited to, buildings designed to accommodate computer servers, storage systems, or specialized computing hardware. A Data Center includes a Data Center principal use/structure, any Data Center accessory use/structure, and Data Center energy system. Examples of these facilities and uses include (but are not limited to) crypto processing, commercial cryptocurrency mining (bitcoin mining), artificial intelligence training and/or processing, and cloud-computing.

(4) *Data Center Principal Use/Structure* means any structure or building that is used primarily for the storage, management, processing, or transmission of data which includes, but not limited to, any building designed or used to accommodate and house computer servers, storage systems, or specialized computing hardware.

(5) *Data Center Accessory Use/Structure* means any structure or building that supports the operation of a Data Center, is located on the same tract or assemblage of adjacent parcels and is developed either as a unified development of or in further support of a Data Center. The category includes but is not limited to administrative, logistical, fiber optic, storage, and security buildings or structures; air handlers; process water and non-contact cooling water and wastewater management and treatment facilities; water holding facilities; pump stations; water towers; environmental controls (e.g., air conditioning or cooling towers, fire suppression, and related equipment), water cooling and storage facilities, security features, and any other associated electric, gas, water, wastewater, and stormwater infrastructure to support operations at the property.

(6) *Data Center Energy Systems* means energy generation and storage systems, including electrical generators or engines, electric substations, back-up power generators, battery energy storage systems (BESS), used or intended to be used as sources of electrical power during normal operations, or as back-up temporary power when the main source of power is interrupted; electric transmission and distribution lines; and pipelines. The category shall not include utility service facilities exempted under KRS 100.324. Information concerning such utility service facilities to be sited or extended on private property in support of a Data Center shall be provided to the Planning Administrator as part of any application.

(7) *Farmland of Statewide Importance* means a map unit identified by the Natural Resources Conservation Service identifying soils that nearly meet the requirements for prime farmland and that economically produce high yields of crops when treated and managed according to acceptable farming methods.

(8) *Noise level* means the maximum sound pressure level measured in both A-weighted decibels (dBA) and C-weighted decibels (dBC) at the property line.[5]

(9) *Prime Farmland* means a map unit identified by the Natural Resources Conservation Service of the United States Department of Agriculture as having the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is available for these uses.

(10) *Sensitive Use* means any residential dwelling, school, preschool, daycare center, in-home daycares, long term care facilities, retirement and nursing homes, community centers place of worship, public park, public or institutional buildings or facilities, hospitals or other medical care facilities, or agricultural operations.

(11) *Waste Heat* means heat generated as a byproduct of data center operations.

Section 3. Permitted Uses

A Data Center shall only be allowed in the Industrial Zoning District designed for such use and as a conditional use upon:

(1) Application for a zoning map amendment to reclassify the property on which the Data Center will be located as "Industrial – Data Center" and

(2) Issuance of a Conditional Use Permit by the Commission in conjunction with the requested map amendment.

Section 4. General Requirements Relating to Location of Data Centers

No Data Center shall be located:

(1) On lands with slopes over 20% or which are prone to flooding, soil or geologic instability.

(2) Where the disposal or release of any hazardous substance, pollutant, or contaminant from a Data Center could affect karst terrain.

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[5] The use of dBC accounts for low-frequency sound components, such as those generated by ventilation fans, cooling units, and similar equipment, which may add 10–20 decibels of additional perceptible noise beyond the A-weighted measurement.

(3) Where the structure or facility will restrict the flow of a 100-year flood, reduce the temporary storage capacity of the floodplain, or be placed in a manner likely to increase flood frequency, velocity, or heights so as to pose a risk or hazard to human health, property, wildlife, or land or water resources.

(4) In wetlands or within 50 feet of the boundary of any wetland.

(5) On prime farmland, or farmland of state importance.

(6) Where such facilities may cause or contribute to the taking of a threatened or endangered species or adversely affect critical habitat.

Section 5. General Requirements Applicable to Data Centers

These standards apply to all Data Centers.

A. Setbacks

Data Center principal, accessory, and energy systems structures or facilities, other than transmission and distribution powerlines, pipelines delivering electricity or natural gas to the property, and ingress/egress for road and rail traffic, shall be located:

(1) At least 500 feet from all outer perimeter property lines of the Data Center regardless of the zoning classification of the adjacent property. These setbacks shall not apply to property lines that are interior to a Data Center site.

(2) At least 1,500 feet from a Sensitive Use or the boundary of any Residential, Commercial, or Agricultural District.

(3) Any emission point or exhaust stack from a data center energy system whether for primary or backup power, shall be required to be at least one thousand (1,000) feet from the property boundary of any adjacent property and two thousand (2,000) feet from any Sensitive Use or the boundary of any Residential, Commercial or Agricultural District.

(4) Where necessary to comply with the noise limits provided in Subsection H of this Section at the exterior perimeter property boundary, due to site configuration, topography, and projected equipment noise, the Commission may require greater setback distance.

(5) The setback distance may be reduced up to 50% where the owner of the adjoining property to which the setback applies waives, in writing, the greater setback distance, and where buffering, fencing, or other landscaping is employed such that the noise levels are not exceeded at that property boundary.

B. Structure Height, Lot Coverage, And Impervious Surface

Maximum Building Height, Lot Coverage, and Impervious Surface shall be defined by the standards applicable to the Industrial zoning classifications or under general design standards.

C. Design Standards.

A Data Center shall be designed and constructed with these considerations.

(1) All principal and accessory structures and energy systems associated with a Data Center shall be arranged, designed, and constructed to be harmonious and compatible with the site and with the surrounding properties. In general, Data Centers that visually approximate commercial office buildings are encouraged. Data Center Accessory Use(s)/Structure(s) should be located to the side or rear of the Data Center Principal Structure.

(2) Buildings shall be sited and oriented to minimize visual impacts of the bulk of the building when examined on a line-of-sight basis from adjacent public streets and Sensitive Uses.

(3) Provide safe and convenient vehicular access to the site, including sufficient on-site queuing areas at security gates and delivery, loading/unloading, and staging areas.

(4) Accommodate adequate parking at a minimum of one (1) space per employee on the largest shift and three (3) visitor spaces.

(5) Incorporate appropriate erosion control/stormwater management practices.

(6) House the equipment used in any Data Center in a metered, electrically grounded, and pre-engineered metal-encased structure with a fire rating designed to resist an internal electrical fire for at least thirty (30) minutes. The containment space shall contain baffles that automatically close in the event of fire, independent of a possible electric system failure.

(7) All building façades that face existing and/or planned public roads or face property zoned for residential use shall include these design features:

a. A change in façade surface to include building material, pattern, texture, color, accent materials at least every 150 horizontal linear feet.

b. Windows, doors, or similar fenestration, i.e. faux windows which shall be distributed both horizontally and vertically and comprise at least 30% of the façades.

c. At least one main entrance that projects or is recessed from the main building plane and is differentiated from the remainder of the building façade by a change in building material.

d. The main entrance of the building shall incorporate plantings a minimum of 50% of the length of the façade that must include a mix of evergreens, deciduous shrubs, grasses, or ferns. These plantings are in addition to any required buffers or landscaping requirements.

e. All loading and unloading areas, including overhead doors, shall be oriented towards the side or rear property lines away from public roadways. Loading docks are not permitted in the front or street side yards and shall not be oriented towards the front property line.

f. Varied materials, colors, and textures, particularly earthtones, are encouraged to create a high-quality and non-obtrusive design.

(8) All buildings must be constructed to minimize glare or reflection on adjacent properties and roadways and should use appropriate textured glass, anti-reflective coating, and screening. Data Center equipment may be ground mounted or roof top mounted.

(9) All ground mounted equipment, including generators, fuel storage tanks, and utility substations, are prohibited from the front yard. Ground mounted equipment shall be located on a side farthest from any type of residential zone use and are not permitted adjacent to any property with a Zoning District permitting residential use, an existing residential development, or residentially used property.

D. Emergency Contact Information.

Each Data Center shall provide 24-hour emergency contact signage visible at each access entrance. Signs shall include the company name (if applicable), the owner, operator, and/or representative's name, the telephone number, and the corresponding local power company's name and telephone number.

E. Lighting

(1) For the lighting of horizontal surfaces, such as, but not limited to, parking areas, roadways, vehicular and pedestrian passage areas, loading docks, building entrances, sidewalks, bicycle paths, and site entrances, luminaires shall be aimed down, and shall meet Illuminating Engineering Society of North America (IESNA) full cut-off/fully shielded criteria.

(2) For the lighting of non-horizontal surfaces, such as, but not limited to, facades, landscaping, and signs, luminaires shall be shielded and shall be installed and aimed to not project their output into the windows of neighboring residences, adjacent uses, past the object being illuminated, skyward, or onto a public roadway.

(3) The illumination measured line-of-sight and from any point on any external perimeter property line shall at no time exceed 0.1 footcandle.

(4) Vegetation screens shall not be employed to serve as the primary means for controlling glare. Rather, glare control shall be achieved primarily using such means as cutoff luminaires, shields and baffles, and appropriate application of luminaire mounting height, wattage, aiming angle, and luminaire placement.

(5) Luminaires shall not be mounted more than 20 feet above the finished grade of the surface being illuminated. No pole-mounted lighting on the roof shall be permitted.

(6) Lighting for parking areas and vehicular traffic ways shall be automatically extinguished nightly within ½ hour of the close of the facility. When after-hours site safety/security lighting is proposed, such lighting shall not exceed 25% of the number of fixtures required or permitted for illumination during regular business hours. Where there is reduced but continued onsite activity throughout the night that requires site-wide even illumination, the use of dimming circuitry to lower illumination levels by at least 50% after 11 PM or after regular business hours, whichever is earlier, or the use of motion sensor control, shall be permitted.

F. Buffering/Screening/Landscaping

(1) The setback area required under Section 5 A. of this Ordinance shall serve as a buffer zone between the Data Center and the outer property boundary.

(2) No Data Center structures or facilities may be constructed within the setback areas, provided that within the first hundred feet of the setback area measured from the outer perimeter of the Data Center at the beginning of the setback area, parking areas may be constructed and interior surface roads may be located.

(3) Any parking or roads constructed within the setback areas shall be bermed and vegetated to shield off-site areas from glare and other visual impacts associated with the interior vehicular travel and parking. Any landscape buffer shall include an earthen berm with a minimum height of four (4) feet and a grade no steeper than 2:1.

(4) Except as provided in subsections (2) and (3), no impervious surface is permitted within any landscape buffer except for access roads and sidewalks.

(5) All Data Center accessory structures and buildings and Data Center Energy Systems shall be fully screened on all sides from all existing and planned public roads as well as adjoining properties, utilizing a mixture of screening materials, berms, and landscaping. Screening can be accomplished using any combination of existing vegetation, a newly planted vegetative screen, fence, screen wall, panel, parapet wall, or other opaque screen. Screening is not required where the principal building itself serves to effectively screen an accessory structure or building or energy system from adjacent roads and properties. A species of trees or shrubs shall be used that ensures visibility through the screening is blocked by at least eighty (80) percent throughout the entire year. The effective screening height of the trees or shrubs shall be at least four (4) feet in height at the time of planting. The landscape buffer shall be a minimum of twenty-five (25) feet in width and may be part of the minimum setback area.

(6) Plantings should be provided in the setback area, as screening, at the main entrance of any Data Center primary building, in parking lots, and along the façade of the proposed Data Center.

(7) The owner and operator of any Data Center shall have an affirmative and continuing duty to ensure that all buffering/screening standards and requirements are maintained on an ongoing basis.

G. Perimeter Security Fencing

Fencing may be considered for security purposes but is not needed for land use compatibility if appropriate and effective screening, buffering, and landscaping are provided.

(1) Fences shall not exceed ten (10) feet in height above ground.

(2) Chain-link, slatted-insert, and barbed or razor wire fencing is not allowed along public streets or external perimeter property lines.

(3) Permitted fence materials include aluminum and iron.

(4) Video and/or audio surveillance shall be restricted to within external perimeter property lines and public right-of-way adjacent to or abutting the Data Center property.

H. Noise

(1) All Data Centers shall meet the following minimum standards:

(2) Noise from operations, including primary and accessory structures and uses and energy systems, shall not exceed 40 dBA or 60 dBC[6] between 10:00 p.m. and 7:00 a.m., and shall not exceed 45 dBA or 65 dBC at any other times at any external perimeter property line.[7]

a. In addition to the decibel limits in paragraph 1, operations shall not generate vibration, oscillation, or infrasound that causes perceptible resonance within any buildings or adverse impacts on the human body, including but not limited to dizziness, headaches, nausea, sleep disturbance, or other recognized health effects. Compliance shall be determined based on standards issued by ANSI and ISO for human exposure to whole-body and low-frequency vibration (e.g., ISO 2631 and ANSI S2.71) and shall be measured and compliance determined at any external perimeter property line.

(3) The locations of the noise measuring equipment for the pre-construction noise analysis shall be shown on the submitted site plan. The points of measurement shall be at all external perimeter property lines at locations most susceptible to noise from applicable proposed equipment.

(4) The maximum sound levels identified herein do not apply to emergency alerts; emergency work to provide electricity, water, or other public utilities when public health or safety is involved; snow removal; or road repair. Maximum sound levels do apply to testing or routine operation of emergency equipment for backup or primary power generation and to other situations that do not involve public health or safety.

(5) A Noise Assessment, Monitoring, and Mitigation plan shall accompany any conditional use permit application and shall include:

a. Assessment of baseline ambient levels of noise before construction, measured in all directions at the external perimeter property lines on which the Data

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[6] The County recognizes that dBA measurements underrepresent low-frequency noise, which can travel long distances, penetrate walls and windows, and cause chronic disturbance even at low levels. Therefore, dBC measurements shall also be used in evaluating noise and site suitability, especially in cases involving mechanical equipment, industrial activity, or other sources known to emit low-frequency sound.

[7] These thresholds are intended to protect against both high-frequency and low-frequency tonal noise at the point of compliance, which is any external perimeter property line. To the extent that occupational safety or health standards impose a more stringent obligation on the Data Center property, the more stringent standard shall prevail.

Center is proposed to be located and any related activity is proposed to be conducted;

b. Assessment of all noise projected to be associated with the proposed Data Center (including all structures, facilities, and energy systems) before and after incorporation of noise minimization and abatement measures to control and minimize all exterior noise (including high, mid- and low-frequency) generated by the Data Center, including but not limited to exhaust vents, cooling equipment, chiller fans, and on-site power generation.

c. An Acoustical Study prepared by a qualified noise consultant showing:

   i. Expected daytime and nighttime sound levels, including generator noise and other equipment noise, indoors and outdoors at multiple distances and at the external perimeter property lines,

   ii. Include both A-weighted (dBA) and C-weighted (dBC) measurements, with full frequency spectra to identify low-frequency and tonal components,

   iii. Provide sound level projections and modeling for multiple distances from the facility, with measurements taken both outdoors and indoors of nearby dwellings,

   iv. Conduct testing during nighttime and early morning hours, when cooler air and atmospheric conditions may increase sound propagation, and

   v. Recommend specific mitigation measures (e.g., barriers, enclosures, mufflers, alternative cooling technologies) to ensure compliance with the noise standards of this Ordinance.

d. A vibration study shall also be submitted if any mechanical equipment or cooling infrastructure is installed within 2,000 feet of a Sensitive Use.

e. Design of Noise Monitoring, Minimization, and Mitigation Plan including real-time continuous monitoring and analysis of noise data sufficient to demonstrate compliance with the applicable standards over time and to identify patterns, trends, and potential areas of improvement; and use of frequency analysis to identify and address low-frequency tones associated with cooling fans or other equipment.

f. Incorporation of measures sufficient to avoid off-site nuisance conditions from all frequencies of noise, at all hours of the day and night, and conform to the required limits at the property lines of the Data Center. Measures may include, but not be limited to, acoustic barriers or shrouds, higher efficiency/lower speed fans, or other noise reduction devices sufficient to assure that the noise levels measured at the perimeter property boundary for the Data Center conform to the required levels and to prevent nuisance conditions.

g. All required noise analyses shall be designed and conducted by a certified/ licensed acoustical engineer. The points of measurement shall be on each external perimeter property line at locations selected as those most

susceptible to noise from applicable proposed equipment. Any noise analysis shall include the date, time, and duration of measurements taken and shall be taken at various times of the day and night.

h. The County shall require the applicant to conduct post-construction during-operation compliance testing within six months of commencement of operation, using the same methodology, to verify actual sound levels and the effectiveness of mitigation measures. Where any noise analysis post-construction and during operation identifies greater than maximum permissible sound levels at any perimeter property boundary, the applicant shall be required to develop and submit for review and approval such measures, including relocation of equipment, reorientation, and other mitigation measures, as are needed to bring the modeled noise level to below acceptable limits.

i. The County may, at any time thereafter, conduct such compliance testing, and where any noise analysis identifies greater than maximum permissible sound levels at any perimeter property boundary, may after reasonable notice and an opportunity to cure the conditions contributing to the exceedance, suspend or revoke the conditional use permit.

I. Utility And Infrastructure

An application for a conditional use permit shall contain a Utility and Infrastructure Plan, which shall include:

(1) A Site Plan showing all structures and facilities to be used or constructed to support the Data Center operations, including all water, wastewater, electric, natural gas, and other infrastructure, and public utility service facilities.

(2) Identification and description of any existing or proposed transmission lines and other facilities that would be required in order to connect the proposed facilities to the grid, and any permits or other approvals needed to support such construction.

(3) Identification of any existing or proposed pipelines or gas transmission lines and other facilities that would be required in order to deliver natural gas or other gas or liquids to the facilities for use in heating or power generation.

(4) A description of any power sources proposed to be constructed or sited and operated, including emissions profile, noise, copies of applications for any required state or federal air permits. Any energy generation system designed or used to supply power directly to a Data Center during normal operations, including solar, wind, fossil fuel, or other energy generating systems, shall not be considered part of the Data Center use. Such systems shall be considered a

separate use and shall be approved only in accordance with any zoning regulations that allow and are applicable to such use.

(5) Information concerning any proposed grid interconnection.

(6) Documentation, including written verification from the applicable service providers, demonstrating that:

a. Public utility capacity and related electrical infrastructure sufficient in size and capacity is or will be made available to ensure that the power requirements of the proposed project can safely be accommodated without adverse effect on the availability, reliability, quality, cost, or safety of the electric service to other customers;

b. Any system designed for cooling and operation of the facility (whether by electricity, water, or other means) will meet all applicable standards of this ordinance as well as state and federal law;

c. Water, stormwater, and wastewater management and treatment capacity sufficient in size and capacity is or will be made available to ensure that the requirements of the proposed project can be safely accommodated without adverse effects on the availability, reliability, quality, cost, or safety of the water, wastewater, and stormwater management and treatment services to other customers; and

d. Any enhancements or improvements required in order for such utility services to continue to be available without adverse effect or additional cost to existing customers will be in place before operation of the proposed project.

(7) A description of the processes that will be used for management of all water, wastewater including equipment cooling, humidity maintenance, process, and sanitary wastewater, and stormwater run-on and run-off, in accordance with all local state, and federal requirements.

(8) Demonstration that for any proposed battery storage or storage of any other device or group of devices capable of storing energy for supply at a later time, whether the energy is stored for use on-site or off-site, compliance with National Fire Protection Association (NFPA) Standard 855, Installation of Stationary Energy Storage Systems, or similar standards, and include fire suppression systems designed specifically for battery storage.

J. Generator and Testing Requirements

(1) Backup power generation using diesel fuel, natural gas, or Battery Energy Storage Systems are allowed for use at a Data Center. Gas or battery storage is preferred over diesel due to emissions concerns.

(2) Backup diesel generators shall be a minimum of Tier IV (or the highest Environmental Protection Association industry standard available at the time of application) which meet all applicable local, state, and federal emission and performance standards to minimize adverse effects from the generator emissions.

(3) Except for generator testing or commissioning activities, generator use shall be limited to backup and emergency use only when the primary source of electricity is interrupted or unavailable. Continuous generator use outside of power outages or interruptions is prohibited.

(4) Generators shall be tested no more than once per week per unit, and only during the hours of 12 P.M. to 5 P.M. Monday through Friday.

(5) If diesel fuel is used for a back-up generator, the application shall include information demonstrating that the fuel will be delivered during non-peak daytime hours, that storage of the fuel will conform to all applicable fire and safety standards, and that the storage vessel is equipped with secondary containment to contain any release.

K. Cooling Requirements

(1) All liquid cooled equipment must be designed to utilize a closed-loop system.

(2) Water used for liquid cooling systems must come from a public or semi-public water system and not from any type of private well system.

(3) Water discharge from liquid cooling systems shall only occur after treatment (if required) and only to in accordance with all applicable local, state, and federal water pretreatment, discharge permit requirements and in conformity with state water quality standards.

L. Water Management

An application for a conditional use permit for a Data Center shall include a Water and Wastewater Management Plan, which shall include:

(1) Projected daily and peak water demand;

(2) The source(s) of the water supply, including certification from any public or semi-public water supplier that it will supply the daily and peak water need and that the demand can be met without adverse effect on the availability, quality of service, potability of the water, or other qualitative or quantitative impacts on existing customers;

(3) Certification that the Data Center site is not located within a wellhead protection planning area;

(4) Provide documentation that the Data Center design and equipment has incorporated best available technology and best practices to minimize water waste, maximize efficiency of water use, and to reclaim and recycle water to the extent possible;

(5) Provide documentation that any improvements to the water or wastewater utility infrastructure needed to serve the proposed Data Center will be paid by the applicant;

(6) Avoid cooling system discharge into the wastewater system and, if needed, minimize discharge and provide pretreatment as required; and

(7) Documentation of efforts to incorporate cooling systems that do not discharge to the wastewater or stormwater systems, or which use non-chemical and non-water-based cooling.

M. Waste Heat

(1) No person, firm, or corporation shall cause, permit, allow, or maintain any artificial or mechanical source of heat, radiant energy, or exhaust that creates a condition of thermal discomfort, hazard, or damage to persons, animals, vegetation, or property beyond the external perimeter property lines of the Data Center.

(2) Thermal discharge, venting, or exhaust from any equipment, machinery, or operation shall not raise the ambient temperature at any external perimeter property line above naturally occurring conditions when measured at a height of 4 feet above ground level.

(3) Outdoor equipment and energy systems must be equipped with shielding, insulation, or dispersion devices to minimize radiant heat impacts.

(4) Exhaust from heating, ventilation, air conditioning, or industrial equipment shall be directed and diffused in such a manner as to prevent concentrated heat exposure to anywhere outside of Data Center, neighboring properties, or public rights-of-way.

(5) Rooftop or wall-mounted heat exhaust systems shall be equipped with baffles, louvers, or dispersal devices to prevent heat plumes from causing discomfort or damage to adjacent buildings or damage to vegetation.

N. Low Impact And Energy Efficiency Considerations

Data Centers are encouraged to implement low-impact development practices in site design and energy efficiency, such as, but not limited to, the following:

(1) Site Design. Select sites to:

a. Minimize land disturbance,

b. Maximize tree preservation,

c. Minimize impervious surfaces, and

d. Minimize potential nuisance impacts (noise, glare, vibration, etc.) on adjacent properties, public roadways, and the vicinity.

(2) Energy/Resource Efficiency.

a. Orient buildings to take advantage of passive cooling and daylight opportunities

b. Utilize alternative energy sources (solar, wind, hydro, etc.) as much as possible

c. Provide an energy storage system to monitor and regulate usage of alternative energy for usage during off-peak hours

d. Utilize reclaimed water for cooling, if available

e. Encourage systems that limit the use of finite natural resources and their disposal

f. Incorporate water-efficient landscape materials

g. Utilize LED exterior/interior lighting

h. Implement energy management best practices and carbon reduction techniques such as, but not limited to, those promoted through the U.S. Department of Energy's Better Buildings initiative and U.S. Green Building Council's LEED Certification system.

O. Avoidance Of Nuisance Conditions

Any use or activity producing emissions, fugitive dust, smoke, glare, exhaust, heat, or humidity in any form shall be designed, located, and carried on in such a manner that it is not perceptible at or beyond the external perimeter property line and does not exceed any standards established by this ordinance or local, state, or federal law or regulation.

Section 6. Conditional Use Permit Application Requirements

The application for a conditional use permit for a Data Center shall include:

(1) A proposed site development plan identifying:

a. The zoning classification for all lands within 1 mile of the external perimeter property lines of the proposed Data Center site;

b. The legal boundaries of each separate parcel comprising the proposed site;

c. Proposed access route(s) and access control to the site;

d. The location of proposed improvements including but not limited to the Data Center Principal Structure, Data Center Accessory Use(s)/Structure(s), Data Center Energy Systems, parking, lighting, screening/buffering, perimeter fencing, and all ground-mounted equipment and utility infrastructure;

e. The location and use of internal roads, and any tram or railways;

f. Existing or proposed utilities providing electric, gas, water, and wastewater service the facility;

g. Evidence of compliance with all applicable setback requirements;

h. Location of the 100-year floodplain, wetlands, public rights-of-way, and cultural and historic resources on the proposed Data Center site and within 500 feet of the external perimeter property lines.

(2) An evaluation of the compatibility of the facility with scenic surroundings;

(3) An appraisal of the potential changes in property values and land use for property owners within one (1) mile of the facility resulting from the location, construction, and operation of the proposed facility;

(4) A traffic study assessing the impact of the facility construction and operation on road and rail traffic to and within the facility;

(5) Description of potential for fire or explosion, and certification from local fire department and emergency response agencies of the capacity to address and response to any emergency situation regarding the Data Center and associated energy systems, including fuel delivery and storage;

(6) A Utility and Infrastructure Plan meeting the requirements of Section 5 I;

(7) List all other permits and authorizations needed for construction and operation of the Data Center and include copies or links to the applications;

(8) A Noise Assessment, Monitoring, and Mitigation Plan meeting the requirements of Section 5 H;

(9) Waste Management Plan which shall identify all categories of solid waste, electronic waste, hazardous materials, and other refuse generated by the facility,

including packaging, cooling system by-products, and equipment replacement materials, and shall identify the manner in which the wastes will be stored, collected, processed, recycled, and disposed;

(10) An assessment of all anticipated emissions from the construction and operation of the facility, including transportation;

(11) An assessment of all water usage and wastewater generation and characterization, and plans for management of wastewater and stormwater; and

(12) A decommissioning plan, prepared by a registered professional engineer, containing the following:

a. The estimated decommissioning timeframe and cost of removal of all structures, foundations, conduit, equipment, and interconnection facilities, and roads;

b. The salvage value of any equipment in current dollars and the calculations supporting the decommissioning estimate. The estimated salvage value of the material using current, publicly available material indices and/or firm quotes from a decommissioning or recycling company experienced in the decommissioning of data centers shall be provided.

c. The manner in which the Data Center will be decommissioned, including provision and a timetable for the removal of all structures, foundations, conduit, equipment, and interconnection facilities and for the revegetation and restoration of the property to its original condition or preparation of the site in a condition compatible with the prior zoning of the parcel(s); and

d. A performance bond, letter of credit, or other financial assurance payable to the Commission, sufficient to assure that decommissioning of the site can be achieved by a third party in the event that the applicant defaults in that obligation, which financial assurance shall be provided prior to commencement of construction.

Section 7. Process and Standards for Approval of Conditional Use Permit

(1) The Commission shall have the authority to hire a consultant to review the Conditional Use Permit Application and all Plans and to provide recommendations concerning the compliance of the proposed facility with the applicable standards and requirements associated with the siting, construction, operation, and decommissioning of the Data Center and all accessory structures and facilities. Any expenses incurred by the Commission's hiring of a consultant shall be borne by the applicant. The expenses incurred may be charged against an escrow deposit charged to the applicant at the time of filing of the application.

(2) A conditional use permit shall be issued by the Commission only where the applicant demonstrates and the Commission affirmatively finds, based on the evidence in the record taken as a whole, and after public notice and opportunity to be heard concerning the application, that all applicable requirements of this Ordinance have been or will be met regarding the location, construction, operation, and decommissioning of the Data Center and that issuance of the conditional use permit is consistent with the public health, safety, and welfare.

(3) The Commission may impose any conditions deemed necessary or appropriate in order to allow the proper integration of the proposed Data Center into the zone and location in which it is proposed, and deemed necessary or appropriate to protect public health, safety, and welfare. Such additional conditions may include but are not limited to further limitations on noise, hours of operation, additional visual screening and buffering, traffic mitigation, setbacks, and infrastructure upgrades.

(4) The Commission may, in considering an application for a Conditional Use Permit, consider the extent to which low-impact development and energy efficiency considerations have been addressed and incorporated into the proposed Data Center.

Data Center Zoning Ordinance

Data Center. A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, servers, and other equipment, appliances, and components related to digital data storage and operations.

Permissible District. A Data Center is a permitted use in zoning districts classified as industrial. A Data Center will be permitted only through a [special use permit/conditional use permit] in zoning districts classified as agricultural.

Section_____. Data Centers

A. Purpose

The purpose of this Section is to establish standards and regulations for the development and operation of Data Centers in accordance with the purposes stated in Section ____.

B. Development Permit Requirements

In addition to standard Development Permit requirements, the following materials or entitlements that shall be required to effectuate a Data Center:

1. Identification of the owner/operator of the Data Center.
2. A narrative describing the proposed project, including cooling method, anticipated design life, estimated daily trips during construction and operation, including heavy trucks and passenger vehicles, and general construction phasing plan, description of wastewater the facility will create and approach to managing discharges (if applicable).
3. Prior to approval, the applicant shall submit an Acoustic Impact Report prepared and signed by a licensed professional engineer with demonstrated acoustical engineering expertise. The report shall:
    a. Identify all major sound-emitting source points (e.g., chillers, generators, cooling units, substations) and list the predicted sound pressure level produced by each major sound-emitting source type;
    b. quantify the cumulative predicted sound pressure levels from the project (of the specific project phase under review), accounting for concurrent operation of sources not including operation of backup sources;
    c. report the existing measured ambient cumulative sound pressure levels at the lease or owned project land boundaries; and

TWO OPTIONS FOR REPORTING REQUIRMENTS – JURISDICTIONS

NEED TO PICK ONE PROVISION

Option 1

d. model and report the existing and predicted cumulative sound pressure levels for each Lot within one-half mile of the source point(s) as measured to the nearest point on a Lot Line ("Receptor Site").

Option 2

d. model and report the predicted cumulative sound pressure levels based on known components out until equal to, or less than, levels established in _____, for normal operation, as measured to the nearest point on a Lot Line ("Receptor Site).

Results shall be expressed in A-weighted decibels (dBA) as sound pressure levels with notation of any prominent tonality or impulsive events, and be supported by a description of operating scenarios, Receptor Sites, terrain/ground absorption, shielding, and meteorological assumptions. The report shall also include a map referencing all project structures, a summary table comparing predicted levels to applicable requirements, and recommended mitigation, if any, needed to achieve compliance. Penalties to the requirements shall be applied per ANSI S12.9 for identified tonal or impulsive sound sources or events.

4. A site plan conforming with _____.
5. A map of the project area showing all of the following Uses and Receptor Sites within one-half of a mile of the exterior boundaries of the property where the Data Center will be located:
    a. All existing Buildings currently occupied;
    b. Campgrounds;
    c. Manufactured Home or RV Parks; and
    d. Parks or recreational areas.
6. Applicant to develop, in coordination with local jurisdiction, a list of agencies necessary for project compliance with all applicable State and Federal laws, statutes, rules, and regulatory standards, and an anticipated schedule for necessary approvals.
7. Written verification from the electrical provider that sufficient capacity will be available to meet anticipated needs for electrical power.
8. Written verification from the water utility that sufficient capacity will be available to meet anticipated needs for water.
9. Prior to the issuance of Development Permits, the applicant shall enter into a Development Agreement if required by the local permitting jurisdiction.
10. Any other relevant studies, reports, certifications, or approvals as may be required by local permitting jurisdiction to ensure compliance with this Section and this Ordinance.

C. Use Standards

1. Noise perceived from Receptor Site(s), as measured from any source point(s), shall not exceed the sound pressure levels provided in_____ for normal operation. If necessary, noise mitigation shall be required to achieve compliance. Noise mitigation may include, but is not limited to, the use of low-noise fans, earthen berms, sound walls, or enclosures.
2. The sound pressure levels stated above may be temporarily exceeded during emergency operations due to power grid interruptions.
3. Testing and maintenance operations for emergency generators shall only occur between the hours of 7 AM and 9 PM. Only one generator may be tested at a time at the site.
4. A landscaped buffer yard shall be installed in accordance with _____of this Ordinance.
5. All-weather access will be maintained by the owner/operator unless the access is dedicated and accepted by the local permitting jurisdiction.
6. All data processing and storage is contained within a permanent structure or structures constructed in compliance with the locally-adopted version of the International Building Code and the International Fire Code.

Appendix

Items jurisdiction might want to include in site plan requirements if it does not have established guidelines:

a. Scaled exhibit(s) providing property boundary linework;

b. Existing and proposed topographic data/linework;

c. Outline of all existing structures;

d. Location of all major proposed equipment and enclosures (examples may include generators, exterior cooling system components, etc.);

e. Location and layout of power generation systems;

f. Location of existing and proposed utility lines and major infrastructure (water lines, electrical lines, oil and gas pipelines, etc.);

g. Existing easements (should include easement width and recorded document numbers, either as a label or in a notes table);

h. An erosion control plan, if development disturbs an area of one acre or more;

i. Existing watercourses and Flood Hazard Zones;

j. Location of septic system;

k. Stormwater management components (such as retention areas, channels, etc.);

l. Wastewater discharge outlets, reservoirs and treatment facilities;

m. Above ground and below ground tanks;

n. Location of permanent parking area(s);

o. Outline of construction staging area(s);

p. Setback distances, in feet, between project components and the property boundary;

q. Fence locations with a note as to type and height; swing gate dimensions, if swing gates will be used;

r. Location of hard surfaces, gravel surfaces, and any otherwise improved surfaces;

s. Location of contiguous fire break;

t. Existing and proposed access points;

u. Location and specifications proposed for fences, walls, or light fixtures/poles;

v. Landscaping buffers and/or visual screening; and

w. Any additional information as requested by local permitting jurisdiction necessary for site plan approval.

[MUNICIPALITY][1]

[ALLEGHENY] COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE OF THE [GOVERNING BODY] OF [MUNICIPALITY], PENNSYLVANIA, TO AMEND THE [MUNICIPALITY] CODE OF ORDINANCES TO DEFINE AND ADD SPECIFIC REQUIREMENTS FOR DATA CENTERS AND DATA CENTER ACCESSORY USES.

WHEREAS, Article VI of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10601, *et seq.*, authorizes the [MUNICIPALITY] to enact, amend and repeal Zoning Ordinances within the [TOWNSHIP/BOROUGH/CITY]; and

WHEREAS, the [GOVERNING BODY] deems it to be in the best interest and general welfare of the residents of the [TOWNSHIP/BOROUGH/CITY] to update and amend provisions of the [MUNICIPALITY] Zoning Ordinance to provide for Data Centers and Data Center Accessory Uses; and

WHEREAS, the [GOVERNING BODY] of the [[MUNICIPALITY]/BOROUGH/CITY] desires to add provisions to the Zoning Ordinance relating to Data Centers and Data Center Accessory Uses;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the [GOVERNING BODY] of [MUNICIPALITY] as follows:

Section 1. Section [XXX] of the [MUNICIPALITY] Code of Ordinances, entitled Definitions, is amended to add the following definitions:

Data Center: A building or buildings which are occupied primarily by computers and/or telecommunications and related equipment where digital information is processed, transferred and/or stored, primarily to and from offsite locations. This use does not include computers or telecommunications related equipment that is secondary and customarily incidental to an otherwise permitted use on the property, such as servers associated with an office building. This use shall also include cryptocurrency mining, blockchain transaction processing, and server farms. A Data Center may include Data Center Accessory Uses.

Data Center Accessory Use: Ancillary uses or structures secondary and incidental to a Data Center use, including but not limited to: administrative, logistical, fiber optic, storage, and security buildings or structures; sources of electrical power such as generators used to provide temporary power when the main source of power is interrupted; electrical substations; utility lines; domestic and non-contact cooling water and wastewater treatment facilities; water holding facilities; pump stations; water towers; environmental controls (air conditioning or cooling towers, fire suppression, and related equipment); security features, provided such data center accessory uses/structures are located on the same tract or assemblage of adjacent parcels developed as a unified development with a Data Center. The use shall not

[1] Where terms are in brackets, municipalities should select the appropriate term. Where text is highlighted, footnotes provide additional information about the provision.

include energy generation systems used or intended to be used to supply power to the Data Center during normal operations.[2]

Data center operator: The person or entity responsible for the post-construction operation of a data center.

Sensitive receptor:[3] any residential use, school, preschool, child or adult day-care center, hospital, assisted-living facility, long term care facility, nursing home, personal care home, retirement community, treatment center, community center, place of worship, park (excluding trails), campground, or dormitory.

Sustainable yield[4]**:** The amount of ground water that can be safely withdrawn from an aquifer annually without producing an undesirable result. Undesirable results include, but are not limited to, depletion of groundwater storage, the intrusion of water of undesirable quality, the contravention of existing water rights, excessive depletion of surface waters by induced infiltration, and land subsidence.

Section 2. [Language indicating zoning districts where Data Center uses will be allowed and level of zoning review required (permitted use, conditional use, special exception)][5]

Section 3. Section XXX (Standards for Specific Uses) is amended to add Section XXX, Data Centers and Data Center Accessory Uses, as follows:

XXX-XX **– Data Centers and Data Center Accessory Uses**

A. Data Centers shall be permitted by [RIGHT/CONDITIONAL USE/SPECIAL EXCEPTION][6] in the XXX Zoning District when approved in compliance with the procedures, standards, and criteria contained in this section.

B. **Dimensional Standards.** The dimensional standards of Data Centers and Data Center Accessory Uses shall be in accordance with [identify existing standards applicable to relevant zoning district, if applicable], with the following exceptions:

1. The minimum lot area shall be [X] acres.
2. The maximum building height for a Data Center shall be [45] feet, plus up to 15 additional feet for roof-mounted equipment such as cooling and ventilation systems, HVAC units, and cooling towers.
3. The maximum height of Data Center Accessory Uses shall be no greater than the height of the principal building, exclusive of roof-mounted equipment.

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[2] If a municipality does not already have such ordinances, PennFuture recommends a separate ordinance or ordinances governing power generation facilities such as gas-fired power plants, solar arrays, and wind farms. Given the potential that power generation facilities serving data centers will be very large, PennFuture does not believe it is appropriate to treat them as accessory uses.

[3] This list of uses can be adjusted if different terms are used in the municipality's existing zoning ordinance.

[4] This is a modified version of the definition found in the publication, *Examining Safe Yield and Sustainable Yield for Groundwater Supplies and Moving to Managed Yield as Water Resource Limits Become a Reality,* by S.J. Meyland of the Department of Environmental Technology at the New York Institute of Technology.

[5] PennFuture cannot make universal recommendations about where data centers should be located. Each municipality must make this determination based on the characteristics of its own community.

[6] PennFuture recommends that data centers be conditional uses or special exceptions in almost all cases but recognizes that there are limited circumstances where permitting the use by right may be acceptable.

4. Data Centers and Data Center Accessory Uses shall be set back a minimum of [XXX][7] feet from the boundary of [identify residential or other appropriate zoning districts] or the lot line of any property developed with a Sensitive Receptor.

5. Data Centers and Data Center Accessory Uses shall be set back a minimum of [XXX] feet from all other adjoining property lines and road rights-of-way.

C. **Landscape Buffer[8]; Fencing.** A landscape buffer is required between Data Centers and Data Center Accessory uses and any adjoining [residential zoning district], Sensitive Receptor, or public roadway. The landscape buffer shall comply with the following requirements:

1. The landscape buffer shall be at least [25] feet in width and may be part of the minimum setback distance.

2. The landscape buffer shall be free of structures, dumpsters, storage or display areas, signs, materials, loading or unloading areas, and vehicle parking.

3. The landscape buffer shall include plantings to achieve a dense, opaque, four-season screen and shall consist of native species planted as follows:

   a. One (1) large evergreen tree per 25 linear feet of buffer. The size of large evergreen trees shall be a minimum of eight (8) feet in height at the time of planting.

   b. One (1) deciduous canopy (shade) tree per 75 linear feet of buffer. Size of canopy (shade) trees shall be a minimum of 2½ inch caliper at the time of planting.

   c. One ornamental/flowering tree per 50 linear feet of buffer. The size of ornamental/flowering trees shall be a minimum of eight (8) feet in height for multi-stemmed varieties, or 2½ inch caliper at the time of planting for single-stemmed varieties.

   d. Five (5) shrubs per 25 linear feet of buffer. Size of shrubs shall be fully branched and minimum of three feet in height at the time of planting. Shrubs shall be a combination of evergreen and deciduous species, with a minimum of 50% being evergreen.

4. All plantings shall conform to the standards of the [municipality's] list of acceptable plant species[9], or shall be approved by the [governing body] upon recommendation by the [municipal] Engineer, and/or Pennsylvania-registered landscape architect, or certified arborist.

5. A variety of species shall be used in order to prevent monocultural plantings. American arborvitae and similar weak-stem plants shall not be used to meet the buffer yard requirements. If more than 20 evergreen plants are proposed, no more than 50% shall be of one species.

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[7] Each municipality must determine the appropriate setback distances in light of the possible location of the data center(s) and its relationship to the surrounding zoning districts and uses. Setbacks should be large enough to protect neighboring uses from negative impacts but cannot be so large as to create a *de facto* exclusion.

[8] Municipalities may cross-reference existing landscaping requirements or omit this section entirely if these standards already exist elsewhere in its ordinances.

[9] Omit this phrase if the municipality does not have a list of acceptable plant species.

6. A monotonous straight row of the same species shall not be permitted. A more naturalistic form of planting with a mix of species shall be provided.
7. In the event that existing topography and/or vegetation is adequate to meet the intent of the required buffer yard, such existing topography and/or vegetation may constitute all or part of the required buffer yard.
8. All buffer yard plantings shall be perpetually maintained by the property owner. Any plant material that dies, is removed, is diseased, or is severely damaged shall be replaced by the current property owner, on a one-to-one basis, as soon as is practical considering growing seasons, within a maximum of 150 days.
9. All buffer yard screening shall be assured by a performance guarantee posted with the [governing body] in an amount equal to the estimated cost of all such trees, shrubs, plantings, and installation. Such guarantee shall be released only after passage of the second growing season following planting.
10. Fencing of the property is permitted, provided that fencing along public and private roadways is not chain-link, with or without slatted inserts, and does not include barbed wire or other similarly visibly intrusive deterrence device. An applicant shall not be required to comply with this requirement if fencing is fully screened from view by one or more of the means identified in subparagraph 1 above.

D. **Equipment Screening**

1. To provide visual screening and reduce noise levels, ground-mounted and roof-mounted equipment used for cooling, ventilating, or otherwise operating the facility, including backup power generation equipment, that is located within [XXX] feet of a public roadway, [residential or other relevant zoning districts][10], or the lot line of any Sensitive Receptor must be fully enclosed, except where not mechanically feasible based on the manufacturer's specifications. If it is not mechanically feasible to fully enclose the equipment, it must be fully screened from view using one or more of the following means:
    a. The landscape buffer required by subsection (C) above.
    b. By existing vegetation that will remain on the property.
    c. By the principal Data Center building or an accessory building
    d. A berm averaging a minimum of five (5) feet in height above the adjacent average ground level with a maximum side slope of 3:1, provided that the berm shall be covered by a well-maintained all season natural ground cover and any required screening plantings shall be arranged on the outside and top of the berm.
    e. A visually solid fence, screen wall or panel, parapet wall, or other visually solid screen that shall be constructed of materials compatible with those used in the exterior construction of the principal building.

[10] The municipality should name appropriate zoning districts here.

E. **Noise and Vibration**

1. No Data Center or Data Center Accessory Use, or any combination of Data Center and Data Center Accessory Uses developed as part of a unified development, shall cause or contribute to sound levels in violation of the standards established by this section. Where there is a conflict between this section and any other section of this chapter, the provisions of this section shall apply.

2. **Definitions.** The following definitions shall apply to this section:

   a. **A-weighted fast response maximum sound level (L_{MAX}).** The maximum sound pressure level in decibels (dB) measured over a given period of time, with A-frequency weighting and fast response time-weighting applied.

   b. **Compliance metric:** L_{EQ}, L_{MAX}, L_{PK}, or L_{PTL}.

   c. **Daytime Hours:** the hours between 7:00 am and 6:00 pm on weekdays and between 9:00 am and 6:00 pm on weekends and holidays

   d. **Equivalent continuous sound level (L_{EQ})**. The steady sound pressure level in decibels (dB) which, over a given period of time, has the same total energy as the fluctuating noise measured over the same period of time.

   e. **Evening Hours:** the hours between 6:00 pm and 10:00 pm

   f. **Log Average Level (LAL_{xx})**: The logarithmic average of the interval measurements of a compliance metric, computed as follows:

$$LAL_{xx} = 10 \log_{10} \left[\frac{1}{nP_o^2} \sum_{k=1}^{n} P_o^2 \quad 10^{L_{xk}/10} \right]$$

$$= 10 \log_{10} \left[\left\{ 10^{\frac{L_{x1}}{10}} + 10^{\frac{L_{x2}}{10}} \ldots 10^{\frac{L_{xn}}{10}} \right\} / n \right]$$

   Where:

   LAL_{xx} = log average level in dBA or dB where L_{xx} represents either L_{EQ}, L_{MAX}, L_{PK}, or L_{PTL}.
   L_{x1} = level of the first interval measurement in dBA or dB
   L_{x2} = level of the second interval measurement in dBA or dB
   L_{xn} = level of the nth interval measurement in dBA or dB
   n = the number of measurement intervals
   P_0 = standard reference pressure of 20 micro pascals

   A minimum of 20 intervals of one minute each measured over a single period of 24 hours shall be used, however, intervals need not be contiguous. Intervals with louder, and preferably the loudest noise, should be used.

   g. **Natural Environmental Sounds:** Environmental sounds that are inherent to the area and due to naturally occurring sounds such as insects, rustling leaves, wind, wild birds, wild animals, frogs, rain, lightning, or weather, but not including the noise of domesticated animals.

   h. **Normal Community Sound:** Sound that is inherent to and consistent with the norms of the community and which the average resident would reasonably expect

to occur in their community. Normal Community Sound may include, but is not limited to, children playing, occasional dog barks, domestic power tools, residential HVAC equipment, and reasonable transportation sounds that meet state, federal, and local noise requirements and limits.

i. **Nighttime Hours:** the hours between 10:00 pm and 7:00 am on weekdays and between 10:00 pm and 9:00 am on weekends and holidays.

j. **Pure tone:** A sound occurring at a discrete frequency as determined by a Fast Fourier Transform measurement (narrow band analysis) of a sound using a dynamic analyzer with at least 1 Hz and preferable 1/8 Hz resolution, a Hanning window, and sufficient averaging to determine the magnitude of the pure tone level that is exceeded 5% of the time (i.e. an exceedance rate of L_5).

k. **Pure Tone Level (L_{PTL}).** The magnitude in decibels (dB) of a pure tone, with no weighting applied.

l. **Receiving Property:** Real property impacted by noise generated by a Data Center and/or Data Center Accessory Uses. A Receiving Property need not be directly adjacent to the parcel or collection of parcels on which the Data Center or Data Center Accessory Use(s) are located but shall not include any real property incorporated as part of a unified design with the Data Center whose compliance is being evaluated.

m. **Un-weighted peak sound pressure level (L_{PK}).** The maximum instantaneous sound pressure level in decibels (dB) that occurs during a stated time interval, with no weighting applied.

3. **Sound level limits**.

a. For purposes of compliance with this subsection, sound shall be measured at the point, at any elevation, on the Receiving Property where the Log Average Level of the relevant Compliance Metric is highest.

b. LAL_{EQ} shall not exceed the following values:

Table 1: Equivalent Continuous Sound Level (L_{EQ}) Limits[11]

Zoning District	Daytime hours	Evening hours	Nighttime hours
Rural Residential, Low-Density Residential Districts, Properties containing Sensitive Receptors	50 dB	45 dB	45 dB
Medium- and High-Density Residential Districts	55 dB	50 dB	45 dB
Mixed Use, Commercial, Industrial Districts	65 dB	60 dB	55 dB

[11] The zoning districts and sound level limits used in this table are for example purposes only. Actual zoning district names and categories should be tailored to the municipality, and sound level limits should reflect the actual background noise levels of the relevant zoning districts. Additional/different categories may be necessary depending on the characteristics of the community. For example, a higher sound level limit may be appropriate along highway corridors.

c. LAL_{MAX} shall not exceed the decibel value of the Equivalent Continuous Sound Level (L_{EQ}) for the zoning district and time of day, as provided in Table 1, by more than 10 dB.

d. LAL_{PK} shall not exceed the decibel value of the Equivalent Continuous Sound Level (L_{EQ}) for the zoning district and time of day, as provided in Table 1, by more than 20 dB.

e. All LAL_{PTLs} shall be at least 10 dB below the nominal PTLxx curve at the corresponding frequency, as set forth in Table 2 below, where the value represented by "xx" is the L_{EQ} limit (in dB) set forth in Table 1 for the appropriate zoning district and time of day. Where the applicable L_{EQ} limit is not a multiple of 5, the PTL curve corresponding to the next highest 5 dB increment shall be used; interpolation between PTL curves is not permitted.

Each identified pure tone shall be evaluated independently, and where more than one pure tone is present, compliance shall be determined separately for each tone. Logarithmic averaging of tonal levels across frequencies shall not be used.

Table 2: Maximum allowable LAL_{PTL} in dB by Tone Frequency and L_{EQ} limit[12]

	Octave Band Frequency (Hz) of Pure Tone									
PTLxx curve	**16**	**32**	**63**	**125**	**250**	**500**	**1000**	**2000**	**4000**	**8000**
PTL70	101	96	91	86	81	76	72	68	64	60
PTL65	96	91	86	81	76	71	67	63	59	55
PTL60	91	86	81	76	71	66	62	58	54	50
PTL55	86	81	76	71	66	61	57	53	49	45
PTL50	81	76	71	66	61	56	53	48	44	40
PTL45	79	74	68	62	56	51	47	43	39	35
PTL40	78	71	64	58	51	46	42	38	34	30
PTL35	76	69	61	54	46	41	37	33	29	25
PTL30	74	66	58	49	41	36	32	28	24	20
PTL25	73	64	54	45	36	31	27	23	19	15
PTL20	71	61	51	41	31	26	22	18	14	10
PTL15	69	59	48	37	26	21	17	13	9	5
PTL10	68	56	44	33	21	16	12	8	4	0

[12] PLT curve rows that are not within 5 dB of any L_{EQ} value in Table 1 can be eliminated.

4. **Exceptions.** The above sound level limits do not apply to sound originating from:
    a. Motor vehicles operated legally and in compliance with the noise regulations of the Pennsylvania Department of Transportation
    b. Safety and protective devices where noise suppression would defeat the safety intent of the device when being used for its intended purpose
    c. Any device intended to provide public warning of potentially hazardous, emergency, or illegal activities such as commercial, residential, or vehicle burglar alarms; back-up signals on regulated and licensed motor vehicles; fire alarms; law enforcement and fire vehicles, and similar devices
    d. Emergency equipment and emergency work necessary in the interest of public health, safety, or welfare or law enforcement
    e. Emergency standby generators during emergency use. Routine testing of generators shall comply with the sound level limits unless such testing occurs between 7:00 am and 6:00 pm on weekdays and between 9:00 am and 6:00 pm on weekends and holidays, during which time generators may exceed the sound level limits by no more than 20 dBA (20 dB for L_{PK}) for up to one (1) cumulative hour per seven (7) calendar day period.
    f. Construction noise, including site preparation, assembly, erection, demolition, substantial repair, maintenance, alteration or similar action for structures or other site improvements, provided that such construction occurs during Daytime Hours and that reasonable noise controls such as proper muffling of all engines, motors, or turbine-driven equipment, and pneumatic devices; noise enclosed air compressors and generators; sound barriers; and lagging are employed.
5. **Measurement**
    a. Terminology and measurement practices shall follow applicable ANSI S1 & S12 standards. Compliance measurements shall be made using a calibrated ANSI Type 1 or Type 2 integrating sound level meter with a dynamic range of at least 60 dB. For each measurement, the signal-to-noise ratio shall be at least10 dB.
    b. The contribution of wind noise to each compliance measurement shall not exceed 5 dBA (or dB). Measurements shall be made with properly installed windscreens, and any measurement influenced by wind noise exceeding this limit shall be discarded or repeated under acceptable conditions.
    c. Measurements shall exclude significant effects of Natural Environmental Sounds and Normal Community Sounds. The signal-to-noise ratio of the combined effect of Natural Environmental Sounds and Normal Community Sounds shall be at least 5 dBA (or dB) and preferably at least 10 dBA (or dB).
    d. Impact or impulse-type sounds shall be measured with the un-weighted Peak Sound Pressure Level (L_{PK}) using a meter specifically designed for peak measurements and conforming to the applicable ANSI S1 standards. RMS (root mean square) measurements using the “fast” response setting or any legacy “impulse” function shall not be used.

6. **Vibration.** No source of mechanical vibration or acoustically induced vibration shall cause or induce vibration on any property or in any structure (ground-borne or structural vibration) that exceeds the ISO 2631-2 Residential Day criteria. Vibration shall be measured as particle velocity in any one-third octave band and shall not exceed 200 μm/s RMS in any band.

7. **Sound and vibration study.** The applicant shall demonstrate through a sound study conducted by a professional acoustical expert that the sound and vibration generated by a Data Center and/or Data Center Accessory Uses comply with the requirements of this section. The sound study shall be conducted using generally accepted methodology in the following phases:

    a. A sound modeling study shall be conducted to demonstrate that the proposed use will comply with applicable noise requirements of this section. The sound modeling shall be performed according to ISO 9613-2 series methods or other generally accepted engineering methods for outdoor sound propagation. All significant noise sources associated with the proposed Data Center and Data Center Accessory Uses(s) shall be included. The sound modeling study shall be submitted with the [conditional use/special exception/land development application].

    b. An as-built sound study shall be conducted six months after issuance of the certificate of occupancy and prior to the final escrow release for any land development phase. An as-built sound study may also be required thereafter by the [municipality]. If it is determined by the as-built sound study that there is a violation of the aforesaid noise limits, it shall be considered a violation of this Ordinance.

F. **Water Supply –Water Feasibility Study.** No Data Center shall be approved unless the applicant demonstrates that there is an adequate supply of water for the proposed use and that proposed water withdrawals and discharges will not endanger or adversely affect the quantity or quality of groundwater supplies or surface waters in the vicinity.

    1. **Public water supply.** If the use will be served by a public water supply, the applicant shall submit documentation from the public authority certifying that the public authority will supply the water needed.

    2. **River basin commission approval.**[13] If the use is to rely upon nonpublic sources of water and satisfies either of the below conditions, the applicant shall provide proof of review and approval from the [Delaware/Susquehanna] River Basin Commission and shall not be required to provide an additional water feasibility study.

        a. Water withdrawals of 100,000 gallons per day (gpd) or more over a 30-day average from any source or combination of sources within the Delaware/Susquehanna River Basin; or

        b. Any consumptive water use of 20,000 gpd or more over a 30-day average from any water source.

[13] This provision is applicable only for municipalities located in the Delaware and Susquehanna River Basins and should be deleted otherwise. The other river/lake commissions do not review or approve withdrawals.

3. **Water Feasibility Study.** If the use is to rely upon a nonpublic groundwater source and will withdraw [50,000] gallons per day (gpd)[14] or more over any consecutive 30-day period, or is to rely on surface water withdrawal, the applicant shall provide a water feasibility study. The purpose of the water feasibility study is to determine if there is an adequate supply of water for the proposed use and to estimate the impact of the use on existing wells, groundwater, and surface waters in the vicinity.

4. **Contents of water feasibility study.** The water feasibility study shall include the following information at a minimum:

    a. The projected water demands of the Data Center, including both average and peak daily consumption;

    b. The source of water to be used;

    c. A description of how water will be used, including the amount or proportion of water to be used for each purpose (e.g. cooling, humidity control, fire suppression, and domestic usage);

    d. A description of the amount or portion of water withdrawn that will be recycled or discharged and by what means and at what temperature;

    e. A topographic map of the area with a radius of at least one-half mile from the site including;

        i. The location of all existing and proposed wells within 3,000 feet of the property boundary, or, in the case of an assemblage of parcels, 3,000 feet of the exterior lines of the assemblage of parcels, including test wells and monitoring wells, with a notation of the capacity of all high-yield wells. This distance shall be increased to encompass the diversion and recharge areas of the proposed groundwater source if the hydrological setting analysis required by subsection (5)(a) below indicates either area will extend beyond 3,000 feet from the property boundary;

        ii. The location of all existing and proposed on-lot sewage disposal systems as well as all sewage treatment system surface water discharges;

        iii. The location of all surface waters, including perennial and intermittent streams, rivers, lakes, reservoirs, ponds, wetlands, springs, natural seeps, and estuaries and the use classification thereof (Cold Water Fishes, High Quality, Exceptional Value, etc.), if applicable, as set forth in Chapters 93 and 105 of Title 25 of the Pennsylvania Code;

        iv. Any known or potential habitats for threatened or endangered species; and;

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[14] This threshold can be adjusted as the municipality sees fit. For reference, 10,000 gpd is roughly equivalent to 75 residential units, 20,000 gpd is roughly equivalent to 150 residential units, and 50,000 gpd is roughly equivalent to 375 residential units.

v. The information applicable to groundwater withdrawals or surface water withdrawals, as appropriate, as required by subsections (5) and (6), below.

vi. A statement of the qualifications and the signature(s) of the person(s) preparing the study.

5. **Groundwater withdrawals.** For groundwater sources, the water feasibility study shall include a hydrogeologic report prepared by a registered professional geologist licensed by the Commonwealth of Pennsylvania analyzing the long-term sustainable yield of the water source. The hydrogeologic report shall include:

   a. A hydrological setting analysis which includes a hydrogeologic cross section, delineation of the portion of the aquifer through which water is diverted to the well (area of diversion), delineation of the area providing groundwater recharge to the diversion area (recharge area), and identification of water resources located within the diversion and recharge areas.

   b. The results of an aquifer test conducted in accordance with Pennsylvania Department of Environmental Protection, Bureau of Safe Drinking Water, Document No. 394-2125-001, *Aquifer Testing Guidance for Public Water Systems*[15], or other generally accepted methodology. Data shall include, at a minimum, precipitation data, static water levels immediately prior to yield testing, linear hydrographs of water levels and test responses of all monitoring points through background, testing, and recovery monitoring periods, residual drawdown graphs and logarithmic hydrographs of the production well and any monitoring points that had observable drawdown as a result of operating the production well. Field notes showing original observations, water levels and flow readings and the time readings were taken shall be included.[16]

   c. Analysis and interpretation of the aquifer test data, including a determination of the aquifer's hydraulic conductivity and specific capacity; aquifer transmissivity and storage coefficient;[17] estimation of the horizontal extent of the cone of depression; and determination of a safe yield for the well, including analysis of the effects of 180 days of pumping with no recharge; and a groundwater availability analysis providing potential availability in a one-in-ten year drought.

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[15] DEP Document No. 394-2125-001, pertains to public water supplies but details the contents of a hydrogeologic report. The process it describes includes a stepped-rate test, a background test, a constant-rate aquifer test and a recovery test. It also includes water quality testing for temperature, pH, conductivity, and turbidity.

[16] This language is taken from the ordinance adopted by Penn Forest Township, Carbon County.

[17] Hydraulic conductivity measures the ease with which water can move through the aquifer. Transmissivity is the rate at which the aquifer can horizontally transmit water. Both essentially measure how well the aquifer can transmit water. Specific capacity is the rate of discharge from a well per unit of drawdown. The storage coefficient is the volume of water an aquifer releases from storage per unit surface area of the aquifer per unit change in head

d. Test results from any wells tested in accordance with Section G, below

e. A determination of the effects of the proposed withdrawal on the quantity and quality of water in wells, surface waters, and the groundwater table within the horizontal extent of the cone of depression and how those impacts will be mitigated or remediated.

6. **Surface water withdrawals.** SEE SUPPLEMENTARY SHEET AT THE END OF THIS DOCUMENT [18]

G. **Water Supply – Pre-construction well testing**

1. If the use is to rely upon a nonpublic groundwater source and will withdraw and/or discharge 50,000 gallons per day (gpd)[19] or more over any consecutive 30-day period, the applicant shall notify each property owner within 3,000 feet of the **property** boundary or within the horizontal extent of the any production well's cone of depression, as determined by the hydrogeologic study, whichever is greater, of the proposed project and shall offer to test the owner's well for baseline water quality, total depth of the well, static water level and operating pumping water level.

2. If the property owner grants permission to allow for water quality and well testing, the applicant shall hire and pay the full cost of a certified lab and professional geologist with a focus on hydrogeology to collect the laboratory samples and well information. Alternatively, the property owner may elect to hire a certified lab and professional geologist of his own choosing to collect the laboratory samples and well information, in which case the applicant shall pay the full cost of such services.

3. Notifications shall be sent via certified mail, shall include the name and contact information of the person to whom to respond, and shall allow sufficient time for property owners to respond and for testing to be conducted prior to commencement of the constant-rate aquifer test.

4. The applicant shall include all test results obtained pursuant to this section in the water feasibility study.

H. **Water Supply – Post-construction monitoring and reporting**

1. For purposes of this section, area of influence (AOI) shall mean the greater of the horizontal extent of the production well(s)' cone of depression, as determined by the hydrogeologic report, or the area within 3,000 feet of the property boundary of the proposed project, or, in the case of an assemblage of parcels, within 3,000 feet of the exterior lines of the assemblage of parcels.

2. **Groundwater monitoring plan.**[20] The applicant shall submit a Groundwater Monitoring Plan prepared by a professional licensed hydrogeologist with expertise

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[18] Penn Future has devised surface water withdrawal provisions specific to each of Pennsylvania's major river basins based on The Nature Conservancy's Ecosystem Flow Recommendations. They are included in a supplemental section at the end of this document. Municipalities should incorporate the relevant river basin standard and omit the others.

[19] This threshold should match the threshold that triggers the need for a feasibility study.

[20] Language in this section is based in part on 25 Pa. Code § 89.34, 25 Pa. Code § 273.282, 25 Pa. Code § 110.501, and wetland monitoring conditions incorporated into certain NPDES permits.

in groundwater resource planning and management or another qualified professional or professionals approved by the [municipality]. The Groundwater Monitoring Plan shall include:

a. An inventory of existing wells, springs, and other groundwater resources within the AOI, including information on the location, ownership, depth to water, and usage for all wells;

b. Description of a groundwater monitoring system that ensures accurate characterization of groundwater flow, groundwater quantity and quality, and flow systems within the AOI. The system shall consist of the following at a minimum:

   i. At least one monitoring well at a point hydraulically upgradient from the point(s) of withdrawal in the direction of increasing static head that is capable of providing representative data of groundwater not affected by the facility, except when the facility occupies the most upgradient position in the flow system. In that case, sufficient downgradient monitoring wells shall be placed to determine the extent of adverse effects on groundwater from the facility; and

   ii. At least three monitoring wells at points hydraulically downgradient in the direction of decreasing static head from the point(s) of withdrawal.

c. Benchmark data collected prior to commencement of water withdrawal against which the impact of the water withdrawal may be compared in the future. Benchmark data shall include groundwater levels in all monitoring wells recorded as a distance from the elevation at the well head referenced to mean sea level based on United States Geological Survey datum.

d. Any additional information the [municipality] deems necessary to effectively assess the impact of the proposed development on groundwater supplies.

3. **Inspection of wells.** The Data Center Operator shall inspect monitoring wells, including water level loggers, at least monthly to ensure that they are not damaged and are functioning properly. If a damaged or malfunctioning well is identified, the [municipality] shall be contacted immediately in writing, and the well shall be restored to its design specifications within two weeks, unless weather conditions do not permit and/or this period is extended in writing by the [municipality]. In the event that the water table falls below the bottom of a monitoring well and the water level logger in that well becomes inoperable, the well shall be inspected at a minimum of once every two weeks and the data logger shall be re-installed once the water table is again observed in the well.

4. **Reporting.** The Data Center Operator shall submit to the [municipality] quarterly reports on forms and in a manner prescribed by the [municipality]. Reports shall include the following:

a. The quantity of all withdrawals, measured by means of a continuous-recording device, flow meter, or other method accurate to within 5% of actual flow, on a daily basis or such other frequency as may be approved by the [municipality];

b. Groundwater levels at all monitoring wells; measured on a daily basis or such other frequency as may be approved by the [municipality];

c. Precipitation data, measured on a daily basis or such other frequency as may be approved by the [municipality];

d. Certification of the accuracy of all measuring devices and methods to within 5% of actual flow;

e. Any loss of measuring or recording capabilities that occurred during the reporting period;

f. A running comparison of monitoring data comparing the data for the recording period to the data for the same period in each of the previous five years;

g. Any additional information the [municipality] deems necessary to determine whether the data center's water withdrawal adversely impacts water supply.

I. Adverse Groundwater Impacts; Presumptions; Hearing[21]

1. **Adverse Impacts.** The Data Center shall not cause an adverse impact to the water rights or water supply of others, including, but not limited to, by reducing the existing rate of flow of wells, causing contamination of wells, or depleting surface water resources of surrounding properties.

2. **Process for Complaints.**

   a. Any owner of a well or other person who believes a Data Center in the [municipality] has caused an adverse impact to such person's water rights or water supply may file a complaint in writing with the [municipality] on a form prescribed by the [municipality].

   b. Upon receiving a complaint pursuant to paragraph (a), the [municipality] shall notify the Data Center Operator in writing within five (5) business days.

   c. Within 60 days from the date of receipt of the complaint, the [municipality] shall decide whether the Data Center has caused the alleged adverse impact unless the complainant has agreed in writing to an extension of time or a hearing has been requested pursuant to paragraph (e), in which case the timelines set forth in paragraph (4) shall govern.

3. **Presumptions; burdens.** The following presumptions shall apply to the [municipality's] decision:

   a. A Data Center Operator shall be presumed to be responsible for any adverse impacts to any water supply well within the AIO that occurs within 60 months

[21] These provisions are based on the Jim Thorpe Borough, Carbon County, Code of Ordinances § 500-112, and the Buckingham Township, Bucks County, Well Ordinance (No. 2003-06).

following the date any production well is put into full production and shall have the burden of proving otherwise.

b. The Data Center Operator shall not be presumed to be responsible for any adverse impact to any well that is located outside the AIO or which takes place more than 60 months from the date the well or wells are put into full production. In such cases, any person claiming adverse impacts shall have the burden of proving said adverse impacts and that they are caused by the data center's withdrawal.

4. **Hearing.**

a. A Data Center Operator who asserts that an alleged adverse impact is not caused by the Data Center's well(s), any owner of a well outside the AIO who alleges an adverse water supply impact, and any owner of a well within the AIO who alleges an adverse impact more than 60 months from the date the data center's well or wells are put into full production, may request a hearing to be held before the [governing body] pursuant to the Pennsylvania Local Agency Law, 2 Pa. C.S.A. § 551, et seq., to overcome the presumption(s) set forth in Paragraph 3 by offering such evidence as they believe rebuts the presumption(s).

b. If the complainant requests a hearing, such request shall be made at the time of the filing of the complaint. If the the Data Center Operator alleged to have caused the adverse impact requests a hearing, the request shall be made within 30 days of the mailing of the notice required by paragraph 2(b). The hearing request shall include proof of service thereof on either the Data Center Operator or upon the complainant, as the case may be.

c. The [governing body] shall schedule and conduct a hearing and make a decision in accordance with, and pursuant to the timeline set forth in, Section 908 of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10908,[22] except references therein to the zoning hearing board shall be construed as references to the [governing body].

5. **Decision.**

a. The [governing body] shall decide, based on presumptions set forth in Paragraph 3, and the testimony and evidence presented at any hearing conducted pursuant to Paragraph 4, whether the Data Center has caused the alleged adverse impact.

b. Each decision shall be accompanied by written findings of fact and conclusions based thereon, together with the reasons therefor. Conclusions based on any provisions of any ordinance, rule or regulation shall contain a reference to the

[22] Alternatively, this provision can cross-reference existing local ordinance provisions governing hearings, so long as such provisions include adequate information about notice, the timing of the hearing, party status, and a timeline for decision-making.

provision relied on and the reasons why the conclusion is deemed appropriate in the light of the facts found.

6. **Remediation.** In the event that the [governing body] determines pursuant to the provisions of this Section that a Data Center is responsible for an adverse impact to the water supply of others, the Data Center Operator shall alleviate the adverse impact, at no expense to the affected property owner(s), so as to furnish reasonable quantity and quality of water. Remediation may include deepening the impacted well, drilling a new well, connecting the affected property to a public water supply, or any other measures as the [municipality] may approve as just and equitable under the individual circumstances.

J. **Enforcement**

1. In the event that that the Data Center Operator does not commence to remedy the adversely impacted water supply within [5] days of when the [governing body] finally determines that the Data Center Operator is responsible for an adverse impact, the [municipality] may draw down the financial security posted pursuant to this Section and apply such security as the [municipality] deems necessary to cure the problem. In the event that the financial security is not sufficient to cure the problem, the Data Center Operator shall be responsible for any additional expense, including legal, engineering and administrative costs, which are incurred in curing the problem.
2. The [municipality] may at its option, in addition to any other remedies available to it, institute an action in equity to enjoin, or any other appropriate action or proceedings, to restrain or prevent any violation of the provisions of this Section.

K. **Financial Security**

1. The Applicant shall deposit with the [municipality] at the time of land development approval financial security in an amount determined by multiplying $5,000 [23]by the number of all other groundwater wells within the Hydrologic Environment. The security shall be in the form of a term bond or the deposit of funds in escrow or a federal- or commonwealth-chartered lending institution irrevocable letter of credit and restrictive or escrow accounts.
2. Sixty (60) months after the date that the Data Center Operator's well(s) reaches full production, the [municipality] shall return to the Applicant all financial security posted pursuant to this Section upon written request, except such security as may be necessary to remedy any pending claims of adversely impacted wells which have not been finally determined.

L. **Power Supply**

1. If the applicant proposes to connect the Data Center to the electric grid, the applicant shall provide documentation from the applicable electric service provider certifying that that the necessary capacity is available and that electric service

[23] This number may be adjusted to reflect an appropriate cost to remedy adverse impacts to wells.

provider will serve the Data Center. Known impacts on electric rates or availability for other uses directly attributable to the Data Center project shall be noted.

2. Any energy generation system designed or used to supply power directly to a Data Center during normal operations, including solar, wind, fossil fuel, or nuclear energy generating systems, shall not be considered part of the Data Center use. Such systems shall be considered a separate use and shall be approved according to the zoning regulations applicable to such use.

M. **Emergency Management**

1. The applicant shall submit an Emergency Response Plan (ERP) prepared by a qualified professional. The ERP shall:
    a. Be reviewed and accepted by the local fire department and emergency management services as part of the [conditional use/special exception/land development] process;
    b. Include detailed procedures for fire suppression, containment, ventilation, and evacuation;
    c. Include an evaluation of the access roads and hydrant locations within the site to ensure suitable access for emergency equipment within the site;
    d. Ensure that all first responders receive adequate training specific to the installed system;
    e. Include provisions for annual fire safety inspections demonstrating compliance with fire safety standards to be performed by a qualified professional on behalf of the Data Center.
2. Any Data Center use proposing battery storage or any other device or group of devices capable of storing energy in order to supply electrical energy at a later time, whether the energy is stored for use on-site or off-site, shall demonstrate compliance with National Fire Protection Association (NFPA) Standard 855, Installation of Stationary Energy Storage Systems, or similar standards and must include fire suppression systems designed specifically for battery storage.
3. No Data Center shall be approved unless the applicant demonstrates that procedures for fire suppression, containment, ventilation, and evacuation are sufficiently protective of public health, safety and welfare.

N. **Aesthetics**

1. Any Data Center and Data Center Accessory Use building façade that faces a road, [ZONING DISTRICT], or existing residential use must incorporate at least two of the following design elements every 150 horizontal feet:
    a. A change in building material, pattern, texture, or color;
    b. A change in building height;
    c. Building step-backs or recesses having a minimum depth of five (5) feet;

O. **Parking**

1. Data Centers are to be provided with at least one parking space per 8,000 square feet of floor area designed and intended to be accessible regularly by employees, or one parking space for every one employee, based upon the maximum number of employees on site during the largest shift, whichever is lesser.

Section 4: Severability. If any sentence, clause, section, or part of this Ordinance or of the Zoning Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the [GOVERNING BODY] that this Ordinance and the Zoning Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

Section 5. Repealer. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

Section 6. Codification. Pursuant to the [APPPLICABLE MUNICIPAL CODE] and the Pennsylvania Municipalities Planning Code, the [MUNICIPALITY] Zoning Ordinance shall hereby be codified to incorporate the above-referenced amendments.

Section 7. Effective Date. This Ordinance shall take effect five (5) days after its adoption.

e. For surface water sources, the water feasibility study shall demonstrate that withdrawals will comply with the standards set forth in Table 1:

Table 1		
Parameter	**Drainage area of stream at point of withdrawal**	
	< 50 sq. mi	**>50 sq. mi.**
Floods	Maintain magnitude and frequency of 20-year, 5-year, and 2-year floods	
Monthly high flow	No greater than 10% change to magnitude of monthly high flow in any month	
Monthly median flow	Shall remain between 45th and 55th percentile for each month	
Upper monthly flow range	No more than 20% change for any calendar month	
Lower monthly flow range	No change for any calendar month	No more than 10% change for any calendar month
Monthly low flow	No change for any calendar month	

1. Terms used in Table 1 shall have the following meanings:
    i. **20-year flood**: Peak streamflow level having a 5% chance of occurrence in any given year
    ii. **5-year flood:** Peak streamflow level having a 20% chance of occurrence in any given year
    iii. **2-year flood:** Peak streamflow level having a 50% chance of occurrence in any given year
    iv. **Percent exceedance value.** The probability that a given flow will be equaled or exceeded in the stream at the point of withdrawal within a given month, expressed as Px. For example, the probability that the P75 flow for a given month will be exceeded at some point during the month is 75%.
    v. **Monthly flow duration curve**: a cumulative curve showing percent exceedance values for flows over a calendar month
    vi. **Monthly high flow:** flow having a percent exceedance value of P10
    vii. **Monthly median flow:** flow having a percent exceedance value of P50
    viii. **Monthly low flow:** For streams with drainage areas less than 50 miles, flow having a percent exceedance value of P75, for all other streams, flow having a percent exceedance value of P95
    ix. **Upper monthly flow range:** The area under the stream's monthly flow duration curve between P10 and P75

x. **Lower monthly flow range:** The area under the stream's monthly flow duration curve between P75 and P99

2. **Baseline streamflow calculation**.[24] Baseline streamflow statistics and flow duration curves shall be calculated using generally accepted methodology based on a minimum of ten (10) recent years of record, with representative wet, normal, and dry periods sufficiently represented.

3. **Use of reference stream gage.** Where data does not exist for the location from which withdrawal is proposed, data from an appropriate USGS reference stream gage shall be used to calculate baseline flow statistics. The reference stream shall be unregulated and of a similar drainage area size, physiographic province and geology, and mean annual precipitation and evapotranspiration, and ideally located on the same stream or on a nearby stream. Best professional judgment shall be used in selecting a reference stream that best represents the project site. Flow statistics from the reference gage shall be transferred to the project site using the drainage area ratio method.

4. **De minimis withdrawals**. An applicant is exempt from the requirement to demonstrate compliance with Table 1 if the feasibility study demonstrates that withdrawals will be *de minimis*. A withdrawal is *de minimis* if it does not exceed 5% of P95 for any calendar month for streams having a drainage between 10 and 1,000 square miles at the point of withdrawal or 10% of P95 for any calendar month for streams having a drainage area greater than or equal to 1,000 square miles at the point of withdrawal. No withdrawal shall be considered *de minimis* for streams having a drainage area less than 10 square miles at the point of withdrawal.

5. **Minimum passby flows.** Minimum passby flows must be maintained at all times, in accordance with Table 2. A passby flow is the prescribed quantity of water that must be allowed to pass the point of withdrawal at all times during which withdrawal is occurring.

Passby flow requirement	
Drainage area of stream at point of withdrawal	**Required monthly passby flow**
≤10 mi.	P70
10–49.9 mi.	P75
50–199.9 mi.	P80
200–999.9 mi.	P85
1,000–4,999.9 mi.	P90
≥ 5,000 mi.	P95

[24] Susquehanna River Basin Commission, TECHNICAL GUIDANCE FOR LOW FLOW PROTECTION RELATED TO WITHDRAWAL APPROVALS UNDER POLICY NO. 2012-11 at 6–7 (2012).

e. For surface water sources, the water feasibility study shall demonstrate that withdrawals will comply with the standards set forth in Table 1:

Table 1			
Parameter	**Drainage area of stream at point of withdrawal**		
	<10 sq. mi.	**10–200 sq. mi**	**> 200 sq. mile**
Floods	Maintain magnitude and frequency of 20-year, 5-year, and 2-year floods		
Monthly high flow	No greater than 10% change in magnitude in any month		
Monthly median flow	No change	No greater than 10% change in magnitude in any month	
Monthly low flow	No change	No greater than 10% change in magnitude in any month	
Upper monthly flow range	No greater than 20% change in magnitude in any month		
Middle monthly flow range	No change	No greater than 10% change in magnitude in any month	No greater than 15% change in magnitude in any month
Lower monthly flow range	No change	No greater than 10% change in magnitude in any month	

1. Terms used in Table 1 shall have the following meanings:
   i. **20-year flood**: Peak streamflow level having a 5% chance of occurrence in any given year
   ii. **5-year flood:** Peak streamflow level having a 20% chance of occurrence in any given year
   iii. **2-year flood:** Peak streamflow level having a 50% chance of occurrence in any given year
   iv. **Percent exceedance value.** The probability that a given flow will be equaled or exceeded in the stream at the point of withdrawal within a given month, expressed as Px. For example, the probability that the P75 flow for a given month will be exceeded at some point during the month is 75%.
   v. **Monthly flow duration curve**: a cumulative curve showing percent exceedance values for flows over a calendar month
   vi. **Monthly high flow:** flow having a percent exceedance value of P10
   vii. **Monthly median flow:** flow having a percent exceedance value of P50
   viii. **Monthly low flow:** For streams with drainage areas less than 10 miles, flow having a percent exceedance value of P75, for all other streams, flow having a percent exceedance value of P90

ix. **Upper monthly flow range:** The area under the stream's monthly flow duration curve between P10 and P50

x. **Middle monthly flow range:** The area under the stream's monthly flow duration curve between P50 and P75

xi. **Lower monthly flow range:** The area under the stream's monthly flow duration curve between P75 and P99

2. **Baseline streamflow calculation**.[25] Baseline streamflow statistics and flow duration curves shall be calculated using generally accepted methodology based on a minimum of ten (10) recent years of record, with representative wet, normal, and dry periods sufficiently represented.

3. **Use of reference stream gage.** Where data does not exist for the location from which withdrawal is proposed, data from an appropriate USGS reference stream gage shall be used to calculate baseline flow statistics. The reference stream shall be unregulated and of a similar drainage area size, physiographic province and geology, and mean annual precipitation and evapotranspiration, and ideally located on the same stream or on a nearby stream. Best professional judgment shall be used in selecting a reference stream that best represents the project site. Flow statistics from the reference gage shall be transferred to the project site using the drainage area ratio method.

4. **De minimis withdrawals**. An applicant is exempt from the requirement to demonstrate compliance with Table 1 if the feasibility study demonstrates that withdrawals will be *de minimis*. A withdrawal is *de minimis* if it does not exceed 5% of P95 for any calendar month for streams having a drainage between 10 and 1,000 square miles at the point of withdrawal or 10% of P95 for any calendar month for streams having a drainage area greater than or equal to 1,000 square miles at the point of withdrawal. No withdrawal shall be considered *de minimis* for streams having a drainage area less than 10 square miles at the point of withdrawal.

[25] Susquehanna River Basin Commission, TECHNICAL GUIDANCE FOR LOW FLOW PROTECTION RELATED TO WITHDRAWAL APPROVALS UNDER POLICY NO. 2012-11 at 6–7 (2012).

e. For surface water sources, the water feasibility study shall demonstrate that withdrawals will comply with the standards set forth in Table 1:

Table 1			
Parameter	**Drainage area of surface water**		
	<40 sq. mi	**40–200 sq. mi.**	**> 200 sq. mi.**
20-yr flood	Maintain magnitude and frequency for 20-year, 5-year, and 2-year floods		
Monthly high flow	No greater than 10% change in magnitude in any month		
Monthly median flow	No change	No greater than 10% change in magnitude in any month	No greater than 15% change in magnitude in any month
Monthly low flow	No change		No greater than 10% change in magnitude in any month
Upper monthly flow range	No greater than 20% change in magnitude in any month		
Middle monthly flow range	No change	No greater than 10% change in magnitude in any month	No greater than 15% change in magnitude in any month
Lower monthly flow range	No change	No greater than 10% change in magnitude in any month	

1. Terms used in Table 1 shall have the following meanings:

   i. **20-year flood**: Peak streamflow level having a 5% chance of occurrence in any given year

   ii. **5-year flood:** Peak streamflow level having a 20% chance of occurrence in any given year

   iii. **2-year flood:** Peak streamflow level having a 50% chance of occurrence in any given year

   iv. **Percent exceedance value.** The probability that a given flow will be equaled or exceeded in the stream at the point of withdrawal within a given month, expressed as Px. For example, the probability that the P75 flow for a given month will be exceeded at some point during the month is 75%.

   v. **Monthly flow duration curve**: a cumulative curve showing percent exceedance values for flows over a calendar month

   vi. **Monthly high flow:** flow having a percent exceedance value of P10

   vii. **Monthly median flow:** flow having a percent exceedance value of P50

viii. **Monthly low flow:** For streams with drainage areas less than 40 miles at the point of withdrawal, flow having a percent exceedance value of P75, for all other streams, flow having a percent exceedance value of P90

ix. **Upper monthly flow range:** The area under the stream's monthly flow duration curve between P10 and P50

x. **Middle monthly flow range:** The area under the stream's monthly flow duration curve between P50 and P75

xi. **Lower monthly flow range:** The area under the stream's monthly flow duration curve between P75 and P99

2. **Baseline streamflow calculation**.[26] Baseline streamflow statistics and flow duration curves shall be calculated using generally accepted methodology based on a minimum of ten (10) recent years of record, with representative wet, normal, and dry periods sufficiently represented.

3. **Use of reference stream gage.** Where data does not exist for the location from which withdrawal is proposed, data from an appropriate USGS reference stream gage shall be used to calculate baseline flow statistics. The reference stream shall be unregulated and of a similar drainage area size, physiographic province and geology, and mean annual precipitation and evapotranspiration, and ideally located on the same stream or on a nearby stream. Best professional judgment shall be used in selecting a reference stream that best represents the project site. Flow statistics from the reference gage shall be transferred to the project site using the drainage area ratio method.

4. **De minimis withdrawals**. An applicant is exempt from the requirement to demonstrate compliance with Table 1 if the feasibility study demonstrates that withdrawals will be *de minimis*. A withdrawal is *de minimis* if it does not exceed 5% of P95 for any calendar month for streams having a drainage between 10 and 1,000 square miles at the point of withdrawal or 10% of P95 for any calendar month for streams having a drainage area greater than or equal to 1,000 square miles at the point of withdrawal. No withdrawal shall be considered *de minimis* for streams having a drainage area less than 10 square miles at the point of withdrawal.

[26] Susquehanna River Basin Commission, TECHNICAL GUIDANCE FOR LOW FLOW PROTECTION RELATED TO WITHDRAWAL APPROVALS UNDER POLICY NO. 2012-11 at 6–7 (2012).

e. For surface water sources, the water feasibility study shall demonstrate that withdrawals will comply with the standards set forth in Table 1:

Tributaries to the Great Lakes				
	July-October		**November-June**	
Drainage area of surface water	Withdrawal limit	Passby flow requirement	Withdrawal limit	Passby flow requirement
<50 sq. mi.	10% of P50	P50	10% of P50	P70
50–200 sq. mi	10% of P75	P70	10% of P75	P80
200–1,000 sq. mi.	15% of P75	P70	15% of P75	P80
> 1,000 sq. mile	20% of P75	P85	20% of P75	P80

1. Terms used in Table 1 shall have the following meanings:
    i. **Px - Percent exceedance value.** The probability that a given flow will be equaled or exceeded in the stream at the point of withdrawal within a given month, expressed as Px. For example, the probability that the P75 flow for a given month will be exceeded at some point during the month is 75%.
    ii. **Passby flow.** The prescribed quantity of water that must be allowed to pass the point of withdrawal at all times during which withdrawal is occurring.
    iii. Withdrawal limit. The maximum quantity of water that may be withdrawn at any time during which withdrawal is occurring.
2. **Baseline streamflow calculation**.[27] Baseline streamflow statistics and flow duration curves shall be calculated using generally accepted methodology based on a minimum of ten (10) recent years of record, with representative wet, normal, and dry periods sufficiently represented.
3. **Use of reference stream gage.** Where data does not exist for the location from which withdrawal is proposed, data from an appropriate USGS reference stream gage shall be used to calculate baseline flow statistics. The reference stream shall be unregulated and of a similar drainage area size, physiographic province and geology, and mean annual precipitation and evapotranspiration, and ideally located on the same stream or on a nearby stream. Best professional judgment shall be used in selecting a reference stream that best represents the project site. Flow statistics from the reference gage shall be transferred to the project site using the drainage area ratio method.
4. **De minimis withdrawals**. An applicant is exempt from the requirement to demonstrate compliance with Table 1 if the feasibility study demonstrates that

[27] Susquehanna River Basin Commission, TECHNICAL GUIDANCE FOR LOW FLOW PROTECTION RELATED TO WITHDRAWAL APPROVALS UNDER POLICY NO. 2012-11 at 6–7 (2012).

withdrawals will be *de minimis*. A withdrawal is *de minimis* if it does not exceed 5% of P95 for any calendar month for streams having a drainage between 10 and 1,000 square miles at the point of withdrawal or 10% of P95 for any calendar month for streams having a drainage area greater than or equal to 1,000 square miles at the point of withdrawal. No withdrawal shall be considered *de minimis* for streams having a drainage area less than 10 square miles at the point of withdrawal.

OTHER RIVER BASINS[28]

e. For surface water sources classified by PADEP as Exceptional Value (EV), High Quality (HQ) or Cold Water Fishes (CWF), the water feasibility study shall demonstrate using the Pennsylvania-Maryland Instream Flow Study (PA-MD IFS) model that withdrawals will not cause habitat loss in excess of the following:

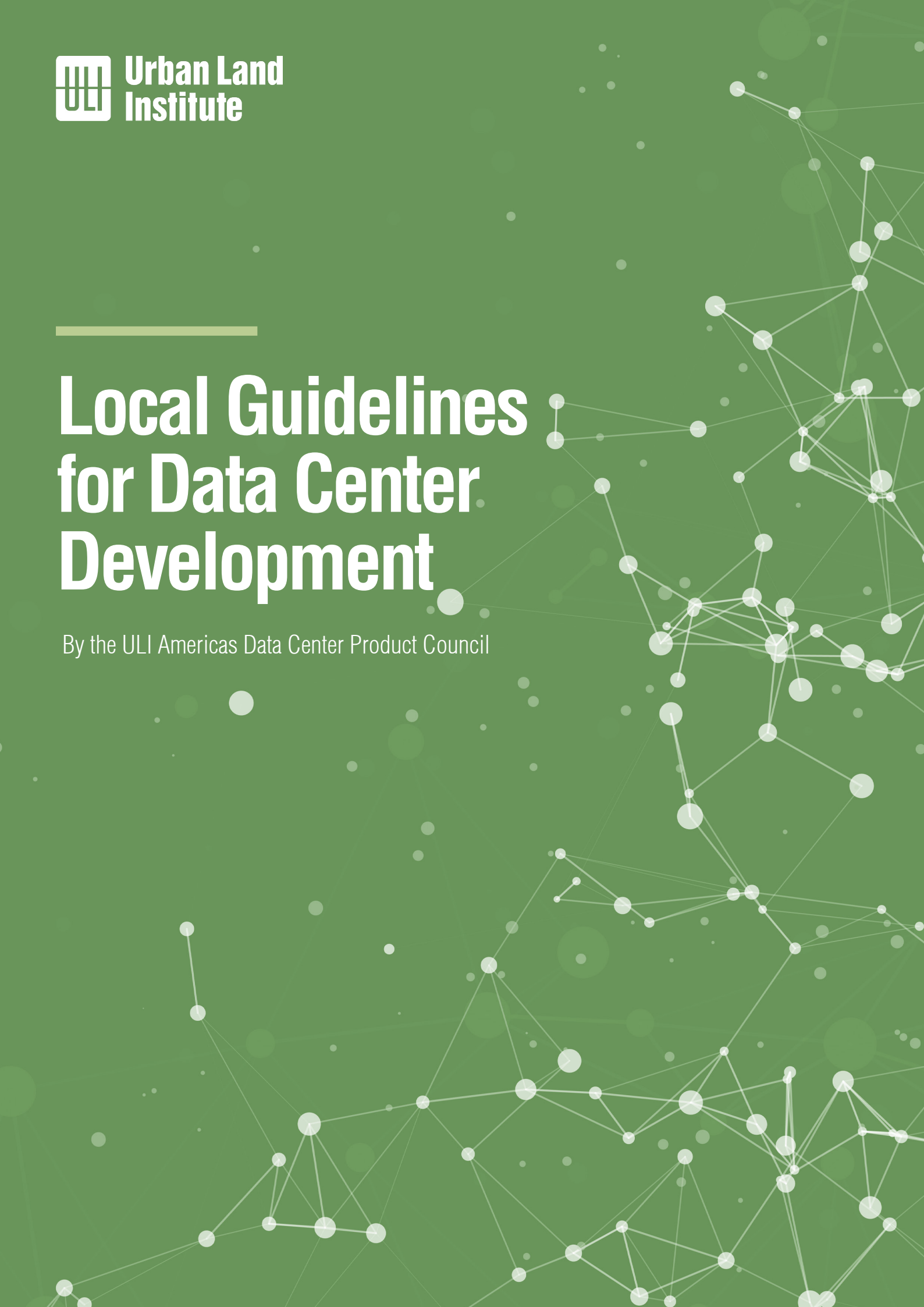
   1. For Exceptional Value and High Quality streams, withdrawal shall not cause annual instream habitat loss greater than 5%
   2. For streams classified as Cold Water Fishes and as Class B wild trout streams by the PA Fish and Boat Commission, withdrawal shall not cause annual instream habitat loss greater than 10%
   3. For streams classified as Cold Water Fishes and as Class C or D wild trout streams by the PA Fish and Boat Commission, , withdrawal shall not cause instream annual habitat loss greater than 15%
   4. In no case shall passby flow in any stream be less than the lowest seven-day average flow that occurs on average once every ten years ($Q_{7\text{-}10}$) at the point of withdrawal
   5. For surface water sources classified by PADEP as Warm Water Fishes (WWF), the water feasibility study shall demonstrate that passby flow shall meet or exceed 20% of annual average daily flow (ADF) for the surface water or the lowest seven-day average flow that occurs on average once every ten years (Q7-10) at the point of withdrawal, whichever is higher.

[28] This provision is appropriate for streams with drainage areas of less than 100 miles that are designated as Cold Water Fisheries, Hiqh Quality, or Exceptional Value and are located in the river basins not covered by the provisions above.

Urban Land Institute

Local Guidelines for Data Center Development

By the ULI Americas Data Center Product Council





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ULI Americas Data Center Product Council

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1 Introduction: data centers 101

This paper seeks to demystify data centers and their purpose while offering a balanced model zoning ordinance for data center development that authorities having jurisdiction (AHJs) can adapt straight from the page. It also aims to provide a roadmap to data center development for local officials, planners, and other municipal decision-makers.

Data centers are still a relatively new land use, and they are often misunderstood or miscategorized. To be ready when data centers are proposed in your jurisdiction or to attract them, first it is important to understand their purpose in our society and how they function, as well as to have strategies to mitigate common challenges.

Essential infrastructure

In the morning, most of us brush our teeth or take a shower. We may not know where the water comes from or where it goes. We may not know that it is treated at a plant and arrives at our homes, where wastewater departs, is received in a facility, and is released into surface water systems.

These days, we often check our email or social media first thing in the morning, even before we shower or brush our teeth. The internet—like water, sewer, and power systems—has become part of our essential everyday infrastructure.

Water and sewage systems are typically financed and delivered by local cities or counties. Power is funded and delivered by a mix of public and private entities. Data centers, however, which form the backbone of the internet, are financed, developed, and operated primarily by privately held businesses. Unlike what occurs with other critical infrastructure systems, the development of data centers requires navigating a complex landscape of private property laws, environmental impact assessments, and local zoning regulations. Local officials, in other words, play a key role in ensuring access to the internet economy.

Purpose and function

A **data center** is a building that houses the infrastructure that supports the world's computing functions. This building is filled with servers that process and store the data commonly referred to as "the cloud."

Processing and storage

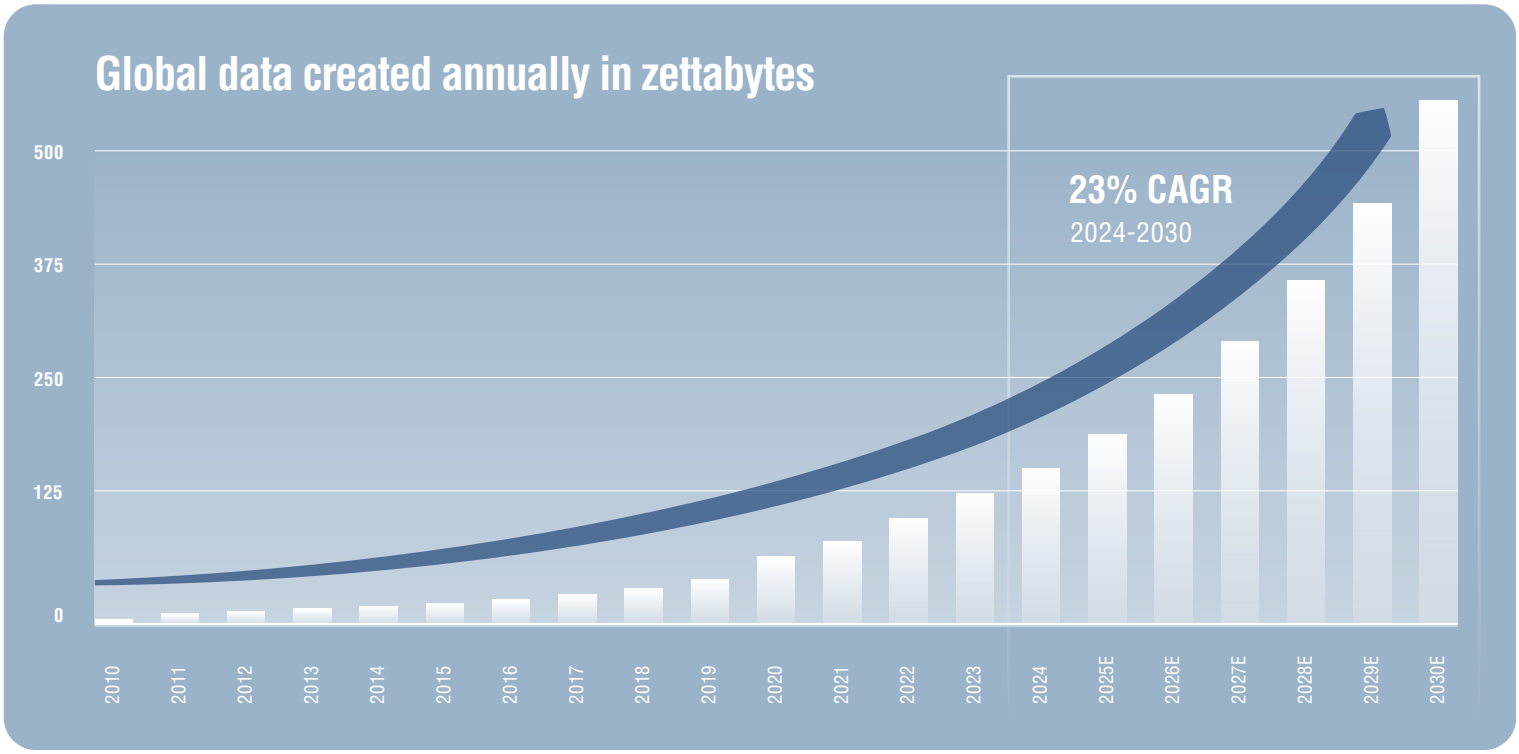
Whenever you swipe your credit card, join a Zoom meeting, or send an email, your virtual activity connects to a real place in the physical world: a data center.

What gets processed in a data center? A better question: what does not? Data centers house our national security systems, including military communications. They enable online commerce, financial services, health care, and other essential services. Each app on your phone—even offline apps that

sync—and every activity on the internet requires a data center.

When you use your smartphone, that tiny device does not process your requests. Instead, your phone asks questions that get answered in data centers—usually in a fraction of a second.[1]

Data centers' primary function is processing and accessing data, but they also store data, safeguarding sensitive information so it's inaccessible to hackers. When you save a file to the cloud, you are not storing it in the sky. A data center stores it, more efficiently and securely than a filing cabinet ever could.



Source: JLL Research, IDC

The demand for more data center capacity

Our economy and communities were able to continue functioning during the Covid-19 pandemic—when schools, workplaces, and social gatherings shifted to the internet—thanks in large part to the support provided by data centers. This change also moved us further into an economy that exists, largely, online.

The rise of remote work and advancements in artificial intelligence (AI) that require high-density computing increased the demand for processing and data storage, thus requiring more data center capacity. As a result, this property category has grown significantly.

If society and the economy continue the shift to the internet, we would seem to face a need for more data centers. Where these new data centers will be developed is a matter of great importance that requires several variables to come together. To discuss these variables, we first must discuss what a data center is.

Types of data centers

Corporate or **enterprise data centers**, which store and process a single organization's data, rose in prominence in the mid-1990s as the dot-com boom drove demand for fast internet connectivity and 24/7 operations. These data centers often store the data of financial institutions—think American Express or Wells Fargo—that typically own and operate such facilities themselves, rather than leasing them from a provider.

1 "One: You Use Data Centers," Where the Internet Lives, Google, podcast audio, https://podcasts.apple.com/us/podcast/one-you-use-data centers/id1541394865?i=1000501909698.

At **colocation data centers**, which include **retail data centers**, third-party operators lease data center space—a certain number of server cabinets, for example, or kilowatts (kW) to multiple companies.

Wholesale data centers are a type of colocation data center where a third-party developer rents large portions of the space and energy capacity to one company–often, all of it.

Telecom data centers, owned by telecommunications companies such as Verizon, are where traffic from cell towers "switches" to the internet. These facilities tend to be smaller than the other data center types and require less energy.

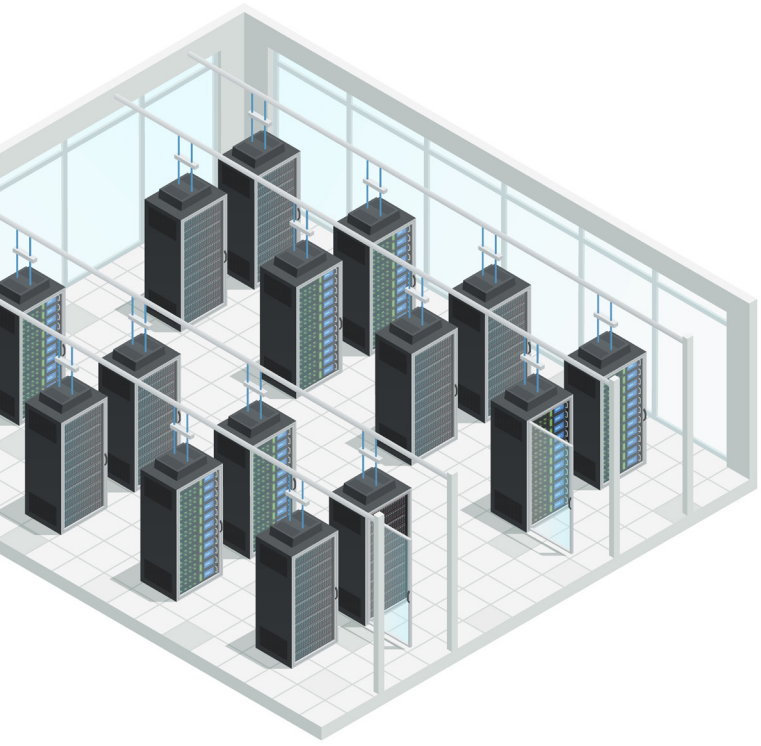
Hyperscale data centers are built for a single customer: one of the large tech companies that provide many of the services we use every day—Google (Google Cloud), Amazon (AWS), Microsoft, and Meta. These companies sometimes own their own centers, and sometimes they lease them from a third-party developer. These centers are built based on the data demands of the hyperscaler.

The name *hyperscaler* emphasizes the ability to scale resources up or down quickly and efficiently to meet demand. These companies have a massive number of users and generate vast amounts of data, which together demand substantial processing power and storage capacity, especially as user bases grow unpredictably.

Differences from industrial warehouses

Data centers differ from other forms of commercial real estate. They constitute a relatively new category and, until recently, they were concentrated in select geographic areas. As a result, the buildings housing our essential internet infrastructure are widely misunderstood.

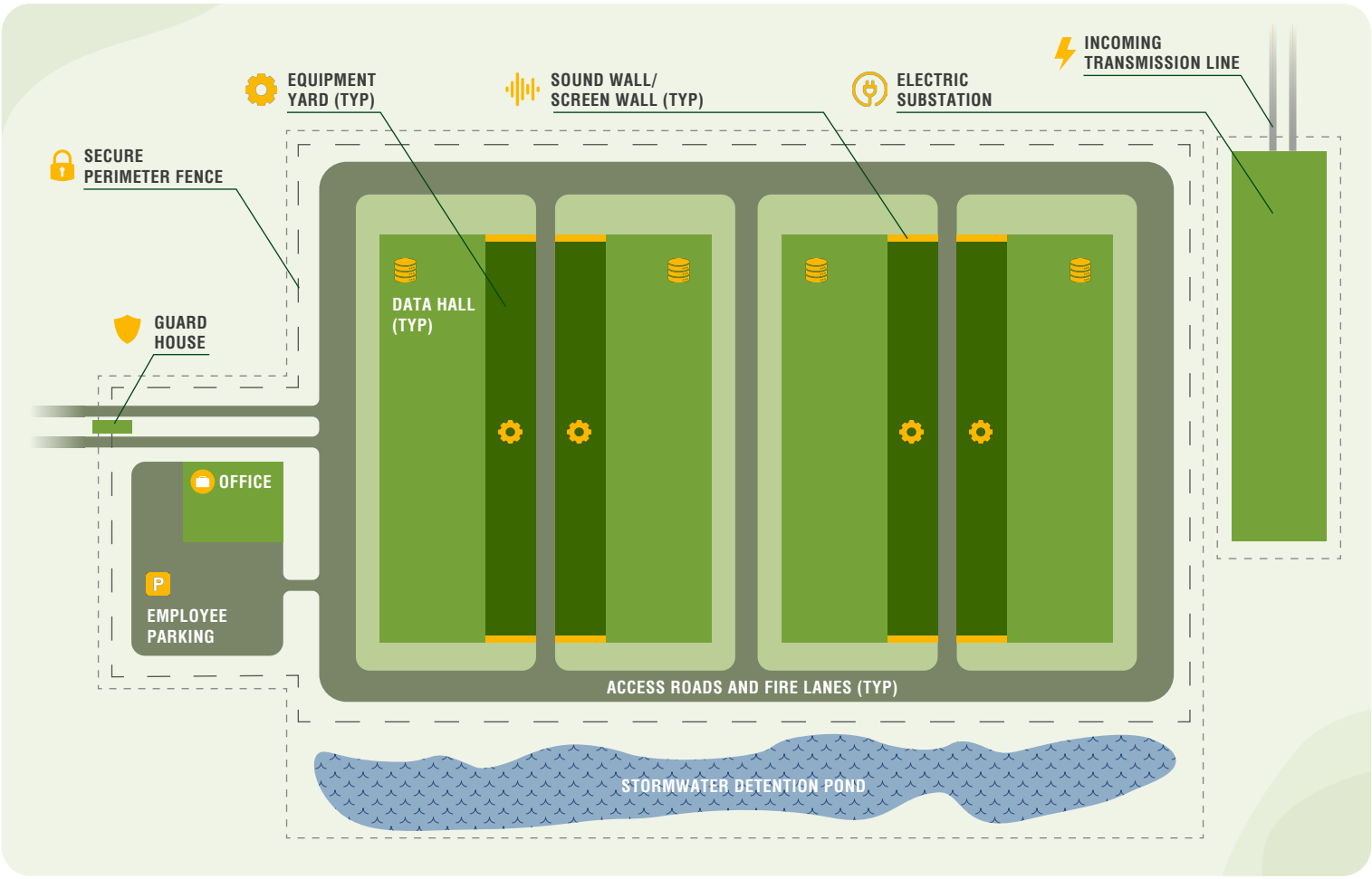
Typically, data centers are not explicitly mentioned in zoning codes. Instead, they fall under the umbrella of general industrial zoning uses. But because they store data, they are not typical warehouses. Their classification, as such, causes planning challenges, which we will detail further in a later section.



Here's how data centers differ from industrial warehouses or factories:

- Data centers are more compatible with other uses nearby because, unlike factories or warehouses, they are odorless and lack truck traffic.
- They are often taller than traditional single-story warehouses. Data centers can be single-story or multistory. Single-story data centers start at around 30 feet (9.1 meters) and multi-story data centers go up from there.
- They require fewer employees once construction is complete, so long-term impacts on traffic, schools, and public services are minimal.
- They need fewer parking spaces and plumbing fixture counts than are typically mandated by industrial codes.
- Data centers require more robust underground and above-ground infrastructure.
- Unlike warehouses and factories, data centers have external electrical and mechanical equipment.
- Some data centers need multiple layers of redundancy, which we'll discuss in a moment.
- Data centers require more security measures than industrial buildings, including 24/7/365 surveillance and controlled-access points.

Let's tour a hyperscale data center campus



Most of the data centers developed today are hyperscale data centers—typically within campuses. We tour one below.

Approaching the campus

As you approach a hyperscale data center campus, you are likely to encounter a fence or gate—often with a gatehouse—beyond which you may be able to see equipment yards and cooling equipment in the distance.

Security

Data center campuses have extensive security measures and strict protocols for employees and visitors. Infrared surveillance cameras and tall, anti-climb security fences that detect movement surround the property. A guard at the gatehouse checks guests' credentials outside. If you make it past this point—few people do—you will find another security checkpoint at the entrance to the data center building itself, where additional security personnel check badges.

Equipment yards

Before heading inside, let's first follow the winding campus driveway and stop at the mechanical and electrical equipment yards.

Electrical yards

In the electrical yards, you'll hear the low hum of static if you stand directly under the transmission lines. A nearby **utility substation transformer** receives this power and converts it down to the lower voltage needed for use inside. The medium-voltage power feeds into **switchgear** in the electrical yard—or another type of power distribution equipment that similarly dispenses electrical power throughout the data center.

Alongside the switchgear, you will see multiple generators that provide emergency power in case of an electrical utility outage. If they look like they aren't running, it's because they are usually turned off. Except during emergency outages, they are turned on only for monthly maintenance tests for a mere 30 minutes[2] and are quiet while running due to sound-attenuated enclosures.

2 GeneratorSource, "Data Center Generator Maintenance," GeneratorSource, January 2024, https://www.generatorsource.com/blog/January-2024/Data-Center-Generator-Maintenance.aspx.

Redundancy

Like hospitals, data centers require a high level of redundancy to ensure they never go down, and the generators are part of this preparedness. Redundancy is often also created through multiple power feeds. The servers have backup capacity, too. For instance, your inbox is stored on several servers so that if one fails, your emails remain accessible.

Mechanical yards

The mechanical yards operate similarly but typically focus on cooling rather than on power redundancy. On the ground, you'll find chillers that cool the data center. At some data centers, they are on the roof.

Heat is a byproduct of computer processing. The servers within data centers must remain cool to function correctly. There are multiple ways of to achieve this cooling, but for the purposes of this paper, we focus on three main categories: air-cooled chillers, water-cooled chillers, and evaporative cooling.

A highly efficient **air-cooled chiller system** is sealed in a closed loop and uses little to no water—less than the amount used in three single-family homes.

Both water-cooled and evaporative systems use more water and consume less electricity than air-cooled chiller systems. In an open-loop **water-cooled chiller system**, cooling towers evaporate water for cooling purposes. **Evaporative cooling** is primarily achieved by large air-handling units that move air across a wet medium to evaporate water, which removes heat and cools the air in the data hall.

Data center structure

Let's now make our way through the security checkpoint and into the data center building itself. Inside, we find the **data hall**, where the servers sit in rows of tall racks along a series of aisles fed by **electrical distribution equipment**. Data halls are the *pièce de résistance* of any data center. Such a structure is typically designed from the data hall outward, with all supporting infrastructure responding directly to its needs.

If you examine the racks from the floor upward, you see bundles of colorful fiber optic cables (inside of which are thin strands of glass) connecting servers to switches and routers. These cables enable high-speed data transfer. Without them, we would be unable to access the web or many of the apps we use daily. The cables are organized in lanes that converge at massive **switches**.

Inside the data center building, you also find electrical rooms that house other critical power supply infrastructure. Battery-powered **uninterruptible power supply (UPS) systems** sit in large cabinets against the wall. In the event of a utility outage, these systems feed power to **power distribution units (PDUs)** inside the data hall. UPS systems are the first-used backup power source and often prevent use of the generators outside.

The importance of clustering

The internet is a network of interconnected networks, and so are data centers. **Clustering** refers to the practice of linking the servers at multiple data centers with high-speed, low-latency connections so they work together as a unified system. This interconnected group is called a cluster, and each server in the cluster is called a **node**.

Importantly, clustering requires physical proximity: locating multiple data centers close to one another geographically so that optical signals in fiber cables don't lose strength. That's why a huge portion of global internet traffic passes through major hubs such as northern Virginia's "Data Center Alley."

Clustering also requires interconnection—linking these data centers through high-speed, low-latency connections.

Reduced latency

One primary reason for data center clustering is to reduce **latency**, the time it takes for information to travel from its source to its destination. When data centers are geographically distant from each other, latency increases, which leads to slower application performance for end users, including the dreaded "spinning wheel of death." When data centers are located near each other, data can travel shorter distances, and this information exchange runs faster. Due to quicker response times, the user experience improves.

Improved reliability

Clustering enhances redundancy. If one data center server goes offline, others in the cluster can take over, ensuring continuous service availability. Without clusters, one server failure could cause an outage with international implications. In the appendix, we explore this concept further through a case study.

Load balancing

Clustered data centers allow for more efficient **load balancing**, the process of distributing network traffic across multiple servers at interconnected data centers. This practice prevents any single server or center from becoming overwhelmed.

Shared infrastructure

Data centers require conduits for power and, in some cases, water. When data centers cluster, they benefit from shared power and cooling infrastructure while also reducing the need for long-distance fiber optic connections.

2 What happens when data centers come to your region: opportunities, challenges, and mitigations

Data centers can provide significant economic benefits and other opportunities. Data center projects also introduce unique planning challenges, however. To be prepared, and to seize opportunities when appropriate, AHJs must understand these challenges and how to mitigate them.

Opportunities

Support essential national infrastructure

Data centers contribute to national infrastructure and economic growth. Also, they enable the digital economy by underpinning businesses of all sizes in virtually every industry.

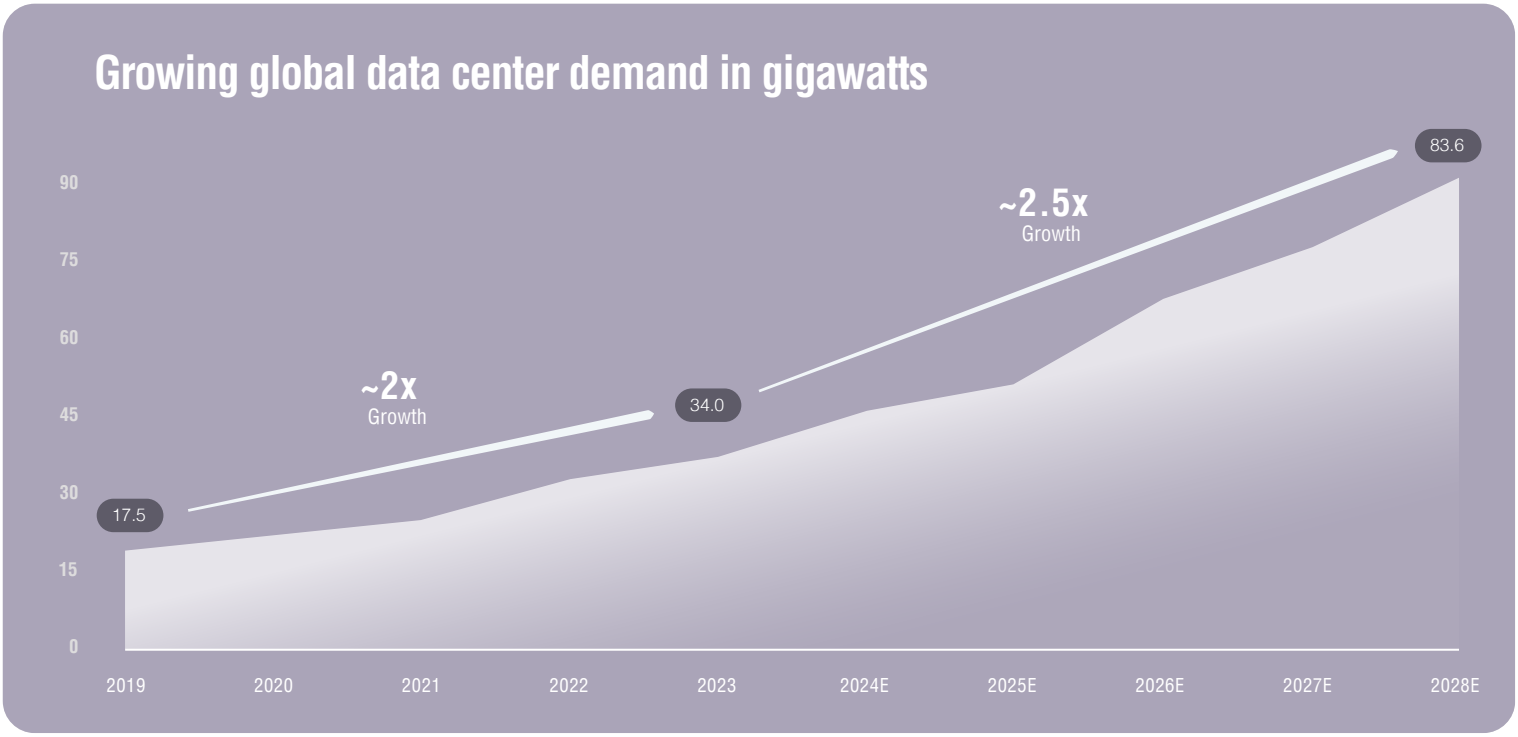
According to the United States Department of Energy[3], "At a national level, data centers are critical to supporting America's economic growth by powering businesses and enabling continued leadership in innovation, including for AI applications."

HERE'S HOW DATA CENTERS SUPPORT NATIONAL SECURITY AND ECONOMIC GROWTH:

- They protect the privacy of all of the data within U.S. borders against cyber threats by powering security measures such as encryption, firewalls, and access controls.
- They host critical infrastructure for our emergency services, providing the necessary computing power and data storage to support communication networks, emergency response coordination, and real-time data analysis during crises.
- Our health care system depends on data centers. They enable a range of services, from telehealth visits to managing digital health records, and they even assist in providing data-analysis-informed diagnoses for patients.
- Banks and the rest of our financial ecosystem rely on data centers for their daily operations.
- Data centers also support the development and deployment of emerging tech. Data centers are the backbone of AI infrastructure, which requires rapid data processing, storage, and analysis at scale.
- On a macroscale, maintaining advanced data center infrastructure allows the U.S. to compete with such countries as China in the race for AI dominance, thus fostering economic growth and strengthening national security through technological leadership.
- On a microscale, data centers also improve businesses' operational efficiency by democratizing access to supercomputer processing and secure cloud storage so that small businesses can compete more easily with larger corporations.

3 U.S. Department of Energy, "Clean Energy Resources to Meet Data Center Electricity Demand," https://www.energy.gov/policy/articles/clean-energy-resources-meet-data center-electricity-demand.

Increase much-needed processing and storage capacity



Source: CBRE, DC Bytes

Our needs for data center capacity have grown—and continue to grow at a fast clip as we create more data.

If we don't build data centers that support this increasing data density, it could hamper the economy, business operations, and our daily lives.

On a microlevel, a lack of data center capacity or redundancy makes files and apps load slowly. On a macrolevel, if we don't build enough data centers to meet our growing storage and processing needs, there will be outages with international consequences, like the October 2021 Meta outage. We include a case study on this incident and its profound impacts in the appendix.

Jobs

When data centers are in operation, they require fewer employees to operate than most other commercial properties, leaving minimal impacts on traffic in surrounding areas. A typical data center operates with fewer employees than other commercial or industrial facilities. Unlike industrial facilities, there is no fleet of trucks going in and out, which further minimizes traffic congestion.

More workers are present while the data center campus is under construction, though. Data center construction projects happen in phases, especially on larger campus developments, and these phases can extend over several years. This phased approach often leads to misunderstandings regarding the permanency of the increased traffic. Clear communication about the nature and duration of construction phases can help manage expectations and reduce misunderstandings.

This phasing approach has a plus side, however. Data centers create local construction jobs for tradespeople who otherwise travel from job to job—with less fossil fuel consumption thanks to reduced commuting. Jobs related to data center construction typically provide these workers, sometimes called journey-people, with more stability and longer timelines, offering a higher quality of life. This outcome, in turn, can prevent or alleviate labor shortages and reduce renovation and building expenses in the area, benefiting homeowners and businesses.

Although the operational workforce of data centers is relatively small, people employed in these roles are well-compensated, often earning six-figure salaries without the need for significant training or a college degree. During both the construction and operational phases, data center jobs boost to the local economy because workers spend at retail stores, nearby restaurants, hotels, and suppliers.

Data centers also indirectly create many jobs across the broader economy. According to PricewaterhouseCoopers International Limited[4] (PwC), each direct job in the U.S. data center industry

4 PwC, "Economic Impact Study of the US Data Center Industry," January 2021; "Data Centers and Ancillary Job Creation," TechIndustryReview, March 2022.

generates, on average, six ancillary jobs throughout the national economy. As a result, the total annual impact of the data center industry on national employment—combining direct, indirect, and induced effects from both construction and operations—grew from 2.9 million jobs in 2017 to 3.5 million jobs in 2021, representing a 20 percent increase.

Furthermore, the PwC study does not include jobs created by the cloud access and processing power that data centers enable. Data centers also facilitate zero-commute remote work across the country, further reducing fossil fuel consumption and contributing to a more sustainable economic model.

Tax revenue

Data centers provide municipalities with substantial economic and fiscal benefits through various forms of tax revenue (if unabated) that far exceed ones associated with other property types.

Hyperscale data centers are capital-intensive developments that can cost billions to construct—and are filled with high-value equipment and infrastructure. Taxes levied against them can be a windfall for AHJs.

A case in point: the data center tax base in Loudoun County, the central hub of North Virginia's Data Center Alley, increased from $15.996 billion in 2023 to $25.627 billion in 2024, constituting 58.5 percent of the municipality's total tax revenue.[5]

Data center owners pay two primary forms of property taxes. The first is real property tax, which applies to the land campuses are built on and the permanent structures that sit upon it, such as buildings. The second is personal property tax, which is levied on movable assets such as the servers and equipment inside data centers.

These revenues become significant boons to surrounding municipalities. In Loudoun, personal property tax revenue from computer equipment purchases for data centers surged by 170 percent in 2023, accounting for two and a half times the tax revenue.

The presence of data centers can also lower the overall tax burden for residents. In Loudoun, the general property tax rate is set at $0.87 per $100 of assessed value; it would be $1.33 (an additional 52 percent) but for the influx of data center developments, according to the county's executive director of economic development.[6] Revenue from data centers accounts for $0.47 of the tax rate, thereby alleviating the burden on other taxpayers.

Data center revenue can be channeled into net-zero programs and those related to health care, education, and other critical public services.

Data center revenue can be channeled into net zero programs and ones related to health care, education, and other critical public services. Revenue from data centers in Quincy, Washington, for example, has been used to fund local schools, public safety, and infrastructure improvements.[7]

By 2026, Loudoun County projects it will receive roughly $1.4 billion in tax revenue from the personal property tax it levies on computer equipment alone.[8] This amount constitutes nearly half of Loudoun County's entire fiscal 2021 budget of $3 billion.

Community incentive packages

Data center operators also provide significant benefits through incentive packages negotiated with municipalities that can include funding for schools or public infrastructure projects. In multiple cases, hyperscalers have funded renewable energy plants and created workforce development programs in areas where they operate.

As part of AWS' $10 billion data center campus investment in Mississippi, the company developed STEM-focused workforce training and career awareness programs for K-12 school systems and funded the state's first utility-scale wind farm.[9] You can learn more about the community benefits the hyperscaler provided in the appendix.

5 Emily Leayman, "Loudoun's Data Center Tax Base Jumps, Residential Increases Continue," Patch, February 8, 2024, https://patch.com/virginia/ashburn/loudouns-data-center-tax-base-jumps-residential-increases-continue.

6 Hanna Pampaloni, "Rizer: Land Value Increases Bring Benefits and Challenges," Loudoun Now, June 28, 2024, https://www.loudounnow.com/business/rizer-land-value-increases-bring-benefits-and-challenges/article_5b417aa8-3592-11ef-b587-f7ca7fd349c0.html.

7 Nick Parker, "Quincy Data Centers: The Data Center Conversation" (Presentation, Port of Quincy), https://wedaonline.org/wp-content/uploads/2020/10/Port-of-Quincy-Presentation.pdf.

8 "Loudoun Data Center Revenue Growth," Washington Business Journal, October 19, 2020, https://www.bizjournals.com/washington/news/2020/10/19/loudoun-data-center-revenue-growth.html.

9 Amazon Staff, "AWS plans to invest $10 billion in Mississippi, the largest capital investment in the state's history," About Amazon, January 25, 2024, https://www.aboutamazon.com/news/aws/aws-10-billion-investment-mississippi.

The region that includes Fredericksburg, Virginia—an emerging exurban hyperscale campus market located southeast of Loudoun County—is a case study in how AHJs can attract landslide economic and fiscal benefits while mitigating potential concerns well in advance.

In March 2024 Virginia's governor, Glenn Youngkin, alongside other state and local elected officials, announced that AWS was making a $35 billion dollar investment in data centers in Spotsylvania, Caroline, Stafford, and Louisa counties, creating approximately 2,000 new jobs. Also announced was AWS' contribution of $400,000 in community funds to those localities.

We explore how AHJs in the region did the work to prepare for and attract that investment in the appendix, which also covers similar measures in Elk Grove Village, Illinois, a unique suburban community northwest of downtown Chicago that modified its zoning code to attract data center development.

Challenges and mitigations

Sustainability

The sustainability of data centers is a significant concern for both AHJs, as well as for data center operators and developers, who ensure that their centers are designed and engineered to minimize emissions and other community impacts.

Grid impact

Let's address the misconception that data centers draw from the grid power that other customers, such as residential consumers and retail operators, could use. This concern is common among constituents when a data center is proposed in a municipality.

The grid is heavily regulated. Under existing federal regulations (and in Texas, the only state that regulates its own power grid), demand from a new customer cannot affect the reliability or availability of an existing customer.

Rather than taking power from the grid, new large-load customers such as data center operators face the challenge of finding readily available power that the utility can deliver—especially because many seek clean power sources.

According to the U.S. Department of Energy (DOE), as quoted in a recent article,[10] data centers can actually catalyze the grid's clean energy transition: "Near-term data center driven electricity demand growth is an opportunity to accelerate the build-out of clean energy solutions, improve demand flexibility, and modernize the grid while maintaining affordability."

Here's why: in many municipalities, energy providers are obligated to meet the power demands of various users. When a significant portion of demand comes from data center operators, many of which have strong commitments to using renewable energy, that activity accelerates the greening of the grid. These companies, driven by their climate goals, place considerable pressure on utility providers to adopt cleaner energy solutions.

> "Near-term data center driven electricity demand growth is an opportunity to accelerate the build-out of clean energy solutions, improve demand flexibility, and modernize the grid while maintaining affordability."
>
> *U.S. Department of Energy*

Unlike AHJs, which cannot create the demand to push forward such changes themselves, data center operators wield considerable influence by creating substantial demand for renewable energy.

This dynamic forces utilities to accelerate and help finance their transition to greener energy sources, thereby modernizing the grid to meet contemporary environmental standards. Public officials have a critical role to play in this scenario. By ensuring the existence of clear and easy-to-follow guidelines for data center development within their jurisdictions, AHJs can become integral to the solution, thus fostering a cleaner energy infrastructure.

Conversely, discouraging data center development could inadvertently push these operations into regions with less stringent grid standards and undermine broader sustainability efforts. Thus, the collaboration between data center operators and local governments is pivotal in driving the clean energy transition and ensuring grid modernization.

10 U.S. Department of Energy, "Clean Energy Resources."

Grid sustainability

Data center companies—third-party developers, operators, and hyperscalers among them—typically have far stricter carbon reduction commitments than do municipalities themselves.

- The top five hyperscalers have a combined renewable energy portfolio totaling more than 45 gigawatts (GW) worldwide, the equivalent of roughly 118,215 Tesla Model 3 motors[11] running on full power—and that figure doesn't include on-site generation.[12] Roughly 57 percent of global corporate wind and solar capacity tracked by S&P Global Commodity Insights is tied to these five companies alone.
- Amazon first committed to powering all of its operations, including AWS data centers, with 100 percent renewable energy by 2025. As of 2023, Amazon reported achieving this goal early, with 100 percent of its electricity consumption matched with renewable energy sources. The company also set a goal to reach net-zero emissions by 2040.[13]
- Microsoft committed to designing and operating data centers that are carbon negative, water positive, and zero waste before 2030, procuring 100 percent renewable energy on a global scale by 2025, and significantly expanding and decarbonizing local electricity grids.[14]
- Apple has committed to becoming carbon-neutral across its entire supply chain and product life cycle by 2030. This effort includes using nearly 10 GW of existing renewable energy and investing in new renewable generation.[15]
- Google, meanwhile, announced its goal in September 2020 to operate carbon-free, on clean local electricity, 24 hours a day, 7 days a week, 365 days a year by 2030. From 2010 to 2023, the company signed more than 115 agreements totaling in excess of 14 GW of clean energy generation capacity.[16]
- Meta committed to net zero emissions for its supply chain and to becoming water positive by 2030. The company plans to power all of its data centers with renewable energy by 2025.[17]

The methods through which hyperscalers and data center developers are working toward these goals include:

On-site generation: Some data centers have solar panels or other renewable energy sources installed directly on their premises. Wind and solar require a lot of land, however, and on-site land is usually scarce. As such, these projects typically provide only a small portion of data centers' total energy needs.

Power purchase agreements (PPAs): In a PPA, data center companies (the buyers) sign long-term contracts with renewable energy providers (the sellers) to purchase electricity from specific wind or solar farms. PPAs often support the development of new renewable energy, thus contributing to overall grid decarbonization and improving the grid mix for local residents and businesses.

Renewable energy certificates (RECs): Companies purchase RECs to offset their energy consumption, which supports the economics of clean energy development. RECs are not necessarily tied to the specific municipalities where data centers are located, though.

Investment in renewable projects: Hyperscalers often invest directly in the development of new renewable energy projects.

Diesel generators

The role of diesel generators at data centers is often misunderstood. As we discussed elsewhere, these generators are present only as a backup power source.

Also worth noting is that diesel generators are subject to a comprehensive regulatory framework. The Environmental Protection Agency (EPA) sets federal standards implemented and enforced at the state level for generators, and states may

11 U.S. Department of Energy, "How Much Power is 1 Gigawatt?" Office of Energy Efficiency & Renewable Energy, https://www.energy.gov/eere/articles/how-much-power-1-gigawatt.

12 S&P Global Market Intelligence, "Datacenter Companies Continue Renewable Buying Spree, Surpassing 40 GW in US," S&P Global, https://www.spglobal.com/market-intelligence/en/news-insights/research/datacenter-companies-continue-renewable-buying-spree-surpassing-40-gw-in-us.

13 Amazon, "Climate Solutions," Amazon Sustainability, https://sustainability.aboutamazon.com/climate-solutions.

14 Microsoft, "Microsoft's Datacenter Community Pledge: To Build and Operate Digital Infrastructure That Addresses Societal Challenges and Creates Benefits for Communities," Microsoft Blog, accessed September 15, 2024, https://blogs.microsoft.com/blog/2024/06/02/microsofts-datacenter-community-pledge-to-build-and-operate-digital-infrastructure-that-addresses-societal-challenges-and-creates-benefits-for-communities/.

15 Apple Inc., "Apple's Climate Roadmap," Apple Newsroom, https://www.apple.com/newsroom/2021/07/apples-climate-roadmap/.

16 Google, "Build a Carbon-Free Future for Everyone," Google Sustainability, accessed September 15, 2024, https://sustainability.google/projects/carbon-free-24x7/.

17 Meta, "The Next Stage of our Climate Commitment: Net-Zero Supply Chain Emissions by 2030," Facebook Newsroom, https://about.fb.com/news/2021/10/the-next-stage-of-our-climate-commitment-net-zero-supply-chain-emissions-by-2030/.

have additional requirements.[18] Once permitted, each diesel generator's operation is bound by strict regulations. Operators typically may run generators for only a limited number of hours per year for routine maintenance and inspection purposes.

Although it varies by facility, generators at data centers are typically used far less than these rules dictate. Generators' brief monthly operation to ensure proper functioning is comparable to running a pump system that's been inactive for an extended period—regular checks prevent potential issues that accompany prolonged inactivity, such as seized components or degraded lubricants.

Greener alternatives to diesel are in various stages of development, but none has been proved at scale yet.

Water sustainability

Cooling accounts for almost 40 percent of the total energy consumed by data centers, McKinsey and Company estimates.[19] Several factors determine the type of cooling that is most sustainable yet still suitable for the job.

Air cooling can be more efficient at lower load percentages and smaller equipment capacities. It can also be sustainable at any scale when the data center is located in an area with a high percentage of renewable sources in the energy grid, including ones generated on site.

When cooling processes require water, nonpotable water sources can be used so as not to reduce the local drinking water supply. Nonpotable water is treated—either at a local plant or, in some cases, on site–to remove contaminants, solids, and impurities. Then recycled water is then distributed in plum-colored pipes, which accounts for the nickname the **purple pipe system**. To pursue it, companies often consider access to recycled wastewater an important factor in the early stages of site selection.

Hyperscalers have even helped AHJs finance such projects, though that's not always viable, which makes proximity to existing treatment facilities a key consideration. In 2012, Google funded the construction of the Sweetwater Creek Sidestream Plant in Douglas County, Georgia, which we explore further in the appendix.

Electrical utility transmission and distribution

When developers vet a site for a data center, they consider whether there are adequate transmission lines. At the local level, there can be pushback against the building of new transmission lines, inside and outside a data center context. Local pushback against transmission lines increased by 57 percent from 2022 to 2023, according to Columbia Law School research.[20]

This challenge exists not just for data centers but also for the clean energy transition. One truism says that the transition can't happen without transmission. Here's why: as more sectors such as transportation go electric, overall power demand is likely to increase, requiring greater transmission capacity. Grids in the U.S. are not connected, which is a problem because such clean energy sources as solar and wind are often located far from urban centers, where electricity is most needed. Connecting grids across the country requires a plethora of new transmission lines.

"By the 2030s, we need to build so many new lines that they would reach to the moon if they were strung together," says Bill Gates, cofounder of Microsoft, in a video on his YouTube channel. "And by 2050, we'll need to more than double the size of the grid, while replacing most of the existing wires."

Most transmission lines, built between the 1950s and the 1970s, are now outdated.[21]

How did we get here? For a long time, electricity generation was centralized, and there was no need for a connected grid. Large coal-powered plants and nuclear power plants produced massive amounts of electricity in specific locations. This electricity was then distributed widely to homes, businesses, and industries throughout a large area. Power flowed primarily in one direction: from centralized plants to distributed end users.

As we transition to clean grid sources, however, we need a less centralized, more distributed system. Unlike fossil fuel plants, renewable energy sources are often geographically dispersed, variable in output, and located far from major consumption centers. They require a shift to an interconnected grid with diverse, distributed sources, one that's more resilient to outages and increasingly frequent extreme weather events caused by climate change. This shift requires more cross-regional transmission or inter-regional transmission. It requires . . . transmission lines.

18 U.S. Environmental Protection Agency, "Regulations for Emissions from Heavy Equipment with Compression-Ignition Engines," https://www.epa.gov/regulations-emissions-vehicles-and-engines/regulations-emissions-heavy-equipment-compression.

19 Srini Bangalore et al., "Investing in the Rising Data Center Economy," McKinsey & Company, January 17, 2023, https://www.mckinsey.com/industries/technology-media-and-telecommunications/our-insights/investing-in-the-rising-data center-economy.

20 "Opposition to Renewable Energy Facilities in the United States," Sabin Center for Climate Change Law, Columbia Law School, May 2023, https://scholarship.law.columbia.edu/sabin_climate_change/200/.

21 Bill Gates, "The Surprising Key to a Clean Energy Future," Gates Notes, January 24, 2023, https://www.gatesnotes.com/Transmission.

Often, constituents don't understand that transmission lines are an essential part of our sustainable future, even without data center demand. Properly communicating this message to a community isn't easy, but it's essential. Siting data centers near transmission infrastructure is most efficient, as doing so allows for use of the existing infrastructure and the associated rights of way for new infrastructure, if needed.

Sound

Another common community concern is sound. Most mitigations related to it are already baked into the development process. Data center designers, architects, and engineers tend to design data center campuses to mitigate impacts from sound upon nearby neighbors, including strategic placement of generators away from other uses. Developers typically employ on-site acoustic monitors as part of regulatory entitlements to ensure sound levels remain within acceptable limits.

Let's discuss where sounds occur at data center campuses. Remember the low hum in the equipment yards? It comes from cooling equipment. Screens and sound attenuators make it barely audible.

Generators make mechanical sounds, albeit only when they are turned on for testing or emergencies. Sound impacts can also be easily mitigated by housing generators in sound-attenuated enclosures with proper exhaust systems.

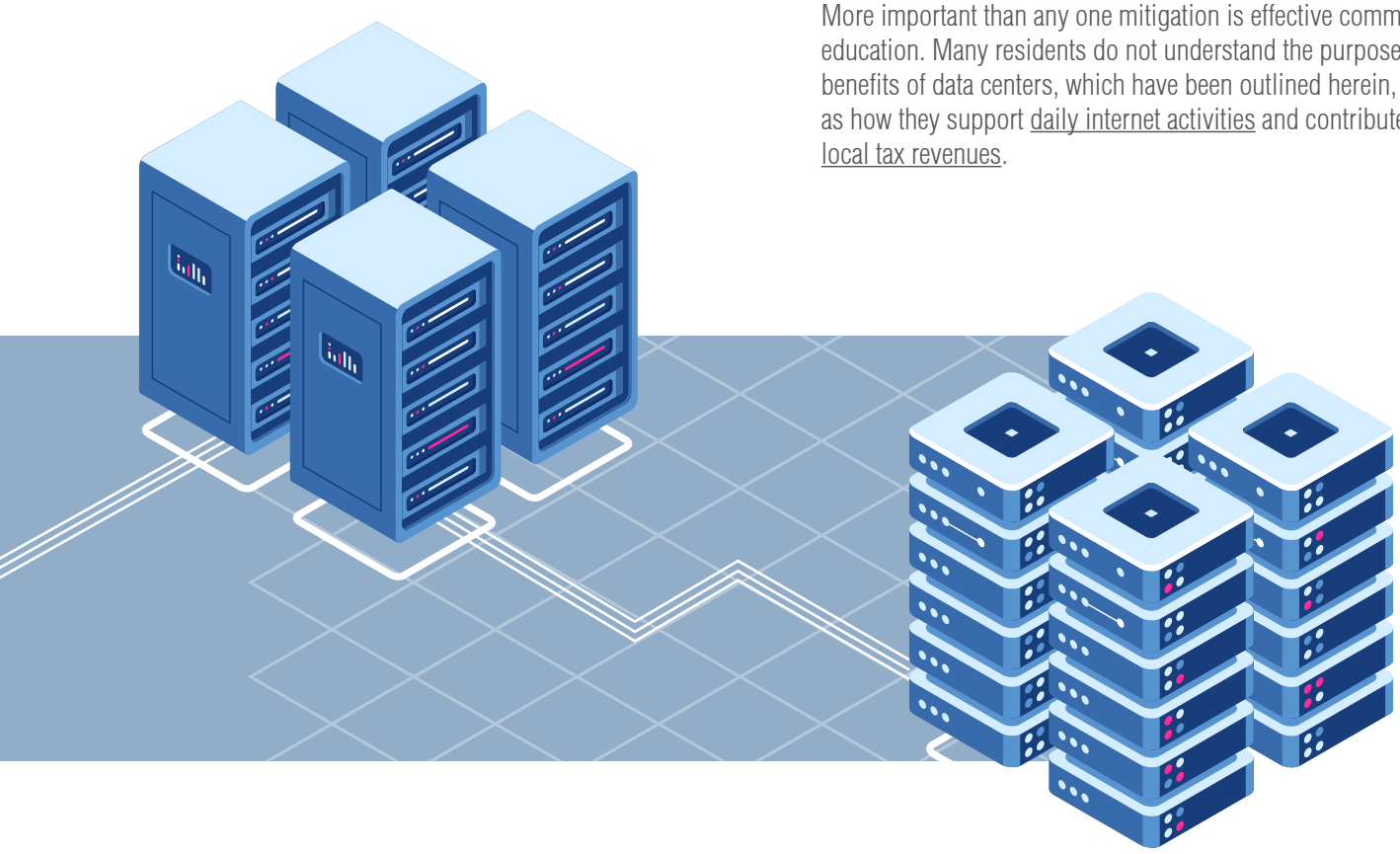
Aesthetics

Community members often raise concerns about whether data center campuses will look as if they fit into the community. This issue can be mitigated by:

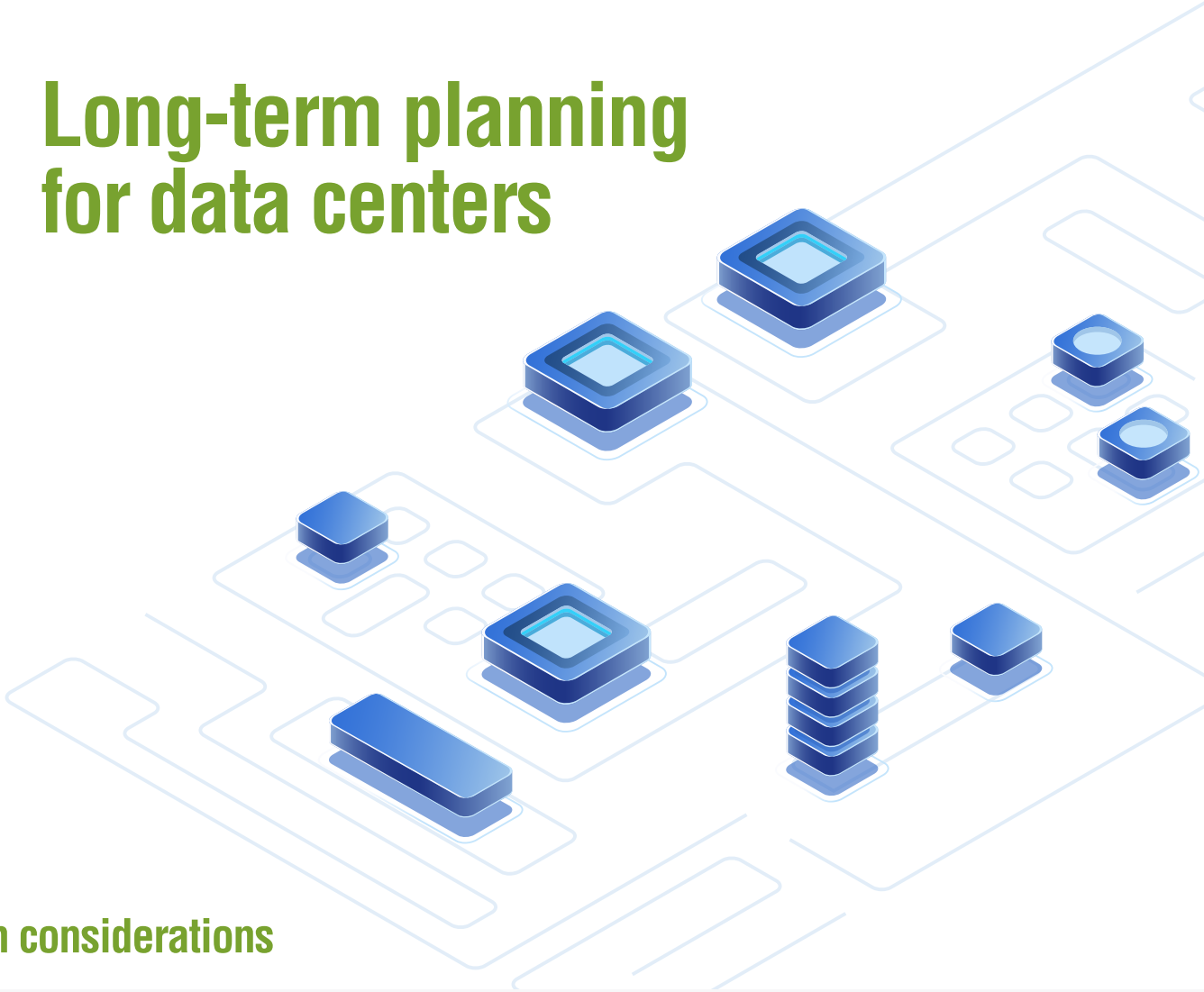
- Creating buffer zones near residential and retail areas
- Employing glass façades in key areas to make data centers more closely resemble office buildings than industrial complexes
- Applying other exterior design techniques that use materials and colors to blend buildings into their surroundings, if required and appropriate to the context

Although these mitigations are effective, it's important not to codify excessively specific or restrictive design standards into zoning codes, as doing so can discourage data center development. Exceedingly stringent height restrictions, for example, could hinder the functional design of these facilities. Balancing aesthetic considerations with operational needs of data centers is key.

More important than any one mitigation is effective community education. Many residents do not understand the purpose and benefits of data centers, which have been outlined herein, such as how they support daily internet activities and contribute to local tax revenues.



3 Long-term planning for data centers



Location considerations

Because of their unique operational and physical requirements, several crucial factors must be considered when deciding what sites suit data centers:

Power

Data centers are power-intensive. Reliable and robust access to power is non-negotiable, making proximity to high-capacity substations essential.

Roads

Whereas operational traffic is minimal, the initial construction phase generates more traffic. Thus, easy access to highways and major roads is vital for logistics and transportation.

Land

Hyperscale campuses require ample land area to accommodate both the facility and its accompanying infrastructure.

Discharge infrastructure

If there is runoff from water-based cooling, a site will need adequate infrastructure for wastewater discharge, such as a connection to a municipal sewer system, an on-site water treatment facility, or proper drainage.

Wet utilities

Some data centers require access to municipal water supply greater than what typical industrial developments need. The climate goals of most hyperscalers and developers are driving demand for recycled, rather than potable, water.

Frequent missteps

Common pitfalls in planning for data centers include:

Height restrictions:

Failing to allow sufficient building height can impede the efficient design of cooling systems, which rely heavily on vertical space for optimal airflow. The minimum height for a single-story data center could be as much as 30 feet (9.1 m). In denser jurisdictions with higher land basis, multistory data centers are common and typically require at least 66 feet (20.1 m) of height, in addition to considerations for rooftop equipment. Minimum heights are generally measured ground level to the roof line. Ancillary height structures, such as parapets, equipment platforms, screens, and stairwells can add another 15–20 feet (4.6–6.1 m) of height in some cases.

Zoning challenges:

The lack of a uniform land-use category for data centers presents challenges for localities in siting these facilities appropriately. Data centers typically fall between office and industrial/warehouse uses, which often makes the applicant request variances that appear to be special considerations rather than basic requirements. This outset can lead to high-stakes decision-making by exception that undermines the existing zoning codes.

Building code challenges:

Typical building code requirements around occupancy and plumbing fixtures may need to be modified for data center uses.

Parking and plumbing standards:

Regulations developed for office or warehouse uses often impose excessive parking and plumbing fixture counts on data centers, which necessitate variances and complicate the planning process.

Substation zoning:

Substations often fall under different categories than does the data center itself, creating further zoning inconsistencies and the need for additional, sometimes separate, approvals for one campus.

Construction confusion:

Data center campuses are often built over time, as we discussed above, which can cause planning confusion. The sightlines of a campus may change over time, so it's important to consider both the full campus and each individual building in the planning process.

Fire Department considerations:

Fire departments that are not yet experienced with data centers might not know that the on-site batteries and generators are for backup purposes only, so education is essential. Yet even though those backups aren't frequently used, data centers are built with robust fire detection and suppression systems. Modern batteries for UPS applications include multiple safety features, including battery management systems that monitor voltage, temperature, and current. Fuel tanks for backup generators are typically stored in separate, fire-rated enclosures, and secondary containment systems are used to prevent fuel spills and leaks.

Clear rules benefit all parties

Clear rules in zoning codes and land use plans, as well as in the entitlement and permitting processes, benefit all stakeholders involved in data center development, including the surrounding community.

Clarity simplifies the planning process, reduces the amount of planning that is done by exception, and lets communities gain maximum financial benefits from data center developments.

In the next few sections, we discuss planning options for AHJs seeking to be prepared to regulate thoughtful data center development, to attract it, or both. We also provide a model zoning ordinance that municipalities can adopt, designed to address common concerns while avoiding excessively restrictive measures that could hinder data center development.

4 Regulating data centers

Planning-related options

AHJs that want to bring data centers to their region can start by identifying strategic locations. Municipalities should perform comprehensive analyses to determine suitable areas, based on power availability, infrastructure, and environmental impact.

Ideally, more than one area should be designated for potential development—as with the process for industrial parks—to provide flexibility and attract varied investments.

Option 1: Create an overlay district

One option for guiding the development of data centers is to incorporate an overlay district. An overlay district is mapped to certain areas of the jurisdiction's zoning map without necessarily changing the underlying zoning district and what is allowed therein.

A historic overlay district is a common application of this tool. It typically provides for certain additional standards—an expansion of the uses that might be permitted in that district, a limitation of them, or some mix of the two.

A data center overlay district can allow for the development of data centers and prescribe that such development meet certain standards or requirements. An overlay district clearly indicates where and under what circumstances data centers are permitted and provides additional direction to any data center developer seeking to develop in that jurisdiction.

Option 2: Create a planned innovation, research, and technology (PIRT) district

PIRTs—and their regional equivalents, which include innovation zones, technology corridors, and research and technology parks—offer municipalities a flexible approach to land use that goes beyond traditional industrial or commercial zoning.

This designation allows for a mix of uses and can adapt to the specific requirements of data centers without necessitating a rezoning. Data centers in a PIRT district can integrate seamlessly with adjacent research facilities or tech hubs, fostering synergistic growth and innovation. Examples of successful PIRT districts include Palo Alto's Stanford Research Park.[22]

When data centers are sited clearly as being a by-right use, data center developers are more likely to consider the location for investment because they have the required certainty that the land they acquire won't struggle or be delayed in the approvals process. In the appendix, we explore how Elk Grove Village did so successfully.

Option 3: Note preferred data center locations in the comprehensive plan and invite owner- or hyperscaler-initiated rezoning applications

AHJs can identify preferred locations for data center development in their comprehensive plans and invite rezoning applications in those areas.

Municipalities and data center companies can agree on development conditions—sometimes called proffers, development agreements, or conditional zoning—which are voluntary commitments made by developers in return for allowed zoning. They outline specific conditions or promises agreed upon to mitigate the impact of proposed developments or to otherwise benefit the municipality's residents.

Development conditions may include infrastructure improvements, restrictions on use, environmental protections, community benefits, and other strictures. They are flexible enough to apply to various zoning categories, including PIRTs.

Option 4: Implement a specific data center zoning district defined by ordinance

Creating a data center-specific zoning district is a solution that's more detailed and restrictive than the previous three. We recommend it as a best practice in many jurisdictions because it establishes clear guidance on where data centers are permitted by right and eliminates the possibility that high-stakes decisions are made by exception. The ordinance should define data centers and outline general standards for building them, such as building size thresholds, height limits, and floor area ratio (FAR) requirements.

The zoning ordinance should include specific use standards for data centers, such as parking, setbacks, buffering, plumbing fixture counts, equipment screening requirements, and operational sound limits. The next chapter consists of a model ordinance that AHJs can adopt.

22 "About Stanford Research Park," Stanford Research Park, https://stanfordresearchpark.com/about/.

5 Model zoning ordinance guidelines

AHJs that want balanced and transparent zoning standards that mitigate unwanted impacts while encouraging the many potential benefits of data center development can take this zoning ordinance off the page and adapt it.

No two jurisdictions are the same. Each needs to layer in its own considerations.

Our intention, however, is to offer a strong foundation upon which AHJs can build zoning districts for data centers defined by ordinance. Note that the language provided below is to be included in the zoning ordinance and there may be other provisions that govern development, such as in the building code as it pertains to plumbing fixtures, that may need to be adjusted.

For example:

- Rural counties can consider additional guidelines and requirements when a data center is adjacent to certain agricultural uses or other sensitive uses.
- Urban municipalities can consider additional guidelines and requirements when a data center is adjacent to transit hubs or to prioritize pedestrian activity.

Zoning categories

Broadly, zoning districts in which data centers have specific considerations fall into four categories:

Residential: Because data centers are ultimately an industrial use, we believe that data centers are not appropriate in residential districts.

Industrial: Given the nature of data centers, they should be permitted in all industrial categories, from light industrial to heavier industrial. In such areas, data centers should be permitted as any other industrial use would be allowed, including following the same height, setback and landscaping requirements.

Rural/agricultural: In rural areas, data centers should be permitted to the extent that industrial uses would be permitted in such areas, provided that the same conditions are applied that would be applied to permissible industrial uses on such land. If another industrial use would require a certain setback, landscaping treatment or other mitigation on rural or agricultural land, our recommendation is that the same conditions be applied for a data center on such land.

Commercial: Data centers in commercial areas can be appropriate, provided they comply with certain use standards as set forth below. For the purpose of this section, commercial districts are defined as ones that permit a diversity of nonresidential uses, such as office and retail.

Use standards for commercial areas

Data centers shall be permitted by right in commercial districts if the following criteria are met:

1. To provide screening and reduce noise levels, all equipment for cooling, ventilation, or otherwise operating the facility—including generators or other power supply equipment—must be fully enclosed, except when determined by the [zoning administrator] not to be mechanically feasible. If the zoning administrator determines that full enclosure is not mechanically feasible, all equipment for cooling, ventilation, or power generation must be screened by a wall or similar barrier. In addition, any accessory electrical substation must be screened from adjacent nonindustrial properties or public streets by a wall or similar barrier. This standard does not apply to solar panels.
2. A data center building must include a main entrance feature that is differentiated from the remainder of the building façade by a change in building material, pattern, texture, color, or accent material. The entrance feature must also either project or recess from the adjoining building plane.
3. The primary façades of data centers must include either:
    a. A change in the primary facade surface for every approximately 150 horizontal feet of at least one of the following: building material, pattern, texture, color, or accent material; or

b. A minimum of thirty percent (30%) of the primary facade shall be comprised of windows, doors, or similar fenestration design features such as faux windows that are generally distributed horizontally and vertically across the façade.

c. These standards do not apply to accessory uses.

d. For the purposes of this requirement, a primary facade shall be deemed to be a facade that fronts on a public street.

4. Buildings may be constructed up to one hundred (100) feet (30.5 meters) in height or taller with special exception approval and subject to FAA limitations.

5. FAR shall not exceed [1.5 times the maximum FAR of the commercial district] without approval of a special exception. With approval of a special exception, the FAR may be increased to [2.5 times the maximum FAR of the commercial district].

Use standards for industrial areas adjacent to residential

Although data centers are appropriate in all industrial zoning categories, special attention may be afforded when industrial land is adjacent to residential. In such cases, the following language could be included in the locality's zoning ordinance:

1. Where industrial is adjacent to residential or any other sound-sensitive use, any data center building or ancillary equipment should (1) be located at least 200 feet (61 m) from the residential or noise-sensitive use or (2) meet the other standards set out for data centers in the commercial districts set out in section 1.

   a. A lesser distance that does not conform to the standards in paragraph 1, above, may be allowed with special exception approval.

Parking requirements for all data centers

As referenced elsewhere in this document, the parking requirements for data centers are far less than would be required for another industrial or commercial use of a similar size. Overbuilding parking for a given data center site or campus can be unnecessarily costly but more importantly creates excess impervious surface and avoidable environmental consequences. Accordingly, we recommend that the parking requirements for data centers be established either by:

1. Applying the parking requirements for office that exist in the ordinance, but only to the portion of the data center building that is actually utilized for office space; or

2. Requesting a staffing plan from the data center developer and allowing such data to inform the minimum number of needed parking spaces.



6 Appendix, contacts, and additional resources

Appendix: case studies

Google's Gmail and the need for redundancy

According to Google's podcast *Where the Internet Lives*,[23] Gmail launched in 2004 while offering a staggering 1 gigabyte of storage—more than 250 times the capacity of other email services at the time.

Gmail revolutionized user expectations and increased the need for data center capacity. It made every individual's account data exist on multiple interconnected servers at Google's hyperscale data centers, ensuring that users always have access to their personal information, even in the event of individual server failures, and allowing users to search and organize emails in a new way.

The Meta outage and the quest for data center capacity

The October 2021 Meta outage affected Facebook, Instagram, WhatsApp, Messenger, Oculus, and other services, making them inaccessible to billions of users for six to seven hours. This disruption, caused by an ill-timed and erroneous maintenance command, led to a cascade of failures that severed Meta's data centers from the internet. The primary cause was a lack of redundancy in the backbone network, which left no failover capacity for critical services.[24]

The economic impact was significant, with individuals and businesses that relied on these services facing major interruptions—amplified by the fact that many users sign in to other apps and services through their Facebook logins. As Mike Isaac and Sheera Frenkel wrote, in the New York Times, this mix of factors led "to unexpected domino effects such as people not being able to log into shopping websites or sign into their smart TVs, thermostats, and other Internet-connected devices."[25] Meta's stock value dropped by billions of dollars during and after the outage.[26]

Google's financing of a water treatment plant

In 2012, Google funded the Sweetwater Creek Sidestream Plant in Douglas County, Georgia. This move made its nearby data center the first in the state to use recycled water for cooling. Google partnered with the Douglasville-Douglas County Water and Sewer Authority on an initiative to conserve the Chattahoochee River's potable water supply, especially during droughts and summertime.

AWS' community incentives package in Mississippi

As part of AWS' $10 billion data center campus investment in Mississippi—the single largest capital investment in that state's history—the company funded Mississippi's first utility-scale wind farm, located in Tunica County, and developed STEM-focused workforce training and career awareness programs for K-12 school systems.

The hyperscaler committed to supporting local educational institutions—community colleges, technical schools, universities, and workforce development organizations—by developing training programs for high-demand career pathways in data center construction and operations, as well as the broadband expansion sector. AWS also provided a free cloud computing curriculum to local institutions and learners.

Fredericksburg, VA's windfall

Located southeast of Loudoun County, Fredericksburg, Virginia, is an emerging exurban hyperscale campus market. Alongside its regional partners, it represents a case study in attracting data center development—and landmark economic and fiscal benefits–while also mitigating potential concerns well in advance.

In March 2024, Virginia's governor, Glenn Youngkin, alongside other state and local elected officials, announced that AWS was making a $35 billion investment in data centers in Spotsylvania, Caroline, Stafford, and Louisa counties, thereby creating approximately 2,000 new jobs. It was also announced

23 Fischer Barry, "Two: Inside the Walls," Where the Internet Lives, December 9, 2020, podcast, 40:54, https://www.google.com/about/datacenters/podcast/.

24 Kerry Sheridan, "Facebook Outage: Social Media Giant Blames Network Problem for Global Disruption," BBC News, October 4, 2021, https://www.bbc.com/news/technology-58793174.

25 Mike Isaac and Sheera Frenkel, "Gone in Minutes, Out for Hours: Outage Shakes Facebook," New York Times, October 4, 2021, https://www.nytimes.com/2021/10/04/technology/facebook-down.html.

26 Greg Roumeliotis, "Facebook Services, Including Instagram and WhatsApp, Suffer Worldwide Outage," Reuters, October 5, 2021, https://www.reuters.com/technology/facebook-instagram-whatsapp-suffer-outage-2021-10-04/.

that AWS would be contributing $400,000 in community funds within those four localities, which, together with bordering Fredericksburg, constitute an economic region: the Fredericksburg Area Association of Realtors service area.

What Youngkin called the largest single economic development investment in the history of the state didn't happen by accident. The Fredericksburg Regional Alliance (FRA) at the University of Mary Washington and other regional groups had together been paving the way for data center development since 2016, when they also focused on ensuring the facilities would be built away from residential areas or well-buffered if close to them.

"The reality is [that] this region is one of the [fastest-growing] areas in the Commonwealth. With growth comes the need for infrastructure and services that the area can [afford only] by attracting new revenue sources or raising taxes on local businesses and residents," stated Curry Roberts, president of the FRA, in a local op-ed. "To get ahead of this [need], leaders in our region have worked for over a decade to attract data centers and the tremendous local tax revenue they bring."

According to Roberts, the regional coalition began its quest by evaluating 50 sites to determine whether—based on zoning, transmission lines, and water access—they were compatible with data center use. The coalition eventually narrowed it list down to 15 locations across five localities, with each site exceeding 100 acres. This groundwork set the stage for an ambitious economic development plan aimed at attracting major industry players such as AWS.

Roberts emphasized the importance of getting information in front of the public proactively, rather than waiting for opposition to arise. Stafford County, for example, held several community meetings to educate people about data centers before any specific projects were proposed.

Stafford and Spotsylvania counties set the stage for evaporative cooling by engineering recycled wastewater systems for that purpose in data centers. These systems are now used by data centers, which pay for the service, thus creating additional revenue for the localities.

When AWS approached regional leaders in 2018 about a data center project, the FRA was able to act quickly. It coordinated with localities to harmonize tax rates and depreciation schedules on a parcel that straddled several jurisdictions, ensuring a straightforward fiscal environment for AWS.

Although the project stalled during the pandemic, by 2023 AWS had acquired and entitled approximately 2,500 acres (1,012 ha), paving the way for the development of 18 million to 19 million square feet (1.7 million–1.8 million sq m) of data center space.

Tax benefits from the investment are immense. According to Roberts, for every dollar of service demanded by a data center, the operator is paying $13 in taxes.

Elk Grove Village's innovation district

Elk Grove Village, Illinois, a suburban community northwest of downtown Chicago, is located at a major fiber intersection. It intentionally attracted data center development through a combination of zoning code modifications, the promotion of strategic location advantages, and proactive communication with the development community.

Since its formation, the village has had unique zoning. The eastern half of the community, adjacent to O'Hare International Airport, is home to the largest contiguous industrial park in the United States and is zoned as such. The western half of the village is primarily residential and zoned to protect housing.

Matthew Roan, the village manager of Elk Grove Village, said the municipality updated its zoning code to spur redevelopment within its office park by creating a new "innovation and technology" zoning district that specifically permitted data centers as an approved use, thus inviting data center operators to fill unused space.

Additional modifications to the zoning code allow data centers to have greater building heights and front-yard fencing or screening that wouldn't normally be permitted for industrial uses. Other changes reduce parking requirements. All of these changes allow data center builders to get their projects off the ground more quickly, amid the certainty that the structures can be built and won't struggle in the approvals process—an uncertain phase that makes land acquisition too risky for some parties.

This proactive approach has attracted data center developers and hyperscalers, including Meta and Microsoft. Roan, who has served in various roles in village government since 2000, said it brought significant economic benefits to the region, including long-term development and permit fee revenues, financial assistance for local school districts and other taxing bodies, high-quality site aesthetics, and temporary construction jobs. The increased tax and fee revenue from data centers allowed the village to reinvest in infrastructure improvements and redevelopment projects, he said.

This strategic positioning of Elk Grove Village as a data center hub exemplifies how proactive municipal policies can drive growth and innovation—as well as stable economic returns. Once data centers make their large capital investments, Roan said, they tend to stay in the community long term, unlike more transient industrial users.

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7 Glossary

air-cooled chiller system: A cooling system sealed in a closed loop that typically consumes very little water—less than the amount used in three single-family homes.

clustering: The practice of data centers locating near one another, connecting their servers to work as a unified system, or both.

colocation data centers: Multi-tenant data centers where third-party operators (developers) lease data center space—a certain number of server cabinets, for example, or kilowatts (kW) to a host of other companies.

corporate data centers: Also called enterprise data centers, these facilities store and process a single organization's data. These data centers often store the data of financial institutions—think American Express or Wells Fargo—that typically own and operate such facilities themselves, rather than leasing them from a provider.

data center: A building or campus that houses the infrastructure that supports the world's computing functions.

data hall: The rooms in data centers where data is processed and stored.

evaporative cooling: A cooling system that uses large fans to move air across a wet medium to evaporate water, which removes the heat from the data center and cools the air.

hyperscale data centers: Large data center buildings or campuses that process and store the data of companies that often need to scale up or scale down their infrastructure quickly.

hyperscaler: A company that occupies and operates a large data center building or campus. These companies—which include AWS, Microsoft, Google and Meta, often need to "scale up" their infrastructure quickly.

latency: The time it takes for information to travel from its source to its destination.

load balancing: The process of distributing network traffic across multiple servers at interconnected data centers.

node: An individual server in a cluster of servers.

phasing: A process for data center campus construction that occurs in stages.

power distribution units (PDUs): Devices that distribute energy to servers, network devices, and other equipment within a rack.

power purchase agreements (PPAs): An agreement between a data center company (the buyer) and a renewable energy provider (the seller) to purchase electricity from specific wind or solar farms.

purple pipe system: A recycled water setup whereby water is treated to remove contaminants, solids, and impurities and then distributed via plum-colored pipes.

renewable energy certificate (REC): A tradable commodity wherein each REC equates to the generation of 1 MWh of power from a qualified renewable resource, usually wind or solar power generation facilities.

switch: A device used to connect network devices and route data through interconnected networks.

switchgear: Power distribution equipment that controls, protects, and distributes electrical power throughout the data center.

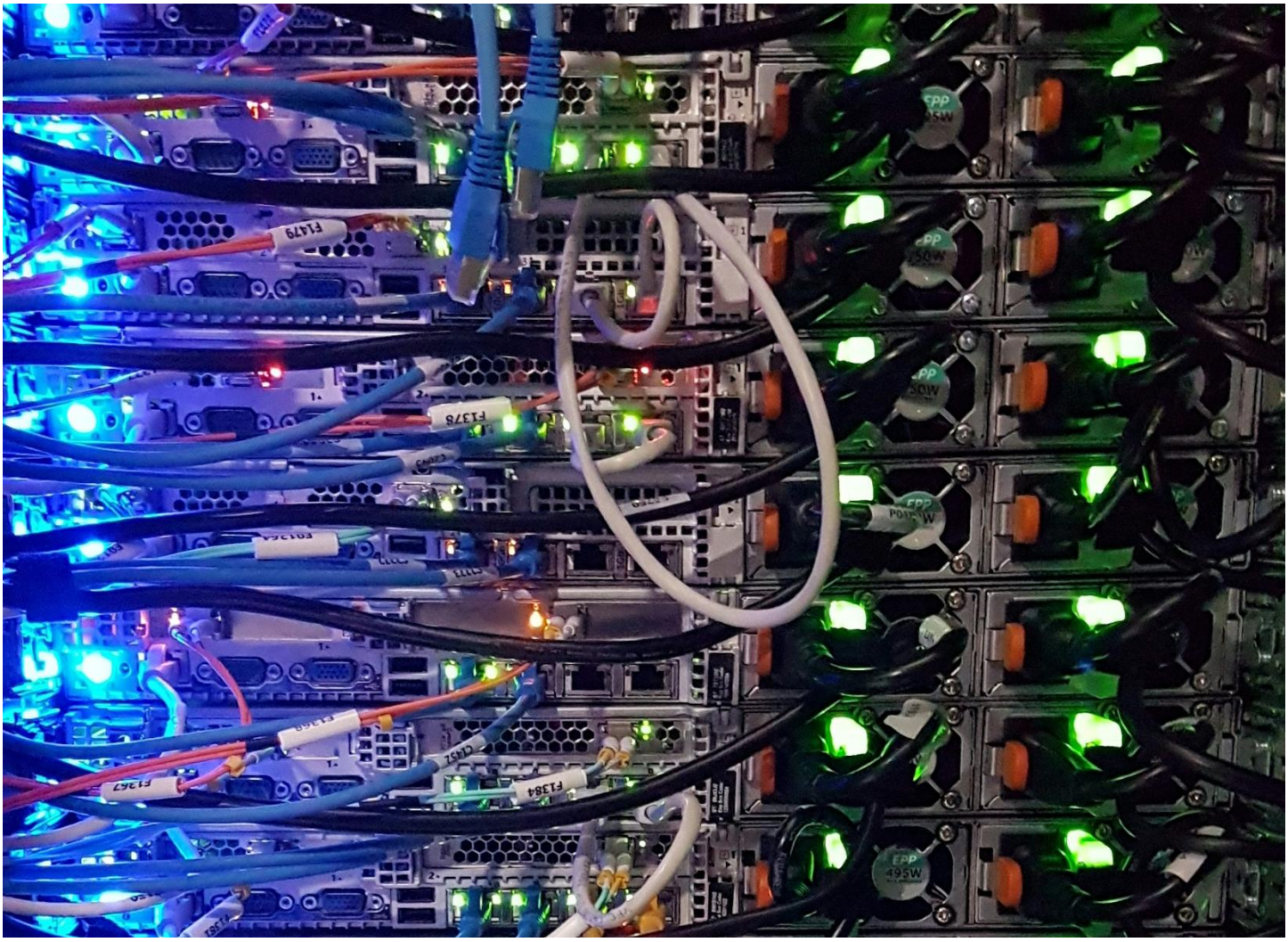
telecom data centers: Where traffic from cell towers "switches" to go out to the internet. Typically owned by such telecommunications companies as Verizon, these centers tend to be smaller facilities than the other data center types and require less than 10 kWs.

uninterruptible power supply (UPS) systems: Electrical equipment used in data centers to provide battery backup power in the event of a power outage.

utility substation transformer: A large electrical device in the electrical yards of a data center campus that steps down high-transmission voltages from the utility grid to lower, more manageable medium-voltage levels suitable for distribution throughout the data center.

water-cooled chiller system: An open-loop pipe system in which water removes heat from the refrigerant.

wholesale data center: A type of data center where a third-party developer rents a large portion of the space, the energy capacity, or both to one company–often, all of it.

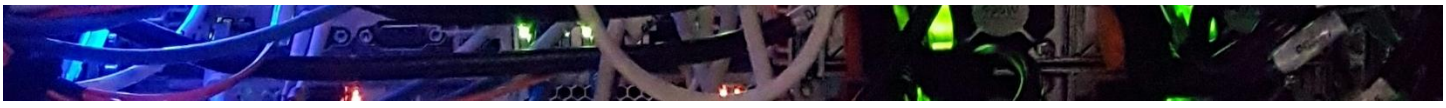


YORK COUNTY
YCPC
PLANNING COMMISSION

Data Center Model Ordinance

August 2025

Revised April 2026



Overview

The following document is a model ordinance containing suggested language, including terminology and definitions commonly used in regulations for Data Centers.

This model ordinance serves as a summary document of the various components that the York County Planning Commission (YCPC) believes are necessary for a municipality to consider when evaluating the impacts of these uses on their municipality. It should be the goal of the municipality to clearly articulate their expectations and requirements to any developers proposing these uses within their municipality, as well as to clearly address the concerns and interests of municipal residents.

Municipalities are encouraged to alter the text of this model ordinance to best suit their municipality, as what works best for one municipality may not provide the same results in another. There are suggested sizes, distances, and thresholds throughout this model ordinance that are recommendations, and should be thoroughly considered by municipal officials to determine if these requirements make sense for their municipality. Additional context has been provided for some topics in sidebars throughout the document.

As noted above, there are also sections of this model ordinance that, while important topics for consideration,

- May not be topics that municipalities currently want to address
- Are topics that municipalities have already addressed elsewhere in their ordinance
- Can be viewed as forward-thinking

Sections of this model ordinance that fall into these categories are presented in **blue text**. Municipalities are encouraged to review the language in these sections to determine if these are topics that make sense to address in their Zoning Ordinance currently. Additionally, text highlighted in blue is text that municipalities will need to replace with the appropriate language for their municipality and zoning ordinance.

Municipalities protect and promote the safety, health, and morals of their communities by following and enforcing proper planning procedures, ensuring that development within their borders has been thoroughly considered well in advance of the submittal of plans for development. When considering where to permit and how to regulate more intense uses (such as the ones discussed in this model ordinance), municipalities should conduct assessments to evaluate the social, environmental, and economic impacts that these types of uses could have on their communities, and to determine where in their municipalities these types of uses can safely function. This type of assessment should be conducted by municipalities during the planning stage, when municipalities are considering adding language to their ordinances. Early assessment of the potential impacts of these more intense uses during the planning stage minimizes the potential for conflicts when a developer submits a land development proposal.

As Data Center standards continue to evolve, municipalities will be challenged to keep up with them, let alone prepare in advance of any changes. This model ordinance is presented based on technology and knowledge available at this time. As always, municipal staff and officials are encouraged to reach out to YCPC staff if questions arise regarding any of the content found within this model ordinance.

SECTION 100. DEFINITIONS

COMMUNITY NOISE EQUIVALENT LEVEL (CNEL) – The 24-hour A-weighted average sound level from midnight to midnight, obtained after the addition of 5 dB to sound levels occurring in the evening from 7 PM to 10 PM and after the addition of 10 dB to sound levels occurring in the night between 10 PM and 7 AM.

DATA CENTER – A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances and other associated components related to digital data operations.

The facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at the Data Center.

DATA CENTER ACCESSORY USE – Ancillary uses or structures secondary and incidental to a Data Center use, including but not limited to: administrative, logistical, fiber optic, storage, and security buildings or structures; sources of electrical power such as generators used to provide temporary power when the main source of power is interrupted; electrical substations; utility lines, domestic and non-contact cooling water and wastewater treatment facilities; water holding facilities; pump stations; water towers; environmental controls (air conditioning or cooling towers; fire suppression, and related equipment), and security features, provided such Data Center Accessory Uses/structures are located on the same tract or assemblage of adjacent parcels developed as a unified development with a Data Center. The use shall not include energy generation systems used or intended to be used to supply power to the Data Center during normal operations.

DATA CENTER ELECTRICAL SUBSTATION – A facility used for the transformation or transmission and/or switching of voltages to distribution voltages which switches circuits and distributes usable/consumable electric power, specifically for Data Center users on the same or adjacent site, or on a site immediately across a road right-of-way.

DATA CENTER PRINCIPAL BUILDING – A building that contains the office and/or data storage functions of a Data Center.

FOOTCANDLE – Enough light to saturate a one-foot square with one lumen of light.

SENSITIVE RECEPTORS – Schools, preschools, day care centers, in-home daycares, health facilities such as hospitals, long term care facilities, retirement and nursing homes, community centers, places of worship, playgrounds, parks (excluding trails), campgrounds, prisons, dormitories, and any residence where such residence is not located on a parcel with an existing industrial, commercial, or unpermitted use as determined by the zoning officer.

SECTION 200. SPECIFIC USE CRITERIA

Data Centers

The following requirements shall apply to all Data Centers. In the event that any of the following regulations are found to be in conflict with regulations found elsewhere in the (MUNICIPALITY) Zoning Ordinance, the most restrictive regulations shall be applied, unless otherwise stated.

A. Building Placement and Orientation

(1) All principal and accessory structures associated with a Data Center shall be arranged, designed, and constructed to be harmonious and compatible with the site and with the surrounding properties. In general, Data Centers that visually approximate commercial office buildings are encouraged.

(2) Buildings shall be sited and oriented to:

a. Minimize visual impacts of the bulk of the building when examined on a line-of-sight basis from adjacent public streets and Sensitive Receptor areas.

b. Provide safe and convenient vehicular access to the site, including sufficient on-site queuing areas at security gates.

c. Accommodate adequate parking.

d. Minimize impacts to natural resources.

(3) Data Center campuses containing more than one building are encouraged to provide a variety in building size, massing, siting, and appearance by transitioning from smaller or lower buildings along street frontages to larger and taller structures on the interior of the site. Consideration of topography shall be given to avoid placement of larger, taller, or more massive buildings in a prominent location on the property or along a public street.

B. Maximum Height

The maximum building height for Data Centers shall be __ feet.

C. Setbacks

(1) All principal buildings, accessory structures, and Data Center Electric Utility Substations must be set back at least (150 – 200) feet from all property lines.

(2) Parking lots for Data Centers shall be set back at least __ feet from public road rights-of-way, and __ feet from all property lines.

D. Parking Requirements

A minimum of 1 parking space per employee on the largest shift is required, plus an additional 3 visitor spaces.

E. Off Street Loading

A minimum of one loading space is required. Loading spaces/bays are only permitted to be located on one façade of the Data Center Principal Building.

Building Height

Municipalities should determine if incorporating language that allows for an increase in building height with increased building setbacks is a viable option for their municipality.

F. Noise/Vibration

(1) CNEL

a. The Community Noise Equivalent Level (CNEL) at the boundary of the property containing a Sensitive Receptor shall not exceed 60 dBA.

b. The CNEL at the boundary of any developed property not containing a Sensitive Receptor shall not exceed 70 dBA.

c. Sound that is produced for not more than a cumulative period of one (1) minute in any hour may exceed the standards above by up to ten (10) dBA.

d. The maximum sound levels listed above do not apply to emergency alerts, emergency work to provide electricity, water, or other public utilities when public health or safety is involved, snow removal, or road repair.

e. In addition to dBA levels, the developer will need to be able to show that C-weighted noise (dBC) and Octave Bands (dBZ) will also be maintained at acceptable levels.

(2) A noise reduction barrier or device may be required at the discretion of the zoning officer when it is inconclusive that noise level tests do not conform to acceptable noise levels.

(3) The limitations of Section 200.F. herein shall not apply to any Sensitive Receptor that is established adjacent to the Data Center after the date of issuance of a certificate of completion or occupancy for the applicant's operation.

(4) Sound Study

a. Any proposal for a Data Center shall include pre- and post-construction sound studies which examine all exterior utility functions of the building (rooftop and ground-mounted) that produce sound. The sound studies shall identify compliance with Section 200.F. as applicable. The sound studies shall be conducted by an Institute of Noise Control Engineering (INCE) Board Certified Engineer and shall be subject to review and approval by an engineer with experience in noise control selected by the (MUNICIPALITY).

Noise

Limits for dBA, dBC, and dBZ can vary based on the time of day, zoning district classification, and adjacent uses. Municipalities should consult with an acoustic engineer or similar certified professional to determine what standards are best for their municipality, and should consider updating noise standards for all uses, not just Data Centers.

b. The pre-construction sound study shall be submitted with the (CONDITIONAL USE/SPECIAL EXCEPTION) application. The pre-construction sound study shall recommend the sound reducing materials or systems required to meet the aforesaid sound limits.

c. The post-construction sound study shall be conducted prior to issuance of the certificate of occupancy. An as-built sound study may also be required thereafter by the (MUNICIPALITY) upon request. If it is determined by the as-built sound study that there is a violation of the aforesaid sound limits, the owner or occupant of the Data Center shall promptly remediate the violation to achieve compliance with the sound limits.

G. Negative Impacts

Any use or activity producing air, dust, smoke, glare, exhaust, heat, or humidity in any form shall be carried on in such a manner that it is not perceptible at or beyond the property line.

H. Safety

The equipment used in any Data Center operation shall be housed in a metered, electrically grounded, and pre-engineered metal-encased structure with a fire rating designed to resist an internal electrical fire for at least 30 minutes. The containment space shall contain baffles that automatically close in the event of fire, independent of a possible electric system failure.

Any Data Center use proposing battery storage or any other device or group of devices capable of storing energy in order to supply electrical energy at a later time, whether the energy is stored for use on-site or off-site, shall demonstrate compliance with National Fire Protection Association (NFPA) Standard 855, Installation of Stationary Energy Storage Systems, or similar standards and must include fire suppression systems designed specifically for battery storage.

I. Power

Prior to approval of the certificate of completion or occupancy, the applicant shall provide written verification from the applicable service provider stating the following:

(1) Adequate capacity is available on the applicable supply lines and substation to ensure that the capacity available to serve the other needs of the service area is consistent with the normal projected load growth envisioned by the provider,

(2) Utility supply equipment and related electrical infrastructure are sufficiently sized and can safely accommodate the proposed use,

(3) Any system designed for cooling and operation of the facility (electricity, water, or other means) will be adequate and will not negatively impact the surrounding region,

(4) The energy storage capacity of the system used (if applicable) will be defined,

(5) Efforts will be made to maximize the use of renewable or clean energy,

(6) The use will not cause electrical interference or fluctuations in line voltage on and off the operating premises, and

(7) Prior to approval of the certification of completion or occupancy, the applicant shall provide the municipality with written verification that the electrical work has passed a third-party final inspection.

J. Lighting

(1) Horizontal Surfaces

For the lighting of predominantly horizontal surfaces, such as, but not limited to, parking areas, roadways, vehicular and pedestrian passage areas, loading docks, building entrances, sidewalks, bicycle paths, and site entrances, luminaires shall be aimed down, and shall meet Illuminating Engineering Society of North America (IESNA) full cut-off/fully shielded criteria.

(2) Non-Horizontal Surfaces

For the lighting of predominantly non-horizontal surfaces, such as, but not limited to, facades, landscaping, and signs, luminaires shall be shielded and shall be installed and aimed to not project their output into the windows of neighboring residences, adjacent uses, past the object being illuminated, skyward, or onto a public roadway.

(3) Adjacent Residential Uses

The illumination projected onto a residential use shall at no time exceed 0.1 footcandle, measured line-of-sight and from any point on the receiving residential property.

(4) Adjacent Non-Residential Uses

The illumination projected from any property onto a non-residential use shall at no time exceed 0.5 initial footcandle, measured line-of-sight from any point on the receiving property.

(5) Glare

Vegetation screens shall not be employed to serve as the primary means for controlling glare. Rather, glare control shall be achieved by using means such as cutoff luminaires, shields and baffles, and appropriate application of luminaire mounting height, wattage, aiming angle, and luminaire placement.

Lighting Adjacent to Non-Residential Uses

Ordinances YCPC reviewed for sample language have shown light trespass maximums from 0.1 to 2.0 footcandles.

(6) LED Lights

LED light sources shall have a correlated color temperature that does not exceed 3000K.

(7) Luminaires

Luminaires shall not be mounted more than 20 feet above the finished grade of the surface being illuminated. No pole-mounted lighting on the roof shall be permitted.

(8) Lighting After Hours

Lighting for parking areas and vehicular traffic ways shall be automatically extinguished nightly within ½ hour of the close of the facility. On/off control shall be by an astronomic programmable controller with battery or capacitor power-outage reset. When after-hours site safety/security lighting is proposed, such lighting shall not exceed 25% of the number of fixtures required or permitted for illumination during regular business hours. Where there is reduced but continued onsite activity throughout the night that requires site-wide even illumination, the use of dimming circuitry to lower illumination levels by at least 50% after 11 PM or after regular business hours, or the use of motion sensor control, shall be permitted.

K. Perimeter Fencing/Security

Fences shall not exceed __ feet in height above ground and shall be of high-quality design and materials.

L. Power Lines and Data Center Electric Utility Substations

(1) Data Center Electric Utility Substations must include year-round opaque landscaping or a screen wall a minimum of __ feet in height to minimize visual impact.

(2) Electric Utility Substations on the same property as the Data Center they serve must be located on the side or rear of a Data Center Principal Building so they are screened from public view and must not be located in a required front yard. On-site substations do not require a buffer or screening between the Data Center Principal Building and the substation.

(3) Burying power lines serving the property is strongly encouraged. On-site power lines of 34.5 kV and below must be buried.

(4) The Data Center Electric Utility Substation shall be subject to applicable zoning district setback requirements. Setbacks shall be measured from the edge of the compound containing the substation to the property boundary of the lot it occupies.

M. Emergency Contact Information

Each Data Center operation shall provide 24-hour emergency contact signage visible at the access entrance. Signs shall include the company name (if applicable), the owner/representative's name, the telephone number, and the corresponding local power company's name and telephone number.

N. Sensitive Receptors

Unless physically impossible, energy substations, generators, HVAC units, and other noise and odor creators shall be oriented away from abutting Sensitive Receptors. Screening as described in Section 200.O., "Buffer Yards and Screening" shall be provided. When making feasibility decisions, the (MUNICIPALITY) must consider existing laws and regulations and balance public safety with the site development's potential impacts on nearby Sensitive Receptors.

O. Buffer Yards and Screening

All Data Center operations shall provide buffer yards and screening along all property boundary lines, except for areas of ingress and egress into the site.

(1) Service Areas - Loading bays, refuse collection areas, and service entrances shall be screened from view from existing or planned public roads, Sensitive Receptors, and residential zoning districts. Screening may include year-round landscaping or a screen wall of an appropriate height to mitigate visual impacts as determined by a line-of-sight study submitted by the applicant.

(2) Mechanical/Electrical Equipment Screening

a. Ground-Mounted

i. Ground-mounted equipment adjacent to and serving the Data Center Principal Building shall be completely screened behind an opaque wall or fence. When the equipment is located between buildings, a combination of walls and gates may be used at the openings between buildings.

ii. When in or adjacent to an industrial use or zoning district, ground-mounted equipment screening is only required from any existing or planned public road.

iii. Ground-mounted equipment is prohibited in any required setback.

b. Roof-Top

i. All roof-top-mounted equipment shall be screened by a parapet wall, equipment penthouse, or visually solid screen on all four sides that is constructed of materials complementary to those used in the exterior construction of the Data Center Principal Building. This shall be accomplished by setting the penthouse or screened area back from the façade of the building such that the top of the penthouse or screen is below a 45-degree line drawn from the top of the parapet. Roof-top equipment to be screened includes, but is not limited to, the following: cooling, ventilation, and power supply machinery.

ii. Roof-top equipment that is visible above the parapet wall shall be set back from the exterior or parapet wall a distance no less than the height of said equipment.

iii. Roof-top equipment may exceed the applicable maximum district building height when completely screened pursuant to this ordinance.

iv. Roof-top equipment may occupy up to a maximum of __% of the roof area when screened per this ordinance and, when combined with the height of the Data Center building, does not exceed the maximum building height requirement.

(3) Buffering

a. Data Center sites abutting Sensitive Receptors or collector/arterial roads must include an enhanced buffer yard with required plantings located on an earthen berm with a grade no steeper than 2:1. The minimum height of the berm abutting Sensitive Receptors is __ feet, and abutting collector/arterial roads is __ feet.

i. Where the combined footprint of the principal structure or structures is less than 100,000 square feet:

a. A minimum 100-foot buffer yard shall be provided along the entire length of any public street frontage of any property upon which the Data Center is located and along any property line which abuts or is within 500 feet of an existing residential property line or zone, school, daycare center, hospital, place of worship, designated park, or public open space.

b. A minimum 50-foot buffer yard shall be provided along any property line adjacent to a non-residential use or zone.

ii. Where the combined footprint of the principal structure or structures is between 100,000 square feet and 250,000 square feet:

a. A minimum 150-foot buffer yard shall be provided along the entire length of any public street frontage of any property upon which the Data Center is located and along any property line which abuts or is within 500 feet of an existing residential property line or zone, school, daycare center, hospital, place of worship, designated park, or public open space.

b. A minimum 50-foot buffer yard shall be provided along all other property lines.

iii. Where the combined footprint of the principal structure or structures exceeds 250,000 square feet:

a. A minimum 300-foot buffer yard shall be provided along the entire length of any public street frontage of any property upon which the Data Center is located and along any property line which abuts or is within 500 feet of an existing residential property line or zone, school, daycare center, hospital, place of worship, designated park, or public open space.

b. A minimum 50-foot buffer yard shall be provided along all other property lines.

iv. Utilities should be located outside of buffer yards to the maximum extent feasible to maintain a cohesive buffer yard, protect landscaping, and preserve open space. Utilities should be co-located when feasible to minimize the number of utility crossings through the required buffer yard, particularly when such crossings cannot be avoided.

v. Use of existing vegetation for landscaping and screening is strongly encouraged and may be substituted for new berms and plantings if approved by the (MUNICIPAL GOVERNING BODY).

Buffer Yards and Screening

Municipalities often already have buffer yard and screening requirements in place elsewhere in their zoning ordinance or SALDO.

If your municipality already has buffer yard and screening requirements, consider directing readers to those sections instead of duplicating requirements. If screening above and beyond what already is in place is required, this would be the section in which to address it.

vi. The required number of plant units shall be calculated in accordance with other municipal screening requirements.

vii. Buffer yards along roadways shall be measured from the street right-of-way line.

viii. Where a lot line drainage or utility easement is required, the buffer yard shall be measured from the inside edge of the easement.

ix. Buffer yards shall not include environmental encumbrances such as, but not limited to, wetlands, wetland transition areas, riparian buffers, and flood hazard areas as may be imposed by outside agencies.

x. The buffer yard shall include a dense landscape buffer consisting of the following:

   a. One (1) large evergreen tree per 25 linear feet of buffer. The size of large evergreen trees shall be a minimum of eight (8) feet in height at the time of planting. Narrow/upright evergreen species may also be used within buffers at a ratio of 3:1. No more than 25% of the total required large evergreen species can be substituted with narrow/upright species.

   b. One (1) canopy (shade) tree per 75 linear feet of buffer. The size of canopy (shade) trees shall be a minimum of 2 ½ inch caliper at the time of planting.

   c. One (1) ornamental/flowering tree per 50 linear feet of buffer. The size of ornamental/flowering trees shall be a minimum of eight (8) feet in height for multi-stemmed varieties, or 2 ½ inch caliper at the time of planting for single-stemmed varieties.

   d. Five (5) shrubs per 25 linear feet of buffer. Shrubs shall be fully branched and a minimum of three (3) feet in height at the time of planting. Shrubs shall be a combination of evergreen and deciduous species, with a minimum of 50% evergreen.

xi. The landscape buffer shall be located along the outer edge of the buffer yard.

xii. Plant material within buffer plantings shall meet the following requirements:

   a. Be resistant to diesel exhaust.

   b. Not identified on the most current Pennsylvania Department of Conservation and Natural Resources (DCNR) invasive species or watch lists.

   c. Be hardy within United States Department of Agriculture (USDA) hardiness Zones 6 and 7.

   d. Shall be planted on the top and the exterior of any berm in order to provide effective screening.

   e. Shall be arranged in groupings to allow for ease of maintenance and to provide a natural appearance.

   f. Shall provide a diversity in plant species, such that no one species accounts for more than 25% of each plant type.

   g. The plantings shall be arranged to provide a complete visual screen of the property at least 12 feet in height, measured in addition to the height of any required berm, within three (3) years.

xiii. The buffer yard may be located within the required building setback lines. No impervious surface is permitted within the buffer yard aside from access drives, sidewalks, and associated improvements.

P. Environmental and Community Impact Analysis

Prior to the commencement of the (CONDITIONAL USE/SPECIAL EXCEPTION) hearing, the applicant shall provide an environmental and community impact analysis. The environmental and community impact analysis shall include:

(1) A narrative description prepared by a professional engineer, ecologist, environmental planner or other qualified individual, of the proposed nature of the on-site activities and operations, including the market area served by the facility, the hours of operation of the facility, the total number of employees on each shift, the times, frequencies, and types of vehicle trips generated, the types of materials stored and the duration period of storage of materials, and the relationship to other projects or proposals. The description shall focus on the elements of the environment most likely to be affected as well as potential regional effects and ecological interrelationships.

(2) A site plan of the property indicating the location of proposed improvements, flood plains, wetlands, waters of the Commonwealth, and cultural and historic resources on the property and within 500 feet of the boundaries of the property, and the potential for public nuisance to residents resulting from operations.

(3) Evidence that the disposal of materials will be accomplished in a manner that complies with state and federal regulations.

(4) An evaluation of the potential impacts of the proposed use, both positive and negative, upon:

a. Emergency services and fire protection,

b. Water supply,

c. Sewage disposal,

d. Solid waste disposal,

e. School facilities and school district budget,

f. Municipal revenues and expenses, and

g. Stormwater.

(5) Any environmental impacts that are likely to be generated (i.e.., odor, noise, smoke, dust, litter, glare, heat islands, vibration, electrical disturbance, wastewater, stormwater, solid waste, etc.) and specific measures employed to mitigate or eliminate any negative impacts. The applicant shall further furnish evidence that the impacts generated by the proposed use fall within acceptable levels, as regulated by applicable laws and ordinances.

Water Supply

Data Centers often use water to assist with equipment cooling and humidity maintenance within their operations. Water consumption can vary based on the size of the project. It is important for municipalities to require proposed Data Center development to clearly articulate water needs, use, availability, recycling and/or release procedures, and local and regional impacts on water resources.

(6) The applicant shall identify all stationary and mobile sources of particulate matter (PM2.5) volatile organic compounds, and nitrogen oxides at the site. The applicant shall specify best management practices for preventing and reducing the concentration of air polluting emissions at the site.

(7) Consistency with the (MUNICIPALITY) and county comprehensive plan. The applicant shall submit an assessment report of the impact of the proposed use on the goals of the respective plans. Where the proposed use conflicts with the comprehensive plan, the analysis report shall identify mitigation measures that may be undertaken to offset any degradation, diminution, or depletion of public natural resources.

(8) Critical impact areas. In addition to the above, plans should include any area, condition, or feature that is environmentally sensitive or that, if disturbed during construction, would have an adverse impact on the environment.

a. Critical impact areas include, but are not limited to, floodplains, riparian buffers, streams, wetlands, slopes greater than 15%, highly acidic or highly erodible soils, hydric soils, hydrologic soil groups, areas of high-water table, and mature stands of native vegetation and aquifer recharge and discharge areas.

b. A statement of impact upon critical areas and of adverse impacts that cannot be avoided is required to be submitted with the analysis, along with proposed environmental protection measures, procedures, and schedules to minimize damage to critical impact areas during and after construction.

(9) If modular, factory-built construction is proposed, details of its construction shall be provided to the (MUNICIPALITY) for review/approval.

Q. Building Colors/Materials

External building materials and colors should reflect the character of the surrounding environment and structures.

R. Emergency Responders

The applicant shall coordinate with the (MUNICIPALITY) emergency management coordinator to ensure there is adequate radio coverage for emergency responders within the building based upon the existing coverage levels of the (MUNICIPALITY) Public Safety Radio Communications System at the exterior of the building, and shall install enhancement systems as needed to meet compliance.

(1) The applicant shall submit an Emergency Response Plan (ERP) prepared by a qualified professional. The ERP shall:

a. Be reviewed by the local fire department and emergency management services as part of the land development process;

b. Include detailed procedures for fire suppression, containment, ventilation, and evacuation;

c. Include an evaluation of the adequacy of the local fire department equipment;

d. Include an evaluation of the access roads and hydrant locations within the site to ensure suitable access for emergency equipment within the site;

e. Ensure that all first responders receive adequate training specific to the installed system;

f. Include provisions for annual fire safety inspections demonstrating compliance with fire safety standards to be performed by a qualified professional on behalf of the Data Center.

(2) Each Data Center operation shall provide 24-hour emergency contact signage visible at the access entrance. Signs shall include the company name (if applicable), the owner/representative's name, the telephone number, and the corresponding local power company's name and telephone number.

S. Decommissioning

Data Centers are recognized as a distinct use that warrants special consideration due to their limited operational lifespans and the potential for residual materials or infrastructure that may require specialized removal or remediation at the end of use. Given the rapid evolution of data storage and processing technologies, applicants shall submit a decommissioning plan for removal of obsolete equipment and site

restoration at the end of the facility's operational life. Such plan shall address dismantling and removal of all equipment and appurtenances related thereto, including but not limited to special cabling and electrical components, electronic equipment, special cooling equipment, special power generation, batteries and other associated facilities from the property to a condition where the building and property may be reused for another purpose. These provisions are intended to ensure compatibility with surrounding land uses, maintain long-term land use flexibility, and promote the orderly reuse or redevelopment of the property. When the operation of the Data Center ceases, the recycling or responsible disposal of decommissioned hardware and materials shall be prioritized to reduce environmental impact. The operator shall partner with certified E-waste recycling facilities to ensure the proper handling and recycling of electronic components.

Prior to issuance of a certificate of occupancy for a Data Center, the owner shall provide financial security, in the form and amount of a bond, irrevocable letter of credit, or other financial security acceptable to the (MUNICIPALITY), to secure the expense of decommissioning, dismantling, removing, and disposal of the Data Center specific components and equipment, in the amount of 110% of the estimated decommissioning cost minus the salvageable value of the Data Center. The (MUNICIPALITY) reserves the right to review once every five (5) years an engineer's new estimate of probable cost of decommissioning, which shall be submitted for approval in the same manner as the initial submission. The bond, letter of credit, or other financial security acceptable to the (MUNICIPALITY) shall be increased or decreased, as appropriate, upon a finding by the (MUNICIPAL GOVERNING BODY) that the new estimate appropriately addresses the probable cost of decommissioning. The owner of the Data Center shall pay for all fees associated with the review and approval of each such decommissioning cost estimate by the (MUNICIPALITY) Engineer.

T. Green Building Techniques

Data Centers are encouraged to implement low-impact development practices in site design and energy efficiency, such as, but not limited to, the following:

(1) Site Design

a. Select sites that avoid sensitive lands such as wetlands, floodplains, and steep slopes

b. Minimize land disturbance

c. Maximize tree preservation

d. Minimize impervious surfaces

e. Minimize potential nuisance impacts (noise, glare, vibration, etc.) on adjacent properties, public roadways, and the vicinity

(2) Energy/Resource Efficiency

a. Orient buildings to take advantage of passive cooling and daylight opportunities

b. Utilize alternative energy sources (solar, wind, hydro, etc.) as much as possible

c. Provide an energy storage system to monitor and regulate usage of alternative energy for usage during off-peak hours

d. Utilize reclaimed water for cooling, if available, promoting its use to regulate cooling output in real-time on workload demands

e. Incorporate waste heat recovery systems for use on or off-site, and set measurable goals for its implementation

f. Encourage systems that limit the use of finite natural resources and their disposal

g. Encourage fuel storage that limits impacts on the environment from potential spills

h. Install water-efficient landscape materials

i. Utilize LED exterior/interior lighting

U. LEED Certification

The implementation of energy management best practices and carbon reduction techniques such as, but not limited to, those promoted through the U.S. Department of Energy's Better Buildings Initiative and U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Certification system is strongly encouraged.

V. Woodland Disturbance

Woodland disturbance, including alteration or removal of any hedgerows, shall be minimized. No portions of tree masses, tree lines, hedgerows, or individual freestanding trees measuring six (6) inches or greater in diameter at breast height (DBH) shall be removed unless it is clearly necessary to effectuate the proposed development. In no case shall more than 50% of any existing tree masses, tree lines, hedgerows, or individual freestanding trees with six (6)-inch or greater DBH be removed. For purposes of this subsection, a woodland is defined as a tree mass or plant community in which tree species are dominant or codominant and the branches of the trees form a complete, or nearly complete, aerial canopy. Any area, grove, or stand of mature or largely mature trees (i.e., six (6)-inch or greater DBH) covering an area of .25 of an acre or more, or consisting of more than 50 individual trees six (6) inches or greater DBH, shall be considered a woodland.

W. Threatened and Endangered Species

(1) PNDI

A Pennsylvania Natural Heritage Program study (PNDI Receipt) dated within two (2) years of the submission of an application for conditional use/special exception or subdivision and land development, whichever is first, as well as any state agency clearance letters required thereby, shall be provided to the municipality.

(2) Compliance

The applicant shall comply with all measures directed by the clearance letters to avoid, minimize, or mitigate impacts to endangered, threatened, and special concern species and their habitat.

X. Riparian Forest Buffer Area

Data Centers subject to the requirements of this Section must satisfy the stricter of the requirements of this Section, or of 25 Pa. Code 102.14, Riparian Buffer Requirements.

(1) For purposes of this Section, a riparian buffer is an area of permanent vegetation along a waterway that is left undisturbed to allow for the natural succession of native vegetation. A riparian forest buffer is a type of riparian buffer that consists predominantly of native trees, shrubs, and forbs, providing at least 60% uniform canopy cover.

(2) Where the project site contains, is along, or is within 150 feet of a perennial or intermittent river, stream, creek, lake, wetland, floodplain, pond, or reservoir, whether natural or artificial, the use will be subject to the requirements of this Section and shall, in accordance with the requirements of this subsection, do one of the following:

a. Protect an existing riparian forest buffer

b. Convert an existing riparian buffer to a riparian forest buffer

c. Establish a new riparian forest buffer

(3) Where a riparian forest buffer exists, it shall be left intact to meet the width requirements in subsections (6) and (7). An existing riparian forest buffer need not be altered to establish individual Zones 1 and 2 under subsection (9).

(4) Riparian buffers that consist predominantly of native woody vegetation that do not satisfy the composition requirements for a riparian forest buffer in subsection (1) or the width requirements in subsections (6) and (7) shall be enhanced or widened, or both, by additional plantings in open spaces around existing native trees and shrubs to provide at least 60% uniform canopy cover for the required width and shall be composed of zones in accordance with subsection (9).

(5) On sites without native woody vegetation, a riparian forest buffer providing at least 60% uniform canopy cover shall be established to meet the width requirements in subsections (6) and (7) and be composed of zones in accordance with subsection (9).

(6) The width of the riparian forest buffer shall be a minimum of 100 feet on each side of the water body as measured from the top of the bank. The boundary of the buffer shall follow the natural streambank or shoreline.

(7) Measured within the 100-foot buffer, the following additional distances shall be added to the minimum width of the riparian forest buffer:

a. 10 feet if the average slope is 10-15%,

b. 20 feet if the average slope is 16-17%,

c. 30 feet if the average slope is 18-20%,

d. 50 feet if the average slope is 21-23%,

e. 60 feet if the average slope is 24-25%, or

f. 70 feet if the average slope exceeds 25%.

(8) In the case of the presence of a nontidal wetland or vernal pond wholly or partially within the riparian buffer area, an additional 25 feet shall be added to the width of the riparian forest buffer area for that portion of the buffer area along the wetland, floodplain, or pond.

(9) A new riparian forest buffer or a converted riparian forest buffer shall be composed of zones as follows:

a. Zone 1 shall begin at the top of the streambank or normal pool elevation of a lake, pond, or reservoir and occupy a strip of land 50 feet in width, measured horizontally on a line perpendicular from the top of the streambank or normal pool elevation of a lake, pond, or reservoir. Predominant vegetation must be composed of a variety of native riparian tree species identified in Appendix C.1 of the PA Department of Environmental Protection Guidance Document 394-5600-001, entitled Riparian Forest Buffer Guidance.

b. Zone 2 shall begin at the landward edge of Zone 1 and occupy an additional strip of land a minimum of 50 feet in width, measured horizontally on a line perpendicular from the top of the streambank or normal pool elevation of a lake, pond, or reservoir. Predominant vegetation must be composed of a variety of native riparian trees and small tree/shrub species identified in Appendix C.1 of the PA Department of Environmental Protection Guidance Document, 394-5600-001, entitled Riparian Forest Buffer Guidance.

(10) No earth disturbance, land development, or storing or stockpiling of materials shall occur within the riparian forest buffer area.

(11) In the management of riparian buffers, noxious weeds and invasive species shall be removed or controlled to the greatest extent possible.

(12) Existing, converted, and newly established riparian buffers, including access easements, must be protected in perpetuity through deed description, conservation easement, permit conditions, or any other mechanisms that ensure the long-term functioning and integrity of the riparian buffer.

(13) The riparian buffer shall be designated on the final subdivision and/or land development plan.

DATA CENTER DECISION TOOL

The Iowa Data Center Decision Tool is a conversation starter and risk management resource.

VIEW DECISION TOOL →

LEARN MORE ABOUT THE HUBBELL ENVIRONMENTAL LAW INITIATIVE

CONTACT US →

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IOWA DATA CENTER DECISION TOOL FOR COUNTIES, CITIES, COMMUNITIES

The Iowa Data Center Decision Tool provides municipal, county, and community leaders with a framework of questions to consider when evaluating whether to encourage data center development within their jurisdictions. The Decision Tool is intended to support informed decision-making by identifying issues that local governments may wish to assess before engaging with data center developers or considering policies related to data center siting and development.

Introduction: Iowa as the Next Data Center Frontier

Iowa is one of the most attractive locations for data centers in the country due to its flat and affordable land, relatively low energy costs, limited historical drought, and lower construction and labor costs. Large energy and water utilities already serve substantial data center demands, signaling a welcoming environment for expanding or building new data centers.

For some Iowa communities, data centers represent an opportunity to diversify the local tax base, create construction and skilled technical jobs, and attract related business investment. Communities may also view data centers as supporting economic development goals by using available land, expanding digital infrastructure, and generating long-term property tax revenue. Communities may also worry about power imbalances and access to resources between different sized localities. Officials and residents may not have the tools they need to ensure a safe, responsible approach to deciding whether to invite a data center into their community, county, or city.

The questions in this Decision Tool address infrastructure, water and energy use, economic impacts, land use, and community priorities. By considering these questions, city and county officials and residents can better understand the potential impacts of data center development and make informed decisions that align with community needs, goals, and values.

Iowa Data Center Decision Tool: Trusted Iowa Voices

Content in the Iowa Data Center Decision Tool is informed by trusted, *Iowa-based* experts from cities, counties, drinking water utilities, and University of Iowa academic experts.

Officials and community leaders are encouraged to prepare for possible discussions with developers and community members by reviewing the questions on the following pages and understanding what actions they may want to consider depending on the responses. Responses to the following questions may point communities toward zoning amendments, site plan conditions, utility service agreements, road use agreements, state permits, third-party technical review, or perhaps a temporary moratorium on data center development until facts are gathered.

Community Considerations

Residents in communities considering data center development express concerns about limited transparency, insufficient access to information or opportunities to express opinions, environmental impacts, and a lack of trust in negotiations. Thoughtfully engaging residents and businesses is important, and providing the public with factual information will help with understanding. A city or county data center webpage can be a helpful community resource. Engaging residents through public meetings, informational sessions, surveys, and other opportunities for input can help local leaders understand community perspectives and determine whether a data center is a good fit for the jurisdiction.

- When and how do you plan to engage with residents to assess their perspectives about data center development in the jurisdiction?
- How will community perspectives be assessed and weighed (e.g., what if surveys and public comment indicate most residents do not favor development)?
- Could any public infrastructure or utility upgrades, special rates, discounted service, TIF, tax abatement, or other incentives offered to the developer/applicant shift costs or risk to existing residents, businesses, or taxing entities?

If already engaging with a developer:

- Has the community established a proposed public-facing project timeline showing key meetings, required approvals, and when residents will have meaningful opportunities to review information before any final vote?
- In agreements, is confidentiality narrowly tailored, time-limited, ensures responses to requests in a timely fashion, and structured so that the public receives meaningful information before elected officials make final land use, utility, or incentive decisions?
- Has the developer shared projections about impacts to residential water and energy rates?

Planning and Zoning

Land use authority varies, but counties typically regulate only unincorporated areas while cities control annexed land. Most local governments are understandably not fully prepared to regulate data center infrastructure, given the fast pace at which development is being proposed. Officials may choose to tap the brakes on data center development until such time as necessary modifications are made to ordinances. Thoughtful planning is key to public trust, as well as deciding *whether* a data center is a good idea for the city or county.

- Are appropriate zoning ordinances in place that address data centers (e.g., definition/category, noise, lighting, size, energy generation, waste heat, waste and materials)?
- Do current ordinances treat multiple buildings/phases under common control as one campus? Are thresholds based on building size, megawatts, water demand, backup generation, or other measurable impacts?
- Are special permits for data centers appropriate or already in place?
- Have objective, use-specific standards (i.e. caps on sound at the property line) been considered?
- Are measurable performance standards embedded in code, such as dBA (a weighted scale for judging loudness that corresponds to the hearing threshold of the human ear) and low-frequency/dBC (a way of measuring sound that captures low-frequencies that humans can't hear and dBA sound measurement doesn't register), noise limits, lighting standards, setbacks from sensitive receptors, emergency access, hazardous materials, stormwater, construction hours, and periodic post-construction testing/reporting?

- Does the code or ordinance require review of off-site power infrastructure or supporting utility (gas pipeline and/or high voltage transmission) upgrades that will affect environmental impact, and long-term capacity?
- Have impacts to adjacent properties and households been considered?

Water Resources

Some data centers use systems that are designed to be much less dependent on water (e.g., closed loop systems) than other systems. While closed loop systems are more predictable, it still may be difficult to forecast water demand for data centers. Namely, water utilities are required to provide large influxes of water but are not always given projections for when and how consistently this demand is required. A mismatch between projected peak demand and actual usage patterns creates a financial and planning burden, particularly on water utilities.

- What is the source of water for the data center?
- What amount of water will the data center need each day and each year (average day, maximum day, annual total, peak hours, and consumptive use versus water returned as wastewater or discharge)?
- What is the cooling strategy?
- What will the water be used for (drinking, industrial, non-potable)?
- How will water usage be reported?
- Would infrastructure be able to handle extra wastewater flow and the potential surge in flow to the system?
- Have water recycling processes been considered?
- What is the estimated start date of operation?
- Have seasonal or drought conditions been considered to eliminate shortages for residents as well as the data center?
- Would a higher water capacity be required for fire protection, which would require larger water infrastructure to the site (considering potential water utility impacts should they need to implement fire flow rates)?

If already engaging with a developer:

- Has a third-party regional water study or projection been undertaken that evaluates drought/low-flow conditions, competing users, utility capacity, and whether the proposed demand would affect service reliability for existing customers (ideally paid for by the developer/applicant)?
- Does a utility service agreement include conservation, curtailment, monitoring, reporting, and emergency/drought response provision?
- Is the Iowa Department of Natural Resources involved in permitting, given the large volumes of water/wastewater?
- What is the water/wastewater ramp-up schedule (usually beginning with lower demand during construction and ramping up each time a building is brought online)?

Energy Resources: Use and Governance

Communities may have questions about the high level of energy use by data center operations, which may result in competition for limited energy resources. Potential competition raises issues of grid strain and increased rates for existing customers. Grid resiliency in the face of natural disasters or extreme weather events, such as historic flooding, may also be a concern.

- What are the sources of power available to the data center?
- What amount of energy might the data center require, including megawatts at peak load?

- How will energy usage be reported?
- Will the data center use backup generation, temporary generation, on-site generation, or battery energy storage?
- Has renewable energy procurement been considered?
- What ordinances are in place that will oversee air quality emissions and noise associated with power sources?
- Will the local distribution utility conduct a rate assessment/impact study?

If already engaging with a developer:

- How many megawatts are needed, as well as transmission, substation, generation, battery or backup infrastructure and is the developer expecting to pay for those upgrades (which could affect costs or risks to other customers)?
- What is the ramp-up schedule (e.g., phased by building/campus phase, whether transmission/substation upgrades are needed)?
- How flexible or inflexible will the data center's power demand be?
- Can the data center waste heat be reused?
- Has a third-party energy study been considered (ideally paid for by the developer or applicant)?

Incentives and Economic Development

Communities may worry about power imbalances and access to resources between different sized localities, and the need to ensure that all communities have the tools they need to fairly negotiate with data center companies and developers. Coordinating regionally and setting clear expectations upfront for developers can result in communities having more influence than they sometimes realize.

- Have elected officials conducted *net* fiscal impact and economic analyses and made the decision to entice a data center to the community?
- What state and local tax exemptions or incentives apply?
- What taxing entities are affected?
- What public costs and benefits are expected?
- Are there claw backs if investment, jobs, or community benefits do not materialize?
- Is there a fund in place for decommissioning the data center at the end of its lifetime?
- Have officials considered a statewide or region-wide approach to incentives to improve outcomes for Iowa communities, residents, as well as industry?

If already engaging with a developer:

- Has a third-party (or internally conducted) economic impact assessment been undertaken that includes job creation versus tax abatements and sales tax exemptions, public infrastructure investments, unique revenue streams, and long-term labor, fiscal, and ecosystem impacts (ideally paid for by the developer or applicant)?
- Does the Development Agreement contain milestones and enforcement clauses, such as assignment/successor language (agreements should remain enforceable if the project is sold, transferred, delayed, partially built, or operated by a different entity than the original applicant/developer) or incentives tied to reporting requirements such as water use, energy consumption, etc.?
- Does the Development Agreement contain provisions tailored to the community (e.g., workforce training, broadband expansion, green-infrastructure projects, investment in local infrastructure, housing, or betterment funds to help the community as a whole)?

Thinking Ahead to the Construction Phase: During Discussions with Developers

Construction of data centers results in a large amount of activity over a lengthy period and can catch residents and community leaders by surprise unless municipalities and developers plan for disruptions during the planning and permitting phase. Communities may consider requiring a construction management plan that addresses haul routes, worker parking, laydown/staging areas, temporary power or water, dust, lighting, noise, hours of operation, complaints, and emergency access.

- What will water usage be during construction (see also "Water Resources" section)?
- Has a plan been developed or ordinance created, as well as necessary permitting obtained, for disposal of construction waste?
- Has a road use agreement been discussed or prepared, including pre-construction road condition documentation (preferably a report by a third-party, certified engineer), designated haul routes, bonding or financial assurance, repair standards, dust control measures, and post-construction restoration responsibilities?
- What noise impacts are expected during construction (e.g., What mitigation measures have been proposed? What levels are expected and when? How will potential or perceived offsite impacts to neighborhoods, schools, livestock, and wildlife be addressed?)
- What lighting impacts are expected during construction (and post-construction)?
- What is the projected length of time for construction; how many phases; how many buildings; and what size (e.g., communities may consider asking for full-buildout assumptions, phase triggers, and whether later phases require additional review if water, energy, noise, traffic, or utility impacts change)?
- Has a plan been discussed or prepared for a construction staging area?
- What considerations have been outlined to manage disruption from construction traffic (e.g., bus routes, routes for construction workers) not only for the community hosting the data center but those adjacent or likely affected by traffic?
- Is there ample housing for construction workers?

Communities have different assets, infrastructure systems, development patterns, growth goals, and resident priorities. A project that aligns well with one community's vision may not be the right fit for another. Informed, local decision-making is key.

Thank You to Our Contributors

Many Iowa cities, counties, and communities have firsthand experience evaluating, constructing, and hosting data centers and generously share their insights to help inform local decision-making across the state.

The Hubbell Environmental Law Initiative at the University of Iowa College of Law, in partnership with the University of Iowa Tippie College of Business Social Impact Community, extends sincere appreciation to the Iowa stakeholders who contributed their time, expertise, and experiences to the development of this Decision Tool.

Contributors to this Decision Tool include: Iowa State Association of Counties; Iowa League of Cities; City of Cedar Rapids Water Utility; City of Altoona; City of Norwalk; Clean Energy Districts of Iowa; Johnson County Planning, Development and Sustainability Department; Linn County Planning and Development; Civil and Environmental Engineering, College of Engineering, University of Iowa; University of Iowa Initiative for Sustainable Communities; University of Iowa Office of Community Engagement.

For questions regarding this Decision Tool, please contact Jennifer Terry, Hubbell Environmental Law Initiative: **jennifer-terry@uiowa.edu**.

Iowa Data Center Decision Tool

Additional Resources and Tools

This resource page brings together credible materials to support informed decision-making, including links to trusted organizations and research, HELI's Iowa Data Center Decision Tool for local governments and communities, and our forthcoming white paper, Data Center Expansion in Iowa: Safe, Responsible Growth for the Benefit of Iowans and Protection of Natural Resources.

These resources are designed to help Iowans evaluate the potential economic, infrastructure, energy, water, environmental, and community impacts of data center development and encourage thoughtful discussions about Iowa's future.

External Resources

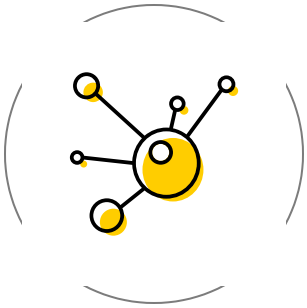
Organization		Link
Clean Energy Districts of Iowa (CEDI) Data Center Resource Hub		CEDI (https://www.cleanenergydistricts.org/data-centers-in-iowa-resource-hub)
The Environmental Law Institute, DEEP, and the Tulane Institute on Water Resources Law and Policy January 2026 *Data Centers and Water Fact Sheet*		Water Fact Sheet (https://www.eli.org/sites/default/files/files-pdf/Data%20Centers%20and%20Water%20Fact%20Sheet%20ELI%20January%202026%20(1).pdf)
The University of Wisconsin Milwaukee Center for Water Policy's *AI-Data Centers: Legislative Model to Promote Transparency and Environmental Protections*		U.W. Legislative Model (https://uwm.edu/centerforwaterpolicy/center-for-water-policy-releases-ai-data-centers-legislative-model-to-promote-transparency-and-environmental-protections/)
CURE MN's Data Center Resource Hub, Including Fact Sheets, Webinars, and More		CURE MN Resource Hub (https://curemn.org/what-we-do/energy-and-innovation/no-false-solutions/data-centers/)
The Center for Water Security and Cooperation (CWSC) Brief on Data Center State Legislation		CWSC Legislative Brief (https://drive.google.com/file/d/1kber_eieuGGFKVn7SffnA6LEOUUbPH6f/view?pli=1)
The Great Plains Institute (GPI) Data Center Resource Hub		GPI Resource Hub (https://betterenergy.org/data-center-resource-hub/)

Organization		Link
The Lincoln Institute of Land Policy's 2025 Report on Data Center Energy and Water Use		Lincoln Institute Report (https://www.lincolninst.edu/podcasts/land-matters/wild-west-data-centers-energy-water-use-top-concerns/)
The American Planning Association's *Data Centers Evolved: A Primer for Planners*		APA Primer for Planners (https://www.planning.org/planning/2021/summer/data-centers-evolved-a-primer-for-planners/)
The National Association of Counties' (NACo) *Informational Primer and County Considerations: Data Centers*		NACO Informational Primer (https://www.naco.org/resource/naco-informational-primer-and-county-considerations-data-centers)
One of Many National League of Cities (NLC) Data Center Reports		NLC Data Center Report (https://www.nlc.org/article/2026/05/27/breaking-down-barriers-to-data-access-for-city-policymakers/)
State of Iowa Economic Development Authority's (IEDA) Data Center Page		IDEA (https://opportunityiowa.gov/business/iowa-advantage/key-industries/finance-insurance/data-centers)
Columbia Law School Sabin Center for Climate Change Law Report on Data Center Litigation as Climate Litigation		Sabin Center Report (https://blogs.law.columbia.edu/climatechange/2026/02/19/data-center-litigation-an-emerging-frontier-for-climate-litigation/)
The Technology Association of Iowa (TAI) Economic Impact Study of Data Centers in Iowa		TAI (https://www.technologyiowa.org/tai-releases-economic-impact-study-on-data-centers-in-iowa/)
York County Planning Commission (YCPC) Model for Data Center Ordinances		YCPC Model Ordinance (https://www.ycpc.org/DocumentCenter/Vie

Organization		Link
		w/5537/Data-Centers-Model-Ordinance---2026-Update-PDF?bidId=)
Linn County's Approved 2026 Full Data Center Ordinance		Linn County (https://www.linncountyiowa.gov/DocumentCenter/View/27695/PA26-0001-Ordinance-PDF)
The City of Lancaster, PA, Community Benefit Agreement, FAQ, and Data Center Zoning Amendment		Lancaster, PA (https://www.cityoflancasterpa.gov/data-center/)
The Iowa Chapter of the American Planning Association's Video Essay on Zoning for Data Centers		APA Iowa Chapter (https://www.youtube.com/watch?v=iRyHnwuqJmU)
The National League of Cities' (NLC) Data Center Factsheet		National League of Cities (https://www.nlc.org/wp-content/uploads/2025/09/Data-Centers-Fact-Sheet-3.pdf)
Architecture 2030's Global Framework for Site Selection and Development for Hyperscale Data Centers		Architecture 2030 (https://www.architecture2030.org/harnessing-the-hyperscale-wave-the-data-center-evaluation-checklist/)

Four main data center types

Data centers come in different sizes and serve different purposes. Understanding the four main types can help communities evaluate what kind of facility, if any, may be a good fit.



Edge Data Centers

Small facilities located close to end users.

Edge data centers are smaller facilities placed near where data is generated and used, such as in cities, industrial sites, or rural areas.

They reduce the distance data must travel, improving speed and reliability for time-sensitive applications.

Examples: Telecommunications infrastructure, smart cities, industrial sites, and loT (Internet of Things) applications.

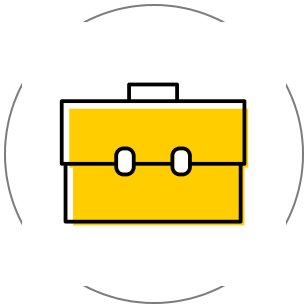


Enterprise Data Centers

Built and used by a single organization.

Enterprise data centers are owned and operated by a company or institution to support its own business needs. They are typically located on or near the organization's main facilities and are not designed to serve outside customers.

Examples: University systems, hospitals, banks, relaters, manufacturing companies.

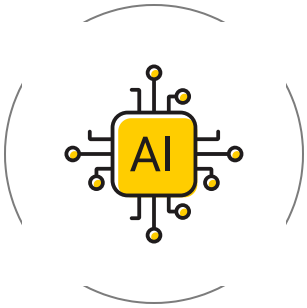


Colocation Data Centers

Built to house equipment for multiple customers.

Colocation data centers provide secure space, power, cooling, and network connections for multiple clients. Customers rent space to place their own servers and equipment while the facility handles operations and maintenance.

Examples: Regional colocation facilities that serve businesses, government agencies, and service providers.



Hyperscale Data Centers

Built very large to support massive computing needs.

Hyperscale data centers are extremely large facilities designed to support high volumes of data processing and storage for cloud services, streaming, social media, artificial intelligence, and other Internet-based applications.

Examples: Facilities built by major technology companies such as Amazon, Microsoft, Google, and Meta.



NACo Informational Primer and County Considerations:

Data Centers

Introduction

The rapid growth of artificial intelligence and high-capacity cloud computing is accelerating data center development nationwide. AI ready data center capacity is expected to grow about 33 percent annually from 2025 to 2030, driving a surge in local data center proposals.[1] In preparation, county officials are making urgent decisions about land use, energy and water needs and documenting if, where and how these facilities can be sited through local ordinances. Even without express zoning authority, county leaders play a central role in contextualizing proposals and ensuring development balances projected economic benefits with community priorities and long-term community well-being. Understanding local impacts is essential for evaluating new projects, managing existing facilities and planning for long-term infrastructure needs.

Data centers differ from traditional industrial developments in market pace, scale and economic structure. Recognizing these differences helps county leaders set realistic expectations and communicate clearly with departments, residents and private partners.

This resource provides county elected officials, administrators and planning leaders with a high-level framework to evaluate, permit and oversee data center development. Instead of focusing on technical details, it highlights key challenges across the project lifecycle and offers guidance for steering development toward long-term economic and environmental goals.

DATA CENTERS

Data centers are specialized facilities designed to store, process and transmit digital information. Data centers warehouse servers, storage systems, networking equipment and supporting infrastructure under relatively high security. While data centers have existed for decades, a new class of 'hyperscale' facilities designed for generative AI and cloud computing has grown significantly. Modern data centers differ from traditional enterprise data centers in size and resource intensity and require specialized power and cooling infrastructure that may impact local utility grids and water resources.

WHAT TO EXPECT FROM DATA CENTER DEVELOPMENT

- **High capital investment and tax revenue potential,** significant construction and modest high quality permanent jobs
- **Ongoing tax-base growth** from continuous equipment reinvestment
- **Significant power demand** and potential need for infrastructure upgrades
- **Fast development timelines and demand,** which counties can leverage to negotiate \community benefits

> *Is your county prepared for data center development? Use the County Consideration Checklist at the end of this brief to assess readiness and assign responsibilities across departments.*

County Considerations

Local Land Use and Zoning Authorities

County governments are often charged with considering the zoning and land use requests that permit the siting and construction of data centers, while ensuring that increased energy and water demands do not negatively impact the community.

Counties typically implement these considerations through zoning ordinances and land use designations, conditional or special use permits that establish site-specific requirements, and site plan review or development agreements that address infrastructure impacts and long-term operational commitments. Depending on the authority within a particular state, a county's land use and zoning authority related to the siting and construction of data centers may be limited or shared, shaping the county's role in local development decisions.

BEST PRACTICES FOR DATA CENTER DEVELOPMENT

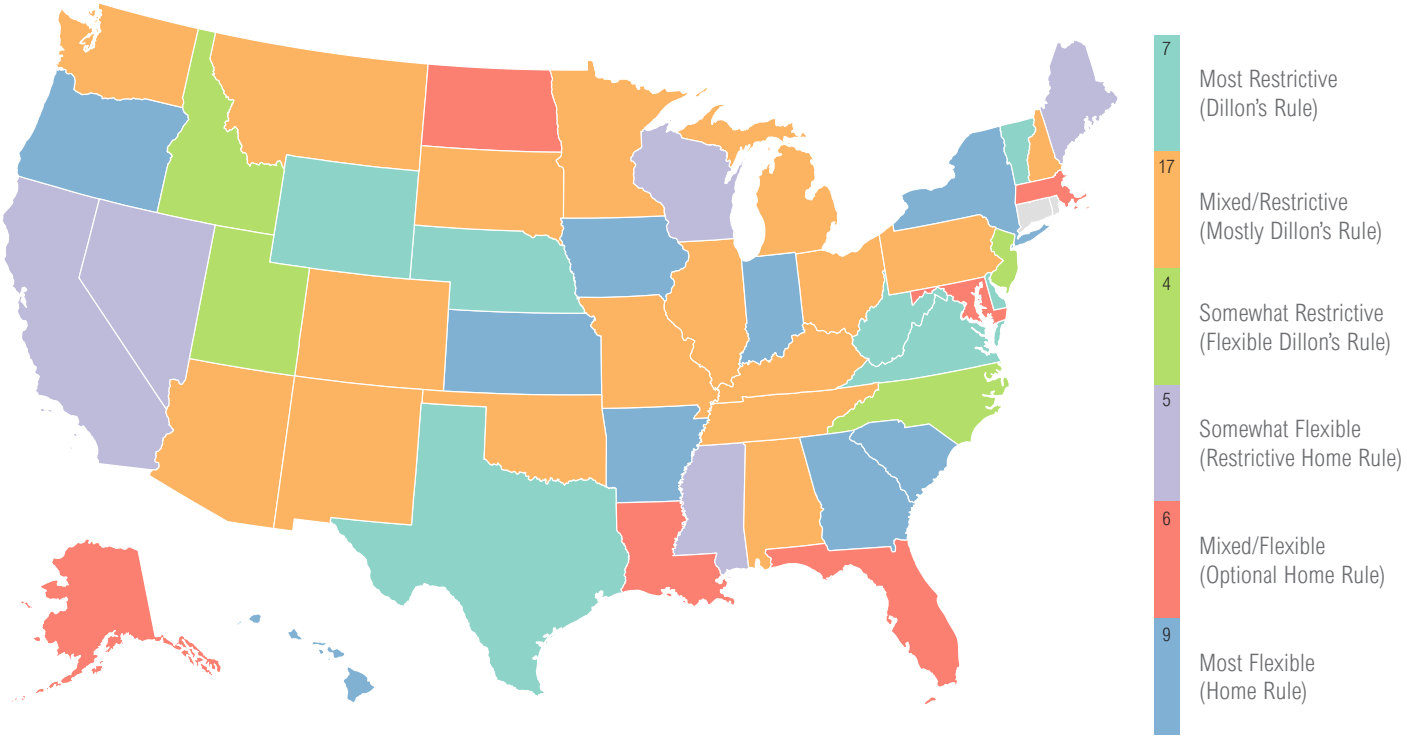
Alignment with County Goals: Ensure data center development supports long-term economic and land use objectives

Infrastructure Readiness: Confirm availability and timing of power, water, wastewater and transportation capacity before approvals

Clear Development Conditions: Establish enforceable requirements tied to permits, zoning ordinances or development agreements, such as water balance studies, setbacks, noise limits and architectural standards

Transparent Communication: Provide clear timelines, responsibilities and decision points to residents and stakeholders

COUNTY AUTHORITY PROFILES



Source: NACo research, 2022

Zoning

Setbacks

While data centers often look indistinguishable from office buildings, their operations and infrastructure requirements more closely match those of a factory. Because of this, jurisdictions have begun establishing considerably larger setback requirements for data centers than for standard buildings. Typical building setback requirements from property lines range from 200 feet to up to 500 feet from a residential property or zoning district. In areas where 'smart growth' is a priority, such as near transit stations, these setbacks can be extended much further to ensure prime land is reserved for high-density housing and retail. However, when data centers are grouped within a dedicated 'overlay district,' these requirements can be reduced between the centers themselves by more efficiently sharing power and fiber infrastructure.

Noise

Data centers require large cooling systems to function, and these systems emit a steady hum that can disturb nearby residents. To address this, local governments are setting noise limits, often 65 decibels at the property line and 55 decibels in quieter or residential areas. How these limits are met is up to the data center designer, but common approaches include sound-absorbing or sound-blocking structures, berms or increased setbacks. Ordinances are also beginning to require testing for both A-weighting, which captures high-pitched sounds like fans, and C-weighting, which measures low-pitched vibrations from heavy machinery. Because backup generators used during power outages are often louder than cooling fans, ordinances can establish permissible testing schedules that limit routine testing to daylight hours.

Architecture

Large data centers can require large buildings that, without clear design requirements, may clash with the community aesthetic. To address this, local governments have begun requiring developers to incorporate architectural features that resemble typical office buildings. These requirements often include variations in building height and depth to break up the building mass and reduce visual scale, along with the addition of real or faux windows and doors to create a more human-scale appearance. Additionally, modern ordinances may forbid the use of overly reflective or industrial-looking materials, helping the facility to fit its surroundings, especially when located near residential areas.

Power

Large data centers can span hundreds of acres and can have unique power and water infrastructure needs. Data centers can require large amounts of power similar to a medium-sized city, accounting for nearly 4.4 percent of U.S. annual electricity in 2023.[1] In response to transformations in technologies including AI, hyperscale development across the country and new domestic manufacturing, the total national energy demand is estimated to increase 20 percent by 2030.[2] This level of power demand can trigger the need for additional generation sources and new grid infrastructure. County leaders can best serve their communities by understanding these power needs, the potential impacts on rates and reliability, and the steps they can take to better insulate their communities from those effects.

Water

Data centers require significant levels of cooling for operation. This cooling, especially when utilizing evaporative cooling systems, can require large quantities of water. Water use associated with data center cooling can range from minimal to substantial depending on facility design and local conditions. In some cases, facilities may rely on reclaimed water and generate wastewater that affects the capacity of local wastewater treatment systems. County leaders can ensure these water needs are met without negatively impacting the host community by including the following requirements as part of the permitting process: water balance studies, discharge water quality standards and long-term monitoring programs with defined curtailment plan triggers.

DEVELOPMENT AGREEMENTS

Counties may use tools such as development agreements or community benefit agreements to help align data center development with local priorities, including infrastructure improvements, workforce development or other community needs. These agreements can be used to identify short-term costs associated with large scale facilities such as construction phase economic impacts, cost sharing and offsetting early costs. Long-term impacts to be considered in these agreements include infrastructure improvements that benefit residents and businesses and workforce development. When used alongside local permitting and land use processes, such tools can support coordination between counties and developers as projects move from planning to construction to operation, particularly in communities where local codes lack specific provisions for data centers. Considerations for community input can include construction traffic, road wear, traffic routing and duration of activity as well as provisions for repowering, reuse or decommissioning and emergency preparedness.



Data center being constructed in Sterling, Loudoun County, Va.

County Considerations Checklist

Category	Key Actions
Infrastructure Capacity	❑ Plan for power and substation upgrades ❑ Evaluate water and wastewater systems under peak demand ❑ Define responsibility for infrastructure upgrades and maintenance ❑ Explore water reuse and energy-shifting strategies
Governance & Economic Impacts	❑ Clarify how data centers fit within county development goals ❑ Balance local impacts with community benefits ❑ Sequence approvals with confirmed utility capacity ❑ Establish enforceable conditions tied to permits or agreements
Land Use & Zoning	❑ Update codes for building height, setbacks, buffers and screening ❑ Define noise and lighting standards ❑ Require traffic routing and construction management plans ❑ Include provisions for repowering, reuse or decommissioning

Get Involved!

Join **Energy Counties Exchange** to see local zoning ordinances related to data centers and crowd source information from fellow county leaders

Visit **NACo's Energizing Counties Resource Hub** for more considerations on this and more energy related projects

Visit **NACo's Rural Energy Academy** program page for more ways to get involved

[1] *A. Shehabi et al., 2024 United States Data Center Energy Usage Report, Lawrence Berkeley National Laboratory (LBNL), LBNL-2001637, December 2024, p. 5.*

[2] *United States Department of Energy. Clean Energy Resources to Meet Data Center Electricity Demand. Energy.gov Available at: https://www.energy.gov/gdo/clean-energy-resources-meet-data-center-electricity-demand. (Accessed: February 17, 2026.)*



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Data Centers in Iowa Resource Hub

Iowa has become one of the most prominent locations for data center development in the United States, primarily due to its reliable power grid, access to renewable energy (wind), and significant local and state tax incentives.

Iowa is home to smaller data storage and cyber currency mining operations, but the state also hosts major data center campuses, known as hyperscale data centers, from Microsoft, Google, Meta, Apple, and others. These massive facilities consume electricity at the scale of small cities and draw millions of gallons of water per year. As artificial intelligence drives explosive new growth, the pressure on Iowa's grid, its ratepayers, and its water supply is increasing fast.

According to a recent article in the Des Moines Register, both candidates in the race for Iowa Governor, Rob Sand [D] and Zach Lahn [R], have issued policy statements addressing the rising concerns in Iowa. Lahn has said he would raise taxes on data centers in Iowa five-fold to lower property taxes for Iowans, and he has called for a moratorium on new data centers. Sand is calling to end state tax breaks for data centers, and, among other measures, urges state legislators to pass legislation that would force data centers to “pay their own way” so as not to raise rates on other Iowa ratepayers.

This resource hub provides useful reports, analyses, trackers, and policy tools — organized to help advocates, local officials, legislators, and regulators make sense of the rapidly evolving data center landscape. Resources will be updated as new work becomes available.

Do you have suggestions for improvement of this information? Email Jim Martin-Schramm, CEDI senior policy analyst, with resources to include, updates about projects in Iowa, and matters that need correction.

INTRODUCTION

This section provides summary information about the size, type, and number of data centers in Iowa. It also discusses the expansion in electrical generation capacity required to meet the dramatic increase in demand caused by the increase in the number of hyperscale data centers coming to Iowa.

Almost every Iowan relies on services data centers provide almost every day. Credit card purchases, online bank transactions, email and photo storage, Amazon orders, Google searches, Zoom meetings, and Netflix binges all depend on the processing, storage, and transmission of batches of data.

The term, "Data Center," is often applied generally to three different types of facilities that consume various amounts of electricity, typically measured in Megawatts (MW) or Megawatt hours (MWh):

- Crypto-currency mining operations (1 - 30 MW)
- Small (1 - 5 MW) and mid-size data center facilities (5 - 50 MW)
- Large hyperscaler data centers servicing cloud computing and artificial intelligence (AI) facilities (100 - 1,000 MW).

Crypto-Currency Mining Operations in Iowa

Crypto mining in Iowa is best understood not as a handful of large, visible facilities but as a distributed network of small-to-mid-sized operations layered onto the electric grid. Known activity includes a

mix of operators such as the MiningStore (with a statewide portfolio of sites), Compass Mining (developing larger standalone facilities), and Simple Mining (pursuing modular container-based projects in northeast Iowa). Individually, these sites typically range from a few megawatts up to 20–30 MW, but collectively they represent a growing load footprint—estimated at ~90 MW statewide and continuing to expand.

Geographically, mining activity follows power system economics rather than population centers. The highest concentration appears in western and northwestern Iowa, where access to the Southwest Power Pool enables participation in wholesale electricity markets, including periods of very low or even negative pricing due to high concentrations of wind energy in the area. Central and eastern Iowa —within the Midcontinent Independent System Operator footprint— host additional sites, including larger, more visible facilities. Across all regions, proximity to wind generation, transmission infrastructure, and substations is a consistent siting driver.

Utility structure plays a decisive role too. While the investor-owned utilities, MidAmerican Energy and Alliant Energy, cover most of the state, a significant share of mining activity appears in rural electric cooperative territories, where operators may find more flexible contracting arrangements or underutilized capacity. Some facilities are also located in areas served by municipal electric utilities. For example, Cedar Falls Utilities currently serves around 45 MW of demand from two crypto mining companies and the firm, Simple Mining, has expressed interest in locating in their service area, which has raised concerns in the community.

Overall, crypto mining's distributed footprint, reliance on modular construction, and alignment with wholesale power markets distinguish it sharply from conventional data center facilities.

Sources:

- Cedar Falls Utilities, We Hear Your Concerns About Cryptocurrency Mining, 04-16-26.

- Compass Mining, Compass Mining Energizes New 30 MW Self-Owned Bitcoin Mining Facility in Iowa, 04-29-26.
- Compass Mining, Compass Mining Energizes New 4.5 MW Site in Iowa in Partnership with DIGTB, 03-25-26.
- Iowa Public Radio, Cedar Falls residents object to proposed crypto mining site at rezoning meeting, 03-26-26
- MiningStore, 62.5 MW Bitcoin Mining in Iowa.
- Southwest Power Pool (SPP), Markets and Operations.
- Midcontinent Independent System Operator (MISO), Markets and Operations.
- Reddit, Our 5MW mining site in Iowa.

Small and Mid-Size Data Centers in Iowa

Small data centers in Iowa are typically specialized and decentralized facilities designed to bring data processing closer to users and devices. They minimize the physical distance data travels, reducing latency and optimizing bandwidth for time-sensitive applications. These facilities are widely distributed across cities such as Waterloo, Davenport, Cedar Rapids, Sioux City, and Monticello. Many operate in the 1–3 MW range, with some expanding toward 5 MW as demand increases.

These small data centers primarily serve:

- Regional businesses (healthcare systems, financial firms, manufacturing IT)
- Government and municipal IT systems
- Disaster recovery and backup infrastructure
- Telecommunications edge routing and fiber interconnection

Mid-size data centers (5-50 MW) bridge the gap between small enterprise colocation and hyperscale cloud campuses. These sites are primarily located in the Des Moines metro (largest concentration), the Cedar Rapids corridor, the Council Bluffs / Omaha- are, and in some suburban industrial parks with strong fiber access. In Ames,

Lightedge, a data protection company that has two data centers in Des Moines, is interested in building a 100,000 square-foot building at the James Herman Banning Ames Municipal Airport.

Mid-size facilities in Iowa generally serve:

- Cloud edge workloads and regional cloud nodes
- Artificial Intelligence (AI) inference and training clusters (in newer builds)
- Enterprise cloud hosting and managed services
- Interconnection hubs between fiber networks and hyperscale providers

Taken together, the ~50 small- and mid-size data centers represent the majority of Iowa's data centers currently in operation. Collectively, they rely on low-cost electricity, fiber backbone density, as well as a relatively stable climate and low disaster risk.

Sources:

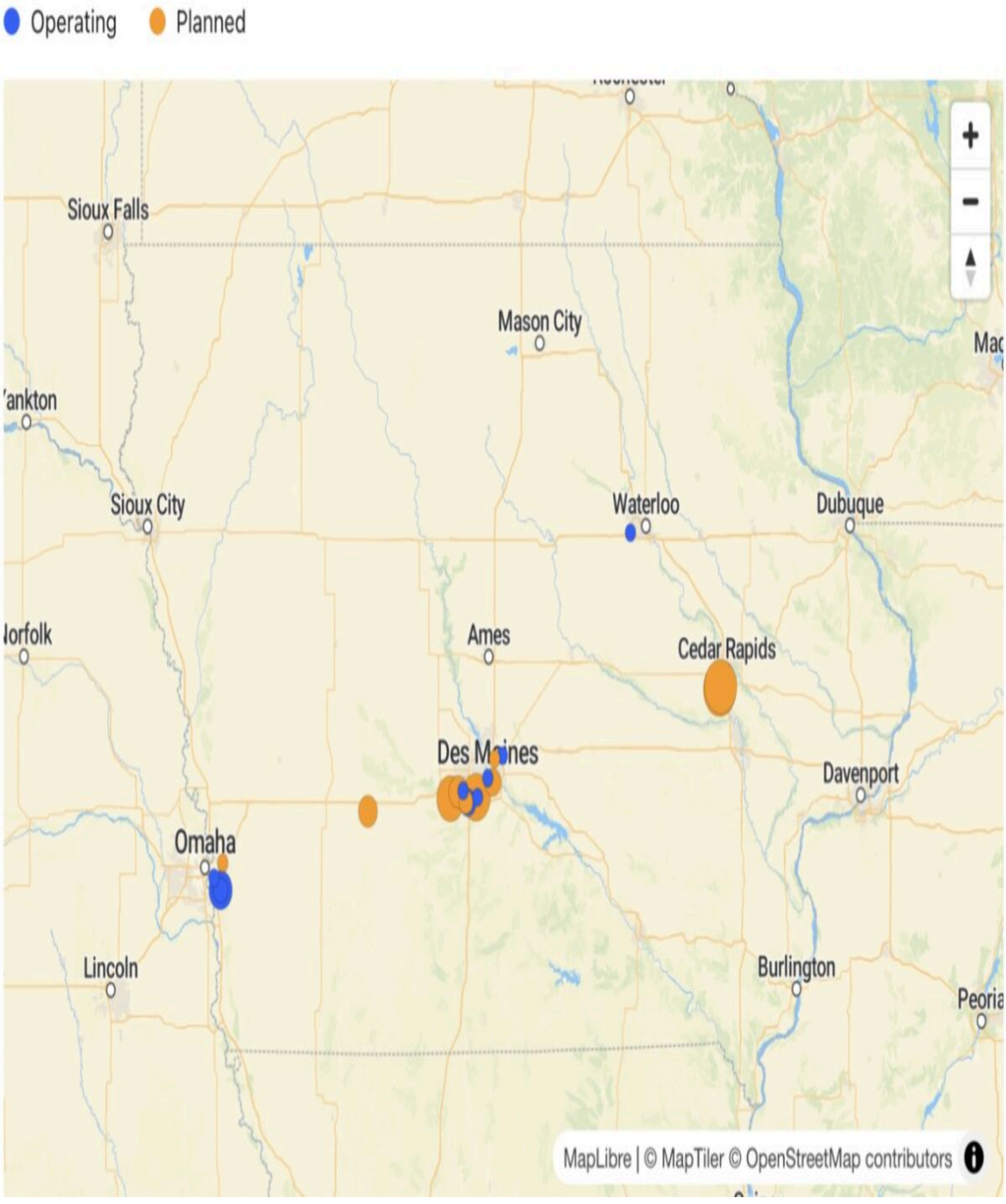
- ARK Data Centers. Cedar Rapids, Iowa Data Center.
- Aureon Networks. Des Moines Data Center Ecosystem Overview.
- GoDataCenters. Data Centers in Iowa — Colocation Facilities Overview.
- DataCenterAndColocation. Iowa Data Centers & Colocation Consulting.
- Des Moines Register, Data center plan advances in Ames, June 22, 2026.
- Iowa Communications Network (ICN). Colocation Services.
- ITS Data Centers (Infrastructure Technology Solutions). Colocation Services.

Large Hyperscale Data Centers in Iowa

Hyperscale data centers are massive, highly scalable industrial facilities designed for cloud computing, big data, and AI workloads, typically containing over 5,000 servers and exceeding 10,000 square feet. Cleanview, which tracks over 1,000 data centers in the United States, regularly updates **this map** of large hyperscale data centers that are currently operating in Iowa or are planned for construction.

Map of data centers in Iowa

Here is a map of all data centers in Iowa. Blue markers indicate operating data centers, while orange markers show planned facilities.



EXISTING or OPERATIONAL

Through April 2026, CEDI has identified the following large, hyperscale data centers that are currently operating in Iowa:

Large Operational Data Centers in Iowa (100 MW and larger)			
Facility Name	**Capacity Size (MW)**	**Location**	**Utility**
Google Campus 1	171	Council Bluffs	MidAmerican
Google Campus 2 East	125	Council Bluffs	MidAmerican
Google Campus 2 West	300	Council Bluffs	MidAmerican
Microsoft Project Osmium	150	West Des Moines	MidAmerican
Meta Altoona Campus	300	Altoona	MidAmerican
Microsoft Project Alluvion	100	West Des Moines	MidAmerican
Apple Waukee Campus	100	Waukee	MidAmerican
	1,246		

PLANNED or UNDER CONSTRUCTION

Through April 2026, CEDI has identified the following large, hyperscale data centers whose plans for construction have been announced:

Large Planned Data Centers in Iowa (100 MW and larger)			
Facility Name	**Capacity Size (MW)**	**Location**	**Utility**

Microsoft Project Ginger East	444	West Des Moines	MidAmerican
Microsoft Project Ginger West	207	West Des Moines	MidAmerican
Microsoft Project Ruthenium	113	West Des Moines	MidAmerican
Microsoft Van Meter Campus	400	Van Meter	MidAmerican
QTS 1 Cedar Rapids	616	Cedar Rapids	Alliant
Google Cedar Rapids DC	600	Cedar Rapids	Alliant
Applied Digital Data Center	200	Adair	Alliant
Edged Data Center	200	Council Bluffs	MidAmerican
Google Palo Area	600	Palo	Alliant
QTS 2 (Alliant ESA signed)*	370	TBD	Alliant
	3,750		

* After losing an annexation battle in Wisconsin, QTS recently signed an Energy Supply Agreement (ESA) with Alliant Energy's Iowa affiliate, Interstate Power and Light Company. The Iowa location of the second QTS facility has not yet been announced, but the company is actively engaged in discussions with the City of Clinton. Not surprisingly, public reaction to the possibility is mixed. According to the Mayor of Clinton, Iowa, the data center project envisioned by QTS for Clinton would be significantly larger than its roughly 700-acre project in Cedar Rapids.

Expansion of Electric Generation Capacity

In order to meet this unprecedented and rapid increase in electricity demand, Iowa's investor-owned utilities, MidAmerican Energy and Interstate Power and Light (dba Alliant Energy), have received approval or are seeking approval to build several new electric generation and energy storage facilities. For example, MidAmerican recently received approval from the Iowa Utilities Commission to build up to 800 MW of solar, and Alliant Energy recently received approval to build up to 1,000 MW of new wind generating capacity. These intermittent generation facilities will be paired, however, with at least 400 MW of energy storage facilities in Alliant's service territory as well as several new natural gas-fired power plants in both utility service areas:

Proposed Natural Gas-Fired Power Plants in Iowa					
Docket No.	**Utility**	**Facility Type**	**Capacity MW (AC)**	**Facility Name**	**County**
GCU-2024-0004	Alliant	Reciprocating Combustion Engines	94	Prairie Creek Station	Linn
GCU-2025-0007	MidAmerican	Simple-Cycle (Peaker) Combustion Turbines	777	Orient	Adair
GCU-2025-0011	Alliant	Simple-Cycle (Peaker) Combustion Turbines	720	Bobcat Energy Center	Marshall
GCU-2025-0012	Alliant	Reciprocating Combustion Engines	94	Burlington Gen Station	Des Moines

GCU-2026-0001	Central Iowa Power Cooperative (CIPCO)	Simple-Cycle (Peaker)	240	Hickory Grove Generating Station	Scott
GCU-2026-0002	Alliant	Simple-Cycle (Peaker) Combustion Turbines	720	Morgan Valley Energy Center	Linn
GCU-2026-0005	Alliant	Simple-Cycle (Peaker) Combustion Turbines	1,200	Riverhawk Energy Center	Cerro Gordo
			3,845		

Based on annual data submitted to the U.S. Energy Information Administration (EIA), MidAmerican currently has 1,535 MW of natural gas-fired generating capacity and Alliant Energy has 1,729 MW. See table below:

Operational Natural Gas Generation Facilities **Interstate Power and Light (IPL) and MidAmerican Energy (MEC)**				
Owner	**Plant Name**	**Iowa Location**	**Facility Type**	**Nameplate Capacity (MW)**
IPL	Marshalltown Generating	Marshalltown	Combined Cycle	728.3
IPL	Emery Generating	Clear Lake	Combined Cycle	618.5
IPL	Burlington Generating	Burlington	Combustion Turbine	212

IPL	Sutherland	Marshalltown	Combustion Turbine	155
IPL	Centerville	Centerville	Combustion Turbine	15.6
IPL Subtotal				1,729.40
MEC	Greater Des Moines	Pleasant Hill	Combined Cycle	591
MEC	Pleasant Valley	Bettendorf	Combustion Turbine	451
MEC	Riverside Generating	Bettendorf	Combined Cycle	280
MEC	Sycamore	Johnston	Combustion Turbine	82.5
MEC	Coralville	Coralville	Combustion Turbine	81
MEC	Electra	Waterloo	Combustion Turbine	50
MEC Subtotal				1,535.50

Together, Alliant and MidAmerican currently have 3,264 MW of installed capacity. About half of this capacity is combined cycle, which runs more often and thus helps to furnish base load power; the rest is simple-cycle, which only comes online when loads are peaking. If all of the facilities in the table above are approved and constructed, this would more than double the collective installed capacity of natural gas-fired power plants in Iowa.

As noted above, the Central Iowa Power Cooperative (CIPCO), which generates electricity for over half of the 42 rural electric cooperatives in Iowa, is also seeking to build a 240 MW Simple-Cycle (Peaker) Combustion Turbine facility in Scott County. The county's board of supervisors recently voted unanimously to reject the site for the proposed power plant, but the ultimate decision about whether the facility can be built is up to the Iowa Utilities Commission. Similar concerns are being voiced by many citizens in Linn County about Alliant's proposed Morgan Valley Energy Center.

This large and rapid buildout of natural gas-fired power plants is not unique to Iowa. According to the nonpartisan Environmental Integrity Project, at least 74 gas-burning plants are being built or have been proposed to power data centers around the United States. If all are built, they will generate 143 gigawatts of electricity – enough to power the state of California nearly three times over – along with 662 million tons per year of greenhouse gas pollution, which is equivalent to the annual greenhouse gas emissions of Australia.

SOURCES:

- *The New York Times,* The Impending Inescapable Deluge of A.I., June 29,2026

BENEFITS and COSTS

This section summarizes the various benefits that data centers can bring to Iowa and then explores in greater detail several concerns related to the development incentives provided by the state and local governments as well as

significant concerns related to water supply, water, air, and noise pollution, vast energy consumption, and infrastructure costs related to electricity generation and transmission.

Data centers underpin the digital infrastructure that businesses, governments, and households rely on every day—supporting cloud computing, real-time communications, logistics optimization, financial systems, and remote work.

The artificial intelligence (AI) workloads that hyperscale facilities host extend those benefits further. AI systems trained and deployed in hyperscale environments are driving major advances in many sectors, including medicine, agriculture, and energy. They also enhance public services and scientific research by enabling large-scale data analysis that would otherwise be infeasible–for example, in materials science and climate modelling.

At the same time, AI is already impacting lots of entry level jobs in areas like customer support, bookkeeping, basic legal drafting, software coding, and data processing, as well as some mid-skill roles needed in sectors like finance, insurance, marketing, and back-office administration. These impacts do not bode well for the many employed in the financial services area in Des Moines and elsewhere around the state.

Agriculture could also see reduced demand for certain types of labor as AI-driven precision farming, autonomous equipment, and predictive analytics lower the need for manual labor and monitoring. The same is true in manufacturing, which faces ongoing automation that will likely displace routine production line positions. Workers in at-risk roles may face longer periods of unemployment or be pushed into lower-wage service work.

Like it or not, Iowa has become one of the Midwest's leading destinations for data center investment, driven by low electricity rates, abundant wind energy, affordable land, and competitive tax

incentives. While these facilities can provide significant economic benefits, there are also considerable costs and risks associated with the tax incentives used to lure the industry to Iowa as well as the water, energy, and infrastructure investments required to operate these facilities.

Economic Benefits

Large-scale data center construction generates significant short-term employment for electricians, plumbers, steelworkers, and general contractors. A hyperscale project can sustain regional construction trades for several years. At the same time, these huge construction projects produce large amounts of waste, which can present challenges. For example, the construction underway in Cedar Rapids is rapidly increasing the amount of waste disposed of at the landfill and thus shortening the projected life of the landfill for all residents.

Once operational, data centers often become among the largest property taxpayers in their host counties – once tax exemptions expire, that is. The industry's national contribution to government revenues — federal, state, and local combined — rose from $66.2 billion in 2017 to $162.7 billion in 2023, according to a report published by the Data Center Coalition. Locally, counties benefit from an expanded and relatively stable tax base. Because data center infrastructure is expensive to build and difficult to relocate, these investments have the potential to be long-term taxpayers.

Beyond direct employment, data centers drive sustained spending on utilities, security, maintenance, and local contracting. High-capacity fiber infrastructure laid to serve data centers also benefits surrounding businesses and residents. Industry advocates argue that each data center job generates a multiplier effect of more than six

additional supporting roles in the broader economy, though this figure is disputed by some researchers who note the limited direct employment at automated facilities.

State Tax Incentives

According to the National Conference of State Legislatures (NCSL), 38 states currently offer dedicated tax incentives for data centers, ranging from sales and use tax exemptions for computers and electricity to property tax abatements.

Iowa offers one of the more comprehensive state-level data center sales and use tax incentive programs in the country:

Iowa Data Center Sales and Use Tax Incentives Summary			
Feature	**Exemption (Full)**	**Partial Refund (Mid-Tier)**	**Partial Refund (Small-Tier)**
Minimum Investment	$200 Million	$10M (New) / $5M (Rehab)	$1M
Maximum Investment	No limit	Less than $200 Million	$10M (New) / $5M (Rehab)
Primary Benefit	100% Exemption (or full refund)	50% Refund of taxes paid (up to 5% of sales price)	50% Refund of taxes paid (up to 5% of sales price)
Investment Period	Within first 6 years	Within first 6 years	Within first 3 years

Benefit Duration	Permanent (Computers/Equipment) 10–15 years or Permanent (Fuel/Electricity)*	7 or 10 years (Based on investment size)	First 5 years of operation
Qualifying Items	Computers, equipment, cooling, power infrastructure, fuel, and electricity	Computers, equipment, cooling, power infra, fuel, and electricity	Fuel and electricity used for computers/processing only
Physical Size Requirement	At least 5,000 sq. ft.	At least 5,000 sq. ft.	Not specified

*Note: For the $200M exemption, fuel/electricity benefit duration depends on whether the facility began operating before or after June 6, 2025, and its proximity to a city of 30,000+ people.

Source: Iowa Department of Revenue, Data Center Sales and Use Tax Incentives

According to DataCenters.com, these Iowa sales and use tax exemptions currently amount to $150 million annually. Analysts expect this figure to grow substantially with the rapid buildout of data centers in Iowa. Google's Council Bluffs campus alone has received more than $36 million in tax incentives to date.

DataCenters.com estimates that the incentives could bring in over $3 billion in new data center investment by 2030, potentially creating 4,000+ temporary construction jobs, 2,500+ permanent operational and technical roles, as well as thousands of indirect jobs in logistics, energy, maintenance, and retail.

Iowa is not alone in offering generous tax breaks. A recent report by Good Jobs First found that at least 10 states lose more than $100 million per year to data center tax breaks. The report identified Iowa as one of the states with limited public disclosure, noting that Iowa's indefinite sales tax exemption for data center electricity and fuel has no sunset provision and no individual-company disclosure requirement.

Nationally, many states are reassessing their incentives to attach additional requirements or even repeal them completely.

Local Incentives

The most consequential incentives for data centers are provided locally by cities and counties. The incentives include property tax relief, infrastructure support, and site development commitments.

Cities commonly rely on Tax Increment Financing (TIF) or similar agreements to rebate a substantial share of new property taxes generated by a data center back to the developer over a period that can stretch 10–20 years. Because these facilities involve billions in investment but relatively few jobs, TIF helps make projects financially viable while deferring the full tax benefit to the community until later years. Alongside this, some communities use phased property tax abatements or custom rebate agreements tied to investment milestones and assessed value growth.

Local governments also frequently subsidize the infrastructure needed to support these energy- and water-intensive facilities. This can include extending roads, water mains, and sewer systems; coordinating or cost-sharing for electric substations and transmission upgrades; and, in some cases, making direct contributions to infrastructure or community funds tied to the project. In Altoona, for example, the city supported the development of large-scale data centers (notably for Meta) with TIF-backed infrastructure improvements and site preparation that helped transform

agricultural land into a major data hub. Similarly, Waukee partnered with Apple on a major project that included infrastructure commitments and community payments alongside property tax relief mechanisms.

A third layer involves land, zoning, and site-readiness incentives, which can be just as decisive as direct financial subsidies. Communities often assemble or discount land, fast-track rezoning, and pre-certify “shovel-ready” industrial sites to reduce development risk and timelines. In Council Bluffs—one of the Midwest’s most established data center clusters—local and regional efforts have focused on ready-to-build sites with robust power access, helping attract major operators like Microsoft and Google.

To sum up, Iowa's state and local incentives are structured primarily around capital investment thresholds rather than employment requirements. Critics note this means large exemptions can be granted to facilities with relatively few permanent employees. Proponents counter that capital-intensive facilities provide long-term fiscal stability that offsets the upfront revenue loss.

Water, Energy, Pollution, and Infrastructure Concerns

Water Consumption

Water has become the second-largest constraint on new data center development, surpassed only by power availability. While some data centers utilize water-free cooling systems, most large data centers rely on evaporative cooling systems that consume significant quantities of water. A single hyperscale campus can evaporate more water daily than a town of 10,000 people.

Daily Water Consumption by Data Center Type		
Campus Size	**Typical Daily Direct Water Use**	**Equivalent Households**

20-250 MW (Colocation)	50,000 - 200,000 gallons	500 - 2,000
100 MW (Hyperscale)	300,000 - 1.2 million gallons	3,000 - 12,000
300 - 500 MW (Campus)	1.5 - 5+ million gallons	15,000 - 50,000+

Data centers in Iowa primarily source their water from local municipal water utilities (potable drinking water systems) and underground aquifers, particularly the Jordan Aquifer, for evaporative cooling systems. Major sites, including those in West Des Moines and Council Bluffs, often rely on city water to cool equipment, which is sometimes drawn from nearby rivers like the Missouri River. Google's data center facilities in Council Bluffs consume over 1 billion gallons of water per year.

Recently, Iowa's state geologist called for a protection plan for Iowa's "precious groundwater" due to new and increasing pumping demands from data centers, ethanol plants, other industrial facilities, and animal confinement feeding operations. The Des Moines metro area, where the majority of Iowa's data centers are currently concentrated, does not have access to particularly abundant groundwater resources.

Data centers also consume water indirectly, through their electricity use. Most electrical power generation, whether coal, natural gas, or nuclear, utilize water in steam generators to convert heat energy into electrical energy. The majority of water used by these facilities, however, is used to cool the generation equipment.

As noted in the previous section, several new natural gas-fired power plants are being proposed to cope with the increase in demand caused by the buildout of data centers in Iowa. All of the facilities will use water to cool generating equipment. In addition, Google has partnered with NextEra Energy to restart the Duane

Arnold Energy Center near Palo, Iowa. Google wants to use the electricity from the 600 MW boiling water nuclear reactor to power several hyperscale data center buildings to be located nearby. Once restarted, the Duane Arnold Energy Center will withdraw an average of approximately 8.1 to 9.6 million gallons of water per day from the Cedar River to support its cooling system.

Energy Consumption

U.S. data center annual energy use in 2023 (not accounting for cryptocurrency) was approximately 176 terawatt-hours (TWh), approximately 4.4% of U.S. annual electricity consumption that year, according to a report by Lawrence Berkeley National Laboratory. More recently, a report published by the U.S. Congressional Research Service projected that data centers could account for 16–23% of total U.S. electricity consumption by 2030. That is an astounding increase.

Crypto mining operations (1-30 MW) are the most energy-intensive relative to their economic output. The Grundy County MiningStore facility's electricity consumption exceeds the combined residential usage of the entire town of Grundy Center. By way of comparison, a typical large hyperscale data center consumes between 20 MW and 100 MW continuously. A 100 MW facility uses roughly 2,400 MWh per day, which can power roughly 80,000 to 100,000 U.S. households.

Some massive, AI-focused data center campuses can exceed 650 MW per day, enough to power over 500,000 homes. Google and QTS are each building 600 MW data center complexes in the Big Cedar Industrial Park south of Cedar Rapids. The amount of power required for these data centers is almost twenty times larger than the consumption of the ~60,000 homes in Cedar Rapids.

These two data center campuses, plus a third whose location is yet to be announced, will increase Alliant Energy's statewide load by approximately 60%, which is an unprecedented and sudden increase in demand for the utility. While much of the energy to power the Cedar Rapids data centers will be supplied by Alliant Energy's new and large investments in wind and solar, a substantial portion will be supplied by several new natural gas-fired power plants. As noted in the previous section, the dramatic increase in natural gas consumption for electricity generation has the potential to drive up the cost of home heating fuel as well as the retail cost of electricity for all ratepayers.

Pollution Concerns

Crypto mining and hyperscale data centers raise air pollution concerns primarily through their electricity use. While Iowa leads the nation in per capita energy consumption from renewable sources, as we have seen, fossil fuel power plants will be key to powering data mining and data processing in the future. These fossil fuel power plants (and the diesel-fueled back up generators on site) emit large amounts of emissions in the form of carbon dioxide, nitrogen oxides, sulfur dioxide, and particulate matter.

Recently, Google and Amazon released their annual sustainability reports, which reveal large increases in their energy use and climate pollution. Google's greenhouse gas pollution grew by 18% in 2025, and Amazon's grew by 16%. Microsoft led the pack, however, with a 25% increase year-over-year. These emissions contribute to climate change as well as poor air quality in the form of smog, which can worsen respiratory and cardiovascular health, particularly for nearby communities.

As noted above, most hyperscale data centers also rely on water-intensive cooling systems, which can strain local water supplies and discharge heated water back into rivers or treatment systems. This

“thermal pollution” can harm aquatic ecosystems by reducing oxygen levels and altering habitats. In addition, the treatment chemicals used in cooling systems can pose risks if not properly managed.

Noise pollution is a frequent complaint near both crypto mining operations and hyperscale data centers. These facilities rely on large numbers of cooling fans, ventilation systems, and backup generators, all of which can run continuously. Crypto mines in particular are often described as producing a constant “industrial hum,” sometimes compared to a jet engine at a distance. When facilities are located near residential areas, this round-the-clock noise can disrupt sleep and reduce quality of life.

Light pollution is another issue, especially for large data center campuses. These sites typically operate 24/7 and require extensive outdoor lighting for security and safety, including high-intensity floodlights and illuminated buildings. This can brighten the night sky, disrupt nearby residents, and interfere with wildlife that depend on natural light cycles. In rural areas of Iowa and similar states, where ambient light levels are typically low, the visual impact can be startling.

Finally, there are growing concerns about electronic waste and backup power systems. Both crypto mining rigs and data center servers have relatively short 2-5 year lifespans, leading to large volumes of discarded electronic equipment that can contain hazardous materials if not recycled properly.

Natural Gas Equipment Infrastructure Concerns

A recent report from Wood Mackenzie finds that rising electricity demand—driven largely by data centers—is creating a major mismatch between supply and demand in the gas turbine market. This imbalance is expected to push prices higher through at least 2027, with turbine costs projected to reach about $600 per kilowatt by then—nearly triple 2019 levels. Because gas turbines account for

roughly 20–30% of the total cost of combined-cycle power plants—and an even larger share for simple-cycle plants—they are the single biggest factor driving the overall cost of building new gas-fired power facilities.

This is not only a concern in Iowa. Natural gas plants already generate the largest proportion of electricity in the U.S., and the cost of the fuel has an outsized influence on electricity prices. Now, according to Global Energy Monitor, the U.S. leads the world in the amount of gas-fired power capacity in development. If all of the projects are built, they will increase U.S. gas-fired generation capacity by 50%, and with it, a concomitant increase in the consumption of natural gas, its related greenhouse gas emissions, and electricity prices.

Transmission Infrastructure Concerns

The rapid expansion of data centers in Iowa has also sparked significant concern regarding the massive transmission infrastructure investments required to support them. Critics and consumer advocates worry that these "single-purpose" infrastructure projects—often involving high-voltage transmission lines and substation upgrades—may lead to cost-shifting, where the financial burden of the buildout is passed on to residential and small-business ratepayers. While utilities often argue these upgrades improve the grid for everyone, everyday Iowans risk being "on the hook" for infrastructure that primarily serves trillion-dollar corporations.

There is also a growing concern about “overbuilding” and the long-term risk of stranded assets. If market conditions change or a data center project is downsized or abandoned, the costs of those permanent transmission lines (and related power plants) could remain baked into the utility’s rate base for decades. A bill introduced in the Iowa House of Representatives in 2026 (HF 2690) would have required utilities to create separate, transparent rate

classes for data centers to ensure they pay their fair share of the specific infrastructure they necessitate. Unfortunately, the bill failed to get to the floor for a vote.

Another set of concerns related to transmission infrastructure investments revolves around public use and eminent domain. As utilities petition the Iowa Utilities Commission (IUC) for new transmission franchises, they face increased resistance from landowners who argue that lines built specifically to power a private data center do not meet the legal threshold of a "public use." This has led to high-profile legal battles over the right-of-way, with residents challenging whether the state should allow the seizure of private property or the use of public road rights-of-way for projects that primarily facilitate private industrial growth rather than general grid reliability.

Finally, the sheer speed of development is creating a planning bottleneck for the state's energy grid. Regional grid operators like the Midwest Independent System Operator (MISO) are struggling to balance the influx of data center loads with the retirement of older power plants and the integration of intermittent renewable energy. Critics point out that while Iowa leads in wind energy production, the transmission infrastructure needed to move that energy to data centers often lags behind. This creates a risk of grid congestion, which can drive up wholesale electricity prices for all consumers, effectively forcing the public to subsidize the high-reliability power requirements of the tech industry.

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LINN COUNTY, IOWA | A Case Study in Progress

Data centers are being built across the country. They require massive amounts of electricity and, when they use evaporative cooling, they use large quantities of water. Data center buildings are extremely large and cost billions to build. QTS and Google are building data centers in Cedar Rapids, and Google plans to build data centers just outside of Cedar Rapids near Palo, Iowa. This article covers these projects in Linn County and quantifies their impacts on electricity, water, and emissions.

How many data centers are currently planned in Linn County?

There are 18 data centers currently planned in Linn County to be built on three large hyper-scale campuses. In Cedar Rapids, there are three QTS data centers currently under construction with four more planned, and there is one Google data center under construction with four more planned, for a total of 12 data centers in Cedar Rapids.

Six additional Google data centers are planned to be built near the Duane Arnold Energy Center, a soon-to-be-reopened 615 MW nuclear plant. The re-opening of the nuclear plant depends on approval by the Nuclear Regulatory Committee. The approval process is currently underway. Google has a power purchase agreement in place to use 92% (565 MW) of the electricity generated by the nuclear plant for its data centers. CIPCO, the central Iowa rural electric cooperative, has an agreement to purchase the remaining 8% (50 MW).

These six additional Google data centers were originally planned to be constructed under the Linn County data center ordinance (discussed below). Now, Google is working with the City of Palo,

Iowa, requesting Palo to annex the land on which the Google data centers will be built, so that a Palo data center ordinance, with more lenient provisions than Linn County's ordinance, will be used.



QTS data center in Cedar Rapids under construction (Photo: QTS Data Centers)

How much land will be used to build the 18 data centers?

The 18 data centers are being built on 1,571 acres of land. The QTS Cedar Rapids data centers are being built on 612 acres. The Google Cedar Rapids data centers are being built on 414 acres. The six Google data centers that will be built near the Duane Arnold Energy Center will be built on 545 acres. Sufficient land is available on the two Cedar Rapids data center campuses to build up to eight more buildings. Only six buildings can be housed on the Palo area site.

Nationwide public objections to data centers have resulted in data center requests being denied and data center moratoriums being put in place. That leaves data center operators seeking other viable locations which may result in additional data centers in Cedar Rapids and Linn County.

How large are the data center buildings, and what will they contain?

Over 8,500 construction workers are building the 3 QTS data centers. The buildings are huge. The first QTS data center building in Cedar Rapids contains 1.2 million square feet, which is roughly 28 acres under a single roof. These immense buildings are filled with incredible quantities of computing, memory, communications and electronic storage components that consume massive quantities of energy and require extensive cooling so the components do not sustain damage from heat. Wiring and cooling infrastructure inside and outside the buildings is structured with a density that allows it to service every component rack in the building. The 1.2 million square feet building can house over 100,000 AI chips, along with tens of thousands of central processing units and data processing units.

How much electricity will the data centers need?

The data centers will require multiples of the amount of electricity currently consumed in Linn County. The 1.2 million square feet QTS data center will consume 180 megawatts (MW) of power around the clock, equal to 1.57 billion kilowatt hours of electricity annually. The processing components can run for days to even weeks at a time, depending on the specific learning or problem solving being performed.

Just two 180 MW data centers will consume 96% of the power used by every residential, commercial, and industrial site in Linn County in 2023, nearly doubling electricity consumption in Linn County. If all 12

Cedar Rapids and six Palo area data centers are built, projections indicate their electricity consumption will be roughly 1,800 MW, equal to 15.7 billion kilowatt hours of electricity annually, 4.8 times the 2023 total Linn County electricity consumption.

How will the data centers cool the electronic components in the buildings?

Data centers use either closed loop cooling or evaporative cooling. The QTS data centers are being built with closed loop cooling systems. These systems function like the engine cooling systems in gas-powered vehicles. Fluid circulates through the electronic components to cool them and then the hot fluid runs through a radiator that uses air to cool it down. Large radiators are constructed right along the outside of the QTS buildings. As long as the outside air temperature is below 55 degrees Fahrenheit, air cooling, facilitated by fans, is adequate. Between 55 degrees Fahrenheit and 70 degrees Fahrenheit, air cooling and electric chiller systems work together. At temperatures higher than 70 degrees Fahrenheit, electric chiller systems perform all the cooling. These electric chiller systems can increase power consumption for a given data center building by 10% to 30%.

The Google data centers use cold air, when it's available, and water (evaporative cooling systems) to cool their data centers. Google's initial data center in Cedar Rapids is projected to use between 200,000 and 1 million gallons of water **per day**, depending on the season of the year. The proposed six Palo Google data centers are projected to need up to 12 million gallons of water a day when outside temperatures are high.

Is there sufficient water in Linn County to handle the water needs of the data centers?

Data centers using water cooling will significantly increase water consumption in Linn County. As a point of reference, Linn County uses an average of roughly 60 million gallons of water a day. Water usage peaks during hot, dry stretches, and pushes Cedar Rapids water use up by 13 to 17 million gallons a day. The lowest recorded flow of the Cedar River was 223 million gallons per day. During the 2012 drought, when the Cedar River flow was 21% of its normal average, Cedar Rapids horizontal collector well levels dropped nearly 36 feet, straining the city's ability to pump water at normal rates.

The Jordan Aquifer has dropped significantly over the last century and the Silurian-Devonian aquifer dropped over a hundred feet when the City of Cedar Rapids was pumping large quantities of water from it decades ago. Pumping from the Silurian-Devonian aquifer was shifted to the Cedar Rapids alluvial well fields, enabling the aquifer to stabilize and recover somewhat.

Why do AI data centers need such huge buildings with such massive power and cooling requirements?

The hundreds of thousands of processors are setup to work collaboratively, all able to read and write to the same massive memory bank, using photons to move data almost instantaneously from the processors to the memory bank and from the memory bank to the processors. Software is used to structure and train this artificial brain, generally, or in specific areas, like physics, chemistry or medicine.

There are also AI management models that can evaluate a complex problem and assign aspects of it to specialty artificial intelligence models, like a physics AI model. Then, the AI management model receives results and then further assigns aspects of the problem to other appropriate AI models. Because of the need for speed in

sending and receiving data, all the specialty AI models and AI management models work effectively when they are all in the same building, as close together as possible.

When these AI general and specific models are extensively trained and available, a company can enter into an agreement to use these models. Typically, a company, for example a pharmaceutical firm, owns and controls massive quantities of proprietary information and their first step in using the AI models is to extend their training by providing the AI models with their proprietary information that is carefully structured and organized. Then the company uses the fully trained AI models to solve complex problems, for example, identifying new medical treatments for specific illnesses.

Complex problems using multiple AI models can run for weeks before producing a result. The AI models can run thousands or millions of simulations to test solutions and solutions can be passed from one specialty AI model to another to more effectively and efficiently explore options and the viability of those options.

Once the result is received, a company completely owns that result, as well as everything the AI models learned while performing the research. These companies make certain that no one else is able to access the resolution to the problem and all that was learned in resolving the problem. They continue to use the now enhanced AI models with everything the AI models learned when solving the problem. They also provide the AI models with all the feedback that is gained from testing the solution and applying it in real life. The AI model gets smarter as a result, enabling the company to solve ever more complex problems.

The companies that quickly employ AI effectively and provide it with continuous feedback to gain additional knowledge, understanding and capabilities, will rapidly move ahead of the competition. Some

AI models are linked to robotically controlled laboratories enabling AI to carry out experiments to produce substances or materials while continuously monitoring results.

How did the Linn County data center ordinance address water consumption?

It appears one of the primary reasons Google asked the City of Palo to annex the Google data center land and use a Palo ordinance to permit development of their data centers was to avoid the **Linn County ordinance** comprehensive water study that was required prior to evaluation of the data centers by the Supervisors. Google also wanted to avoid entering into the Water Use Agreement that was also required by the Linn County data center ordinance.

Linn County coordinated its efforts to protect the citizens of Linn County from the potential negative impacts of excessive water use by working with the Iowa Department of Natural Resources (DNR) that has final authority over water use permits. Linn County planned to do a comprehensive $500,000 water study, funded by Google, that would be available to the public and provided to the Iowa DNR. Linn County's data center ordinance also required continuous public reports of water use from Google to enable improved monitoring and control of water use.

Here are the key water use provisions of the Linn County data center ordinance:

Water Supply and Sustainability Review
Approval for large-scale data center projects shall be conditioned on the applicant demonstrating there is sufficient reliable water supply to meet all projected water demands without undue adverse impacts on existing users, aquifers, or watersheds. To demonstrate this, the applicant must comply with the following requirements:

1. As part of any application for rezoning, special use permit, or other discretionary land use approval for a data center, the

applicant shall submit a Water Study. The purpose of this plan is to demonstrate, at a planning-level, that sufficient water resources are available to support the proposed use without causing undue adverse impacts to existing water users, groundwater resources, or surface water systems. The plan shall describe the proposed water source(s), anticipated ranges of water demand, assumptions regarding cooling technologies, efficiency measures, system reliability considerations, and general contingency approaches for water supply interruptions or emergencies. The plan shall be prepared by a qualified professional and shall contain sufficient information to allow the County, reviewing bodies, and the public to understand and evaluate the potential water impacts of the proposed use.

2. Prior to issuance of any building permit for a data center, the applicant shall enter into a Water Use Agreement with Linn County. The purpose of the Water Use Agreement is to govern ongoing coordination between the applicant and the County regarding water use during operation of the facility. The agreement shall address, at a minimum, water use monitoring, reporting frequency, data sharing protocols, and verification of compliance with applicable permits and approvals. The agreement may also include provisions addressing response procedures during periods of water supply constraint, drought, emergency conditions, or other circumstances in which water use reductions or operational adjustments may be necessary to protect public health, safety, or existing water users. The Water Use Agreement may include additional terms related to adaptive management, mitigation measures, and enforcement as determined appropriate by the County and Applicant. The Water Use Agreement shall also require the Applicant to demonstrate coordination with the Iowa Department of Natural Resources (IDNR) regarding applicable water use permits, interference mitigation procedures, monitoring obligations, and compliance procedures.

The re-opening of the Duane Arnold Energy Center nuclear plant will also increase water use, as will the proposed 720 MW Morgan Valley gas-powered electric generating plant. These additional factors all increase the value of requiring a comprehensive water use study as well as a water use agreement.

Did Linn County require an electric consumption study in its gas-fired generating plant ordinance?

The Iowa Utility Commission manages investor-owned utilities: Alliant Energy and MidAmerican Energy. In the same way that Linn County coordinated with the Iowa DNR to require a water use study and a water use agreement to enable public transparency and ongoing management of water use, Linn County was requested, through public comment, to require an electricity consumption study as a provision of its gas-fired electric generating plant ordinance. The request was not addressed. Here is the request:

The applicant must demonstrate that the proposed project aligns with the Linn County Comprehensive Plan and provides reliable electricity at the lowest lifetime cost without adverse impacts on existing consumers, transmission and distribution systems and natural gas supplies and pipelines. To demonstrate this, the applicant must comply with the following requirements:

1. *An electric generation study is required that analyzes the current and future electric consumption of Linn County, identifies large users, particularly data centers, including their expected electric consumption, evaluates various means of generating the required electricity to include wind, solar, batteries, natural gas and small modular nuclear reactors, identifies the current levelized cost to produce each kWh over the life of each alternative generating source and includes the projected cost of fuel (natural gas, nuclear) over the life of the generating source with a listing of risks associated with the use*

of the fuel, includes the planned transmission, distribution and natural gas pipeline upgrades with alternative approaches to transmission, distribution and natural gas pipelines that can be used, and provides an estimate of the impact of the proposed new generating, transmission, distribution and natural gas pipeline facilities on the bills of current residential and commercial customers, particularly through fuel adjustment clauses that pass fuel spikes directly to consumers electric and gas bills. The study must also evaluate the potential of demand side management programs designed to reduce energy consumption and peak loads through the expansion of investment in the implementation of residential, commercial and industrial energy efficiency measures and load flexibility.

Linn County will evaluate the electric generation study with the objective of ensuring that the natural gas electric generating plant is the lowest cost, lowest impact, lowest risk means of continuing to provide reliable energy. The Linn County Comprehensive Plan strongly favors demand-side management focused on energy efficiency, as it can eliminate the need for gas fired electric generation plants. The Linn County Comprehensive plan also strongly favors clean, renewable energy due to its low cost to implement, the speed at which it can be constructed, the fact that wind and solar do not require any water and there are no fuel costs.

Linn County, if it had adopted the electricity consumption study, would not have final authority to make a decision about a proposed gas-fired power plant in Linn County, as the Iowa Utility Commission holds that authority. However, Linn County would be able to provide significant additional transparency to its citizens and would be able to provide the information gained through the study to the Iowa Utility Commission. Linn County could also choose to intervene in the Iowa Utility Commission hearings that would be held to make a decision about gas fired electric generating plants and use the electricity consumption study as testimony in the proceeding.

How is Alliant Energy planning to meet the extreme electricity demands of the data centers?

The massive increase in electricity requirements, due to data centers, is being partially addressed by proposing gas-fired power plants across Iowa. Large wind and solar farms are also being proposed along with large battery electric storage systems. A 720 MW single-cycle, gas-fired electric generating plant has been proposed in Linn County, to be placed next to the Benton County line.

The following information is supplied from the Alliant Energy application to the Iowa Utilities Commission for the 720 MW Morgan Valley gas fired electric generating plant (**GCU-2026-0002**):

- The plant will run 1230 to 3950 hours a year. A year has 365 days X 24 hours = 8760 hours.
- That makes the percentage of time the plant will run from 14% (1230/8760) to 45% (3950/8760) a year.



Alliant Energy rendering of Morgan Valley single-cycle, gas-fired electric generating plant in Linn County. (Image: Alliant Energy)

How will the 720 MW Morgan Valley plant affect natural gas consumption in Linn County?

The plant is expected to burn natural gas at a rate of 6,500-9,800 thousand cubic feet of natural gas per hour. This is equal to 6,500,000-9,800,000 cubic feet of natural gas per hour. The higher rate of natural gas consumption occurs when ambient temperatures are low (winter) and when CT inlet evaporative coolers are used when ambient temperatures are high (summer). The lower natural gas consumption rates occur in the spring and fall. The following simple calculation uses the low consumption range for fall and spring and the high consumption range for winter and summer multiplied

by the projected hours of use in each season. A more precise calculation requires both weather data and detailed weather-based natural gas consumption information.

Annual consumption of natural gas will range between:

- **10,470 million cubic feet of natural gas**
  480 hours X 6,500,000 cubic feet of natural gas per hour for fall and spring, plus 750 hours X 9,800,000 cubic feet of natural gas per hour for winter and summer;
  and
- **33,232 million cubic feet of natural gas**
  1660 hours X 6,500,000 cubic feet of natural gas per hour for fall and spring, plus 2290 hours X 9,800,000 cubic feet of natural gas per hour for winter and summer.

In 2023, all of Linn County used 24,582 million cubic feet of natural gas.

> *(This information comes from the Linn County Sustainability and Resiliency Advisory Committee that developed the 2019 Linn County Greenhouse Gas Inventory and then gathered 2023 gas and electricity consumption information that was provided to the East Central Iowa Council of Governments for development of the Pathway Plan to lower greenhouse gas emissions in its six counties.)*

This single plant, has the potential to increase Linn County natural gas consumption by 135%, more than doubling the amount of natural gas consumed by Linn County in 2023. (33,232 million / 24,582 million = 135%) **Total natural gas consumed in Linn County would be 2.35 times as much as was consumed in 2023.** ((33,232 million + 24,582 million) / 24,582 million = 2.35)

Using the highest range of operation is meaningful in this situation because of the massive electricity requirements of the data centers. **If they are all built, data centers will increase 2023 Linn County**

electricity consumption by 479%. (1,800 million watts for all 18 data centers x 24 hours x 365 days) / (3,288 million kilowatt hours in 2023 for all of Linn County)

In addition to the dramatic increase in natural gas consumption and the potential effect it will have on natural gas prices over time, there is the impact the natural gas plant will have on greenhouse gas emissions in Linn County.

How will the increase in natural gas consumption affect heat trapping emissions in Linn County?

Linn County adopted a climate resolution with goals to reduce 2010 greenhouse gas emissions 45% by 2030 and to be carbon-neutral by 2050. The City of Cedar Rapids has the same goals.

Here are the greenhouse gas emission and sustainability goals of data center developers:

- QTS aims to procure 100% of its power from renewable energy sources by 2025.
- Google will operate its data centers and office campuses on 24/7 carbon-free energy by 2030, matching hourly electricity consumption with carbon-free energy sources.
- Microsoft aims to be carbon negative by 2030 and to power its global infrastructure entirely with renewable energy.
- META aims to achieve net-zero emissions across its entire value chain (Scope 1, 2, and 3) by 2030.

Here are Alliant Energy's goals as stated in its Corporate Responsibility Report through 2024:

- Reduce emissions from utility operations by 50% from 2005 levels by 2030.
- Achieve net zero emissions by 2050.
- Eliminate coal by 2040.

- Reduce electric utility water supply by 75% from 2005 levels by 2030.

How have emissions changed in Linn County since 2010?

The Linn County 2019 Greenhouse Gas Inventory identified a 3.35% decrease in 2010 CO2e emissions by 2019. (CO2e stands for carbon dioxide equivalents. CO2e are heat-trapping gases, equivalent to greenhouse gases). These reductions were due to the conversion of electric generating plant coal-fired boilers to natural gas-fired boilers and the implementation of wind and solar power. 2010 CO2e emissions were 7.84 million metric tons and 2019 CO2e emissions were 7.58 million metric tons.

The East Central Iowa Council of Governments Pathway Plan Appendices, using a slightly different method for identifying greenhouse gas emissions data, showed 2019 Linn County CO2e emissions as 7.72 million metric tons and 2023 Linn County CO2e emissions as 6.44 million metric tons, a reduction of 17%. Since 2010, the emission reduction up to 2023 is roughly 17.9%. To achieve the CO2e 2030 emission reduction goal of 45%, an additional 27% reduction in CO2e is needed.

Using the high range of operation, how much will the 720 MW plant increase CO2e emissions?

The 720 MW plant will have a significant impact on CO2e emissions in Linn County. Based on the U.S. Environmental Protection Agency (EPA) Mandatory Greenhouse Gas Reporting Rule (40 CFR Part 98, Subpart C) standard defaults for pipeline-quality natural gas, here are the CO2e emissions from burning 1000 CF of natural gas:

- In Kilograms: 54.50 kg of CO2e per 1,000 cubic feet (CF) of natural gas

- In Pounds: 120.14 lbs of CO2e per 1,000 cubic feet (CF) of natural gas

Using the high range consumption of natural gas by the 720 MW plant of 33,232 million cubic feet per year, the CO2e emissions are 3,992.5 million pounds or 1.811 million metric tons. (33,232,000,000 CF / 1000 CF) X 120.14 lbs = 3,992.5 million pounds of CO2e emissions.

Metric tons were used in all the greenhouse gas inventories mentioned previously. To convert 3,992.5 million pounds to metric tons, one metric ton is 2204.62 lbs. (3,992.5 million pounds / 2204.62 lbs) = 1.811 million metric tons of CO2e emissions annually using the high range of consumption by the 720 MW plant. That is a 28% increase in annual CO2e emissions. (1.811 million metric tons of CO2e emissions / 6.439 million metric tons of CO2e emissions in 2023 = 28%).

This occurs at the point when we need to reduce CO2e emissions an additional 27% by 2030. That puts us off course by 55%. Added to 2023 CO2e emissions, Linn County would have 8.25 million metric tons of CO2e, a figure 410,000 metric tons higher than 2010 Linn County emissions. This will affect all of us, but particularly our children and grandchildren, who will have to live with a more significantly disrupted and chaotic environment.

Is there a way to quantify CO2e emissions damages and what would they be for the 720 MW plant?

The Environmental Protection Agency spent years developing a financial model that takes into account the harm caused by each ton of CO2e over the decades ahead. The document is 176 pages in length. It takes into account only certain direct impacts of increased global heat, some of which are sea level rise, heat- and cold-related mortality and morbidity, labor supply, and energy consumption. It

partially considers mortality and morbidity from extreme weather events, coastal land loss, agricultural production and a few other factors.

As these damages take place over decades, a discount rate is used to determine the present value of the damages. Using a high discount rate of 7% is equivalent to putting a low value on damages occurring in the future that our children and grandchildren will have to endure. Using a low discount rate of 2% puts a higher value on damages in the future that our children and grandchildren will have to endure.

$190 is the present value of damages from each metric ton of CO2e calculated using the 2% discount rate. $62 is the damage figure using the 7% discount rate. While the current administration has pushed this method of quantifying damages to the side, it remains a means of understanding how we will be affected by emissions that accumulate and have increasingly detrimental effects over time.

Using the high range emissions from the 720 MW power plant, 1.811 million metric tons of CO2e emissions annually, the $190 / metric ton in damages amounts to $344 million per year and the $62 / metric ton in damages amounts to $112 million per year.

Google is clearly interested in achieving its goal of using only carbon free energy. Re-starting the Duane Arnold Energy Center nuclear plant is expensive. Operating the nuclear plant is expensive. Alliant Energy bought out its power purchase agreement with the nuclear plant to save money on electricity
generation, and the nuclear plant was shut down.

Since Alliant Energy, Linn County, the City of Cedar Rapids and all the data centers share the same goal of using only emissions-free energy, it is essential that Alliant Energy identifies emission-free means of generating the power needed by the data centers. A gas-fired power plant is not acceptable.

What sort of incentives did Cedar Rapids offer Google and QTS?

Cedar Rapids granted QTS and Google 20 years of 70% property tax rebates and 20 years of 75% electric franchise fee rebates. The Corridor Business Journal stated that for QTS "Based upon the estimated increased value generated by the first two phases, city officials estimate that $1 billion in total property taxes could be generated over the applicable rebate periods with an estimated $529 million being rebated back to QTS."

Given that just the 180 MW single QTS data center will consume 1,577 billion kilowatt hours annually running 24x7, the value of the 75% reduction in the electric franchise fee is significant. Large facilities like the first QTS data center utilize the Alliant Rider ICR (Individual Customer Rate). Under Rider ICR, Alliant Energy negotiates a confidential, long-term electric service agreement. The cost of the electricity is composed of multiple charges and riders, with estimates of the total costs divided by the total kilowatt hours consumed by data centers in the Midwest ranging from 5.5 cents to 7.5 cents per kilowatt hour. Using 6.5 cents per kilowatt hour, the 180 MW QTS 1,577 billion kilowatt hours used each year would cost a total of $102.5 million with a 4% franchise fee of $4.1 million and a 75% franchise fee rebate of $3.1 million annually. An estimate of the 75% franchise fee rebate for all the 12 data centers planned for Cedar Rapids is $20.5 million a year.

Is there a way to create accountability for data centers to add zero emissions from electricity use?

In a public comment period before the City of Cedar Rapids City Council, Mayor and City Manager, a request was made to create accountability for the data centers and Alliant Energy to keep emissions from increasing in Cedar Rapids and Linn County.

“Leverage the aligned emission reduction goals of Cedar Rapids, Linn County, Alliant Energy, QTS and Google, and require QTS and Google to add zero emissions to Cedar Rapids, Linn County and the surrounding 5 counties in order to receive their 75% reduction in franchise fees.”

There are additional sources of emissions that need to be taken into account. Natural gas extraction and transport leaks methane. Alliant Energy is implementing 94 MW of reciprocating internal combustion engines, running on natural gas, at the Prairie Creek plant in Cedar Rapids. Data centers typically have service level agreements in place that guarantee up to 99.999% availability, so backup power generation is placed on-site with sufficient fuel to cover a significant outage and contracts are in place to immediately supply additional fuel for the generators should the outage run long. On-site power generation is typically handled by large numbers of 2 MW to 3 MW diesel generators. To ensure on-site power generation functionality, regular tests of the generators are performed.

Conclusion

While data centers have significant economic benefits by creating large numbers of construction jobs, it is important that their impacts on water, electricity and emissions are understood and managed to the benefit of citizens. That will require our involvement as data centers submit building permit applications, and as gas-fired power plants, proposed to meet data center electricity requirements, submit applications for approval by the Iowa Utilities Commission and County Supervisors.

The Linn County data center ordinance is excellent and can be used as a reference for any city or county where a data center is being proposed. The proposed Morgan Valley gas-fired electric generating plant is controversial and there is expected to be a hearing at the Iowa Utilities Commission and before the Linn County Supervisors.

The Iowa Utilities Commission docket for the Morgan Valley plant (GCU-2026-0002) will provide significant information relevant to other Iowa counties with proposed gas-fired electric generating plants. Linn County has a viable gas-fired electric generating plant ordinance that can be referenced.

The voice of every citizen is important and needs to be heard by County Supervisors, City Councils, Iowa legislators and the Iowa Utilities Commission and its Office of Consumer Advocacy to ensure citizens rights are at the forefront of every decision.

ROLE of the IOWA UTILITIES COMMISSION

This section summarizes the role and actions by the Iowa Utilities Commission (IUC) regarding its review and approval of utility contracts with large load customers like hyperscale data centers. It also identifies resources the IUC and its staff may wish to consult.

Data centers of all types are utterly dependent on the reliable delivery of massive amounts of electricity virtually every hour of the day. In Iowa, nearly all of the largest existing and proposed data centers are served by two investor-owned utilities – Alliant Energy and MidAmerican Energy.

Both electric utilities are eager to serve new and existing large data centers because the sharp increase in sales typically result in higher corporate profits as well as the possibility of reducing costs for ratepayers by assigning a substantial portion of the utility's operating costs to the new large energy users. MidAmerican currently serves the vast majority of Iowa's largest data centers, which have been attracted to Iowa, in part, by MidAmerican's very low electricity rates as well as MidAmerican's enormous investments

in wind energy. Over the last decade, Alliant Energy, which has considerably higher rates compared to MidAmerican Energy, has made large investments in wind, solar, and energy storage facilities while also developing large industrial parks to support large electricity users like data centers.

Individual Customer Rate Tariffs

The developers of data center facilities build them wherever they can get the best deal. One of the key components is the cost of the electricity needed to power the facilities. In order to compete nationally, MidAmerican Energy and Alliant Energy have secured permission from the Iowa Utilities Commission to offer Individual Customer Rates (ICR) to new large loads of a certain size. These “tariffs” are similar but also differ in important ways.

Different Thresholds for Entry

The most significant difference between the two companies is how "large" a business must be to qualify. Alliant sets a high bar, requiring customers to have a demand of at least 25,000 kW (25 MW). They also require these businesses to be highly efficient, typically maintaining a load factor of at least 80%, or having the ability to shut down operations quickly if the power grid is stressed. MidAmerican Energy is more accessible to mid-sized industrial players, offering the rate to those with a demand of 15,000 kW (15 MW), or as little as 3,000 kW (3 MW) if the customer owns their own substation.

How Bills are Calculated

The way these companies charge for power also follows two different philosophies. MidAmerican uses a more traditional "default" menu where prices change based on the season and the time of day.

For example, their summer afternoon rates are significantly higher to reflect the peak demand for air conditioning. In contrast, Alliant uses a more complicated system that offers either a standard or negotiated demand rate as well as a an energy charge that may be based on IPL's fuel costs, a negotiated energy rate determined to be no less than the incremental costs the Company expects to incur serving the Customer's load, or a marginal energy price based on market prices in a MISO commercial pricing zone.

Protecting the Public

Because these are specialized, negotiated deals, both utilities have rules to protect other ratepayers. Alliant is required by the IUC to file annual reports proving that these large customers are paying enough to cover their own costs so that other customers are "held harmless." Both companies also include "Reactive Demand Charges," which are essentially fees for businesses that have inefficient electrical equipment that puts unnecessary strain on the utility's system.

Long-Term Commitments

Taking service under these rates isn't a short-term decision. Alliant requires a contract of at least five years and asks for a one-year heads-up before a company even starts using the rate. MidAmerican has a ten-year contract minimum, which is better. If a business stops using as much power as they promised—dropping below the required thresholds for a full year—both utilities will eventually kick them off the special rate and move them back to a standard price plan. This ensures that these deep discounts are reserved only for the massive, consistent energy users for which they were intended.

IUC Review of ICR Tariffs

While certain provisions exist to protect other ratepayers from future cost increases, one of the biggest problems with these ICR tariffs is that the utilities have persuaded the IUC that the details of each contract are tantamount to trade secrets and thus must be strictly confidential. Until very recently, only the IUC and its staff together with the staff at the Iowa Office of the Consumer Advocate have had access to the confidential details.

Through April 2026, the IUC has approved two ICR proposals brought forward by Alliant Energy in separate dockets. The first was a contract with Vulpine Power LLC, the developer of Google's hyperscale data center complex in the Big Cedar Industrial Park south of Cedar Rapids (TF-2025-0007). The second was a contract with QTS for its hyperscale data center complex, which will also be located in the Big Cedar Industrial Park (TF-2025-0047). Another proposal is expected soon. Alliant recently announced that it has secured an energy services agreement with QTS for a second hyperscale facility to be located in its Iowa service territory, and that Alliant will be seeking IUC approval of a third ICR contract in the first half of 2026.

The IUC developed an initial list of annual reporting requirements in the first ICR docket and refined them further in the second docket. On April 28, 2026, the IUC issued its updated set of 16 annual reporting requirements — applicable to all current and future Alliant ICR customers. The following table summarizes these requirements in plain English.

Annual ICR Tariff Reporting Requirements

Number	Description
1	**File a separate report for each data center customer.** *Ensures each customer's financial performance is tracked independently and that the right parties can review it.*

2 **Provide detailed, formula-complete financial spreadsheets — and track projected vs. actual costs every year.**
This year-by-year comparison should reveal if Alliant is recovering its actual costs from the data center, or if those costs are leaking to other ratepayers.

3 **Show what the data center would have paid under Alliant's standard rate.**
Provides a consistent benchmark to evaluate whether the special data center rate is economically sound over time.

4 **Track all new power plant construction in Iowa — and compare to original projections.**
If Alliant is building more, or more expensive power plants than it projected — plants driven by data center demand — this requirement makes that visible.

5 **Report actual capacity costs and energy margin using updated financial tables.**
These tables are how the IUC can verify that the data center is paying its fair share of capacity and energy costs.

6 **Track changes to transmission costs over time — including regional grid charges.**
Data centers can drive significant new transmission investments. This requirement ensures those costs are visible and attributable.

7 **Track Renewable Energy Credits sold to the data center.**
Prevents data centers from claiming renewable energy credit for power plants whose costs are already being paid by all other Alliant customers.

8	**Show how the data center affects Alliant's profit-sharing with customers.** *If a data center contract underperforms financially, it can reduce earnings sharing that would otherwise benefit all Alliant customers based on the agreement reached in Alliant's last rate case (RPU-2023-0002).*
9	**Notify the IUC within 30 days of any 'make-whole' payment or contract demand reduction.** *Early warning system for when a data center is not using as much electricity as promised — which can leave infrastructure costs stranded.*
10	**Notify the IUC within 30 days of any looming power supply shortage.** *A capacity deficit is a warning sign that data center load growth is outpacing power supply — which can lead to reliability problems and cost spikes for other customers.*
11	**Reconcile the actual energy charge for customers on variable-rate contracts.** *Ensures the variable pricing mechanism is working as designed and that any adjustments are transparent.*
12	**Notify the IUC within 30 days when a data center starts taking power.** *Maintains a clear, current public record of when each data center is operational and what its contract terms are.*
13	**Provide a comprehensive annual scorecard of Alliant's entire generation and customer portfolio.** *Provides the portfolio-level picture needed to assess whether data centers are being served at their actual cost over time, and how that affects the grid as a whole.*

14	**Provide an annual narrative status update on each data center customer.** *Ensures the IUC has current, qualitative information on how each data center is operating — not just numbers.*
15	**Report on whether the data center is participating as a grid flexibility resource — and how well it performs.** *One of the key selling points of large data center customers is their claimed ability to reduce demand during grid stress. This requirement makes it possible to verify whether that actually happens.*
16	**File monthly billing demand updates for QTS until its full ramp-up is complete.** *If QTS is ramping more slowly than contracted, this will be the first signal — months before the next annual report.*

Requirement #13 is the most significant new requirement. The annual scorecard must include a list of every Alliant generation resource with its age, MW capacity, MWh produced, and total annual cost; total transmission costs; all wholesale market electricity purchases and sales; and revenue data for every customer class — with each ICR data center customer shown both as part of the ICR class and individually. Alliant successfully resisted the original proposal to attribute specific power plants to specific data center customers, arguing that is technically impossible on a shared grid. This system-wide approach is the alternative the IUC accepted.

Resources for Iowa's Regulators

What follows is a list of reports and studies that may be of assistance to the Iowa Utilities Commission and its staff as it continues its work regulating ICR tariffs and coping with the rapid growth of data centers in Iowa.

Clean Energy Group, Data Center Energy Accountability Initiative

Clean Energy Group works with regulators, policymakers, advocates, and community groups to ensure that they have the tools and information needed to evaluate the impacts of large-scale data center development and to advance strategies that protect the public interest as electricity demand grows.

Climate Xchange, Resources for Regulating Data Centers

During 2026, Climate XChange is releasing five toolkits describing state policies addressing data center impacts on water, electricity affordability and reliability, greenhouse gas emissions, tax and employment justice, and transparency concerns.

- Water Impacts (April 1, 2026)
- Electricity Affordability and Reliability (April 9, 2026)
- Transparency and Accountability (May 14, 2026)

Earthjustice, Lawsuit Challenges FERC Approval of MISO Fast-Track Energy Plan, Nov 2025.

Earthjustice, NRDC, and Clean Wisconsin sued FERC over MISO's plan to fast-track mostly gas-fired generation to meet data center demand, cutting ahead of clean energy projects and shifting costs to residential customers. Directly affects Iowa's grid operator (MISO) and the resource mix serving Iowa data centers.

Georgetown Environmental Law Review, How Can Regulators Fight Back? Consumers Paying for Data Centers, Oct 6, 2025.

The article explores how the rapid expansion of AI-driven data centers is driving up electricity costs for residential consumers, who often subsidize the necessary infrastructure upgrades through traditional utility rate structures. To combat this, the author suggests that regulators implement targeted "clean

transition tariffs" and stricter state-level legislation to ensure that data center developers bear their own costs and adhere to climate goals.

Great Plains Institute, Great Lakes Data Center Resource Hub

Navigate to the “Policies” tab and scroll down to “Tariffs” and “Regulation” sections.

Harvard Electricity Law Initiative, Extracting Profits from the Public: How Ratepayers Are Paying for Big Tech's Power, Mar 2025.

Detailed legal and regulatory analysis of how utility rate structures allow infrastructure costs to flow from data centers to residential customers. Explains the mechanics of how this happens and the regulatory pathways to fix it.

Institute for Energy Economics and Financial Analysis, Projected Data Center Growth Spurs PJM Capacity Prices by a Factor of 10, Jul 2025.

Near-tenfold increase in PJM capacity market prices driven primarily by data center demand. Iowa is in MISO, but the dynamics are analogous. The IEEFA methodology for attributing capacity cost increases to data center load is directly relevant to Iowa ICR marginal cost proceedings.

NARUC, Load Growth Information Hub for State Regulators

NARUC provides commissions with timely and relevant resources and activities, including reports, technical papers, and virtual trainings aimed at supporting utility regulators as they navigate the challenges posed by load growth due to electrification efforts, a significant increase in domestic manufacturing, and the growth in data centers.

State Energy & Environmental Impact Center, Data Centers: Straining the Grid and Your Wallet, Oct 2025.

Concise overview of grid reliability risks and consumer cost issues, written for state policymakers and attorneys general. Covers stranded asset risk (when data centers leave, ratepayers are left holding the tab for unneeded infrastructure).

Union of Concerned Scientists, Data Centers Are Already Increasing Your Energy Bills, Oct 2025.

Utilities assigned $4.3 billion in data center connection costs to other ratepayers in 2024 across seven mid-Atlantic states. The study documents 150+ local transmission projects built solely to connect data centers. Methodologically transparent; directly applicable to Iowa ICR marginal cost proceedings.

RESOURCES for CONCERNED CITIZENS and LOCAL GOVERNMENTS

This section provides links to resources produced by advocacy groups concerned about the impact of data centers on communities. It also provides links to moratoriums and ordinances local governments in Iowa have used to address the challenges posed by data centers. Finally, the section includes links to media coverage, academic articles, and various reports produced by think tanks as well as studies by government agencies.

As we noted on the landing page of this Iowa Data Center Resource Hub, both candidates in the race for Iowa Governor, Rob Sand [D] and Zach Lahn [R], have issued policy statements addressing rising concerns about data centers in Iowa.

The backlash to data centers is mounting across the United States. In July 2026, New York became the first state to place a moratorium of new data centers that are 50 megawatts or larger. Governor

Hochul's moratorium, which is expected to last approximately one year, will be lifted once the state finalizes an environmental review process for data centers.

In Texas, Governor Greg Abbott, who once called Texas the "epicenter" of artificial intelligence development, has also put new data centers on hold–perhaps because he is up for reelection in November. He has ordered the state's power regulators and main grid managers to complete an audit of data centers seeking to connect to the Texas grid. Developers will have to disclose any tax incentives they benefit from, their water and energy use, their physical footprint on the land, their plans for future energy use, and their owners. Governor Abbot has emphasized that "[a]ny data center project that fails to comply … must be denied."

According to Heatmap, a subscription service used by data center developers and opponents alike, at least seven in 10 Americans now oppose a data center being built near their home. In the first quarter of 2026, at least 200 proposed data centers were canceled amid local pushback.

This trend is being felt in the Midwest. Recently, local residents opposed the siting of a hyperscale data center near Madison, Wisconsin. As a result, the developer announced that it had signed an energy supply agreement with Interstate Power and Light Company (dba Alliant Energy) and would site the facility somewhere in Alliant's Iowa service territory.

As noted in previous sections of this webpage, the expansion of crypto mining and large-scale data centers has become a significant issue in Iowa, particularly regarding water usage, energy costs, and noise pollution. This section provides links to resources for concerned citizens – especially in Iowa.

Advocacy Groups

ACEEE, Energy Efficiency Can Address Surging Electricity Needs at Half the Cost of Gas Plants, Feb 4, 2026.

Data Center Advocacy Hub

- Registration is required to access this website, which contains a comprehensive set of resources.

DataCenterTracker.org: Data Center Responses

- This is an initiative launched by the FracTracker Alliance in July 2025 to monitor the rapid, often opaque, expansion of AI and data center infrastructure across the United States. The tool was developed to provide open-access, facility-level data for community advocacy, tracking, and research, following earlier work by the alliance in mapping cryptocurrency operations. The link above takes you directly to activity in Iowa.

Data Center Watch

- Data Center Watch is a research project that tracks grassroots opposition to data center development across the United States. Its research is objective, fact-based, and nonpartisan.

Environmental Integrity Project,

The Power Behind AI: Wave of Dirty Gas Power Plants Planned for Data Centers,

(July 2026)

- This report focuses on current plans to build 74 natural gas-fired power plants across the U.S. to provide energy for the rapidly growing data center industry.

Great Plains Institute, Great Lakes Data Center Resource Hub

- Navigate to the "Policies" tab and then scroll down to "Ordinance."

Iowa Environmental Council

Crypto Currency Fact Sheet(Aug 2024)

Iowa Electric Generation: Condition of the State 2025

AINow, North Star Data Center Policy Tool Kit

- This policy toolkit is primarily geared toward stopping, slowing, and restricting rampant data center development in the US at the local and state level.

National Rural Electric Cooperative Association, Data Center Principles

- A series of five principles to guide rural electric cooperatives as they consider applications for electric service from data centers of various sizes and to assure REC ratepayers that their interests will be paramount in these deliberations.

PoweredByWho, Fight-Back Toolkit

- An independent project tracking America's data-center boom — the projects, the politicians, the rates, and the receipts.

Sierra Club, Iowa Chapter,
Protect Your Community: Data Center Ordinances, August 2026.

- A set of 26 slides focusing on data center development in Iowa and how Iowa counties and communities are developing ordinances to address water and energy concerns.

Union of Concerned Scientists, Data Center Power Play, Jan 21, 2026

- This article argues that policymakers and regulators at every level of governance must use their authority—and standing—to ensure data centers are powered by clean energy and protect ratepayers by requiring data center operators to pay their fair share of new electricity costs.

Local Government

The Hubbell Environmental Law Initiative at the University of Iowa College of Law recently published an Iowa Data Center Decision Tool for Counties, Cities, Communities. The resource, which was developed in partnership with the Tippie College of Business Social Impact Community, is a conversation starter and risk management

resource. It is an objective resource to help communities prepare for data center discussions by identifying key questions before decisions are made.

Because there is little current statewide regulation of crypto-mining and data center development in Iowa, most battles are fought at the County Board of Supervisors or City Council levels through moratoria and zoning laws. DataCenterTracker.org is a valuable tool to explore developments in your area. (Click on "Filters" and select "Iowa")

To date, the following counties have passed moratoria of varying lengths and foci: Clarke, Clayton, Clinton, Dickinson, Dubuque, Henry, Jackson, Johnson, Jones, Lee, Linn, Louisa, Mitchell, Tama, and Woodbury County. On June 15, 2026 the Council Bluffs City Council voted unanimously to deny a proposed one-year data center moratorium, opting for a wastewater-management plan instead.

To date, the following counties have passed ordinances or zoning restrictions: Allamakee, Jones, Linn, Palo, and Story County. In addition, Jefferson County and Johnson County are actively considering an ordinance. **Readers are encouraged to study Linn County's ordinance on data centers as well as the county's recent decision to impose an 18-month moratorium on new data center development.** In the moratorium, the Linn County Board of Supervisors directed staff to consider allowing data centers as accessories to nuclear plants. Iowa's only nuclear power plant is located near Palo.

See the following links to access many of these materials:

- **County Moratoria**
- **County Ordinances**

Local government leaders may also find very helpful a series of Resources for Regulating Data Centers that are being published by Climate Xchange over the course of 2026. To date, the following toolkits have been published:

- Water Impacts (April 1, 2026)
- Electricity Affordability and Reliability (April 9, 2026)
- Transparency and Accountability (May 14, 2026)

Each of these toolkits identify best practices and provide links to examples in local ordinances or state legislation. The "Transparency and Accountability" toolkit may be especially valuable to local governments. It includes some of the following best practices and related policy tools:

- Requiring disclosure of economic, environmental, and community impacts during both the initial applications for permits (e.g., Georgia HB 528) and license renewal processes (e.g., New York A 9086).
- Requiring data centers to notify impacted communities of upcoming projects and the results from any studies conducted (e.g., Virginia SB 1046). Additionally, ensuring that there is ample time for public participation prior to construction (e.g., New York A 9086).
- Barring the use of non-disclosure agreements (e.g., Michigan HB 5399) or only allowing for limited use, such as the inclusion of sunshine provisions (e.g., NDA Policy in Pima County, Arizona).
- Requiring states and data centers to disclose how much money is received from subsidy programs, alongside facility-specific economic and labor impacts to local communities and the state (e.g., Nevada NRS 231.0685).

Another valuable resource for local governments is this blog post from the Sabin Center at Columbia University, Data Center Regulation: What Local Governments Should Know about Large-Load Tariffs and Clean Transition Tariffs. While much of this article focuses on the need for state legislators and regulators to adopt large load tariffs, it also explains why it is vital for local governments to become actively engaged in these discussions.

Media Coverage

Corridor Business Journal **(Cedar Rapids) Data Center Archives**

Daily Gate City **(Keokuk)**, Supervisors put the brakes on new data centers with year-long moratorium, June 18, 2026.

Des Moines Register **(Paywall)**

- Intense training to begin for reopening of Duane Arnold nuclear plant, April 21, 2026.
- Iowa House passes sales tax break for nuclear facility restart, April 16, 2026.
- Opinion: Data centers offer Iowa no future worth having, April 12, 2026.
- Opinion: Data centers build a high-tech backbone for Iowa, April 6, 2026.
- GOP governor candidate Zach Lahn wants data centers to pay more taxes, April 6, 2026.
- Opinion: Linn County welcomes data centers, if they follow the rules, March 1, 2026.

Fort Madison Daily Democrat

- Supervisors to vote on data center moratorium in Lee County, June 15, 2026.
- Henry County places moratorium on AI data centers, data mines and battery storage facilities from locating in county, May 16, 2026.

The Gazette **(Cedar Rapids, Paywall) Data Center Archives**

Heatmap

> This relatively new climate news organization provides "deep reporting on emerging decarbonization trends, like electric vehicles, clean hydrogen, and carbon capture, in addition to climate change and its impact on our economy, politics, and society." The organization also offers a subscription service,

Heatmap Pro, which it claims "is the premier clean energy & data center platform designed to help users build community-supported projects."

A recent webinar sponsored by Heatmap Labs and Orennia takes a close look at the evolving data center landscape in 2026, including where projects are moving forward, where opposition is emerging, and how sentiment, permitting risk, and power market dynamics are influencing siting and investment decisions.

Inside Climate News:

- Google's Response to an Iowa County's New Data Center Requirements? Annex the Land, March 4, 2026.
- Facing Its Third Data Center, an Iowa County Rolls Out Extensive Zoning Rules, March 1, 2026.
- Google Data Centers Will Bring Nuclear Power Back To Tornado Country, December 6, 2025.
- Clean Energy Brought Data Centers to Iowa. The Big Beautiful Bill Could Change That, July 28, 2025.

Institute for Local Self-Reliance, The Policies Communities Need to Confront the AI Data Center Race, May 19,2026.

***Iowa Capital Dispatch*, Data Center Effects on Energy Costs (Archive)**

Iowa News Now

- Woodbury County joins growing list of Iowa counties pausing data center development, June 24, 2026.
- Fairfax residents push back on proposed Alliant Energy plant, April 26, 2026.

Iowa Public Policy Dude (Blog by Chuck Isenhart, former member of the Iowa House of Representatives), Data centers all the rage – Outrage, that is, July 17, 2026.

Iowa Public Radio, Data Centers (Archive)

KCRG, Residents in Linn and Benton counties sign petition against Alliant Energy's natural gas power plant, April 18, 2026.

***Pen City Current*, [Lee] County halts any new data center plans for one year, June 16, 2026.**

***The Hawk Eye*, Louisa County approves [18-month] data center moratorium, July 9, 2026.**

***Times-Republican*, [Marshalltown City] Council votes down data center moratorium, June 23, 2026.**

Wisconsin Public Radio, Wisconsin regulators approve rates for Meta's Beaver Dam data center, with sharp criticism, May 7, 2026.

Think Tank, Government, and International Agency Reports

Environmental and Energy Study Institute, Data Centers and Water Consumption, June 25, 2025.

> An accessible, well-cited overview of direct and indirect water use. U.S. data centers consumed an estimated 211 billion gallons of water indirectly in 2023 alone. Covers cooling technologies and policy levers. Good entry point for community members.

International Energy Agency, Energy and AI, April 10, 2025.

> This report from the International Energy Agency (IEA) is based on new global and regional modelling and datasets, as well as extensive consultation with governments and regulators, the tech sector, the energy industry and international experts. It includes projections for how much electricity AI could consume over the next decade, as well as which energy sources are set to help meet it. It also analyses what the uptake of AI could mean for energy security, emissions, innovation and affordability.

Pew Research Center, What we know about energy use at U.S. data centers amid the AI boom, October 24, 2025.

> Accessible synthesis \on consumer-facing rate impacts. One study estimates data centers could raise the average U.S. electricity bill 8% by 2030, exceeding 25% in high-demand markets.

Wingra Engineering, Evaluating Air Quality Impacts of Diesel Generators at Data Centers, July 16, 2026.

> The purpose of this document is to help you understand and estimate air quality impacts due to back-up emergency generators at AI data centers. This document can be used to prepare public comments on proposed air pollution control permits for AI data centers. It can also be used to support comments filed with state and local agencies.

Webinars and Podcasts

Climate X Change, State Policy Solutions for Data Center Impacts — Electricity Affordability and Reliability, (04-14-26)

Institute for Local Self-Reliance, The Data Centers are Coming! (series)

University of Iowa, Hubbell Environmental Law Initiative, Data Centers in Iowa: Perspectives from Community, Government, and Research, March 9, 2026

Volts, Doing data centers the not-dumb way (04-15-26), Making sense of the data center backlash (07-20-26), and What should state policymakers do about data centers? (08-05-26)

RESOURCES for IOWA LEGISLATORS

This section provides Iowa legislators and staff with a landscape of policy options enacted in other states, the relevant analytical literature, and context from Iowa's regulatory record needed to design effective legislation.

The Current Situation

As noted in an earlier section, Iowa has various tax incentives to lure data center investments to the state. Iowa has lagged behind other states, however, in passing legislation that would impose certain regulatory requirements on the various types of data center operations.

Most recently, Rep. Cindy Golding (R-Cedar Rapids) introduced House File 2690 (originally HF 2447) in February 2026, which would have required quarterly energy and water use reports from data centers with data posted publicly within 30 days. Six bipartisan amendments were filed in March 2026:

- H-8214 (Gjerde, D-Linn): Would have prevented cities with populations of 1,400–1,409 from annexing land to build data centers — directly actions taken by the City of Palo, Iowa.
- H-8213 (Scholten, D-Woodbury): Would have awarded $5 million to the Iowa Geological Survey for FY 2026–27 to monitor groundwater.
- H-8212 (Zabner, D-Johnson): Would have required a publicly searchable database of data center reports including taxes saved.
- H-8207 (Zabner, D-Johnson): Would have required a standardized reporting template for water use and public incentives received.

- H-8205 (Young, R-Dallas): Would have required annual reports on water withdrawal volume and source.
- H-8203 (Gjerde, D-Linn): Companion to H-8214, amending H-8205 to the same effect.

Unfortunately, HF 2690 did not survive the second funnel and thus did not receive a vote in either chamber during the 2026 Iowa legislative session. Its failure leaves Iowa without any mandatory data center energy or water disclosure requirement. That said, the bipartisan amendment activity — including H-8205 from a Republican member — suggests the possibility of meaningful support for reintroduction in 2027.

Guidance from the Chair of the Iowa Utilities Commission (IUC)

In her signed concurrence approving QTS Cedar Rapids's ICR agreement (TF-2025-0047, October 9, 2025), IUC Chair Sarah Martz identified three specific contract provisions Interstate Power and Light Company (dba Alliant Energy) should have required of QTS but did not. Iowa legislators should consider codifying the following in statute so that they don't need to be negotiated on a case by case basis.

- A longer contract term to ensure complete recovery of utility infrastructure investments before a data center can exit.
- More conservative assumptions about the likely types and costs of generation to be built to serve the load.
- A minimum demand charge linked to a contract ramp schedule — as required in Indiana and Ohio — protecting ratepayers if the data center ramps more slowly than projected or closes early.

Chair Martz noted that the size of the QTS customer "magnifies both the potential benefits and the potential risks" and that effective oversight "depends on openness from the utility."

Best Practices: What Other States Have Done

The following table outlines some best practices developed in other states, provides links to the cited legislation, regulatory action, or utility initiatives, and comments on the status of these ideas in Iowa.

Policy Type	What it Does and How Iowa Might Adopt It	Enacted Examples
Separate Rate Class / Individual Customer Rate Tariff (ICR)	Creates a distinct electricity rate class and uniform tariff terms for data centers. Both MidAmerican Energy and Alliant Energy have Individualized Customer Rates (ICR), which they use to negotiate energy supply and other agreements with data center developers. he ICR contract terms are variable, however, and not uniform. As noted above, IUC Chair Martz has identified some ways these tariffs can be improved.	Alliant Energy ICR Rider Oregon HB 3546 (2025) Virginia GS-5 (2025) Minnesota HF 16 (2025)
Long-Term Contracts & Minimum Demand Charges	Requires multi-year contracts with minimum payment commitments to protect ratepayers from stranded infrastructure costs if data centers underperform or cease operations sooner than expected. As noted above, IUC Chair Martz explicitly identified this as missing from Iowa's QTS agreement.	Indiana (Minimum demand charge, ramp schedule) Ohio (AEP proposes 90% of max demand, 10 year contracts) Oregon HB 3546

Mandatory Flexibility and Curtailment Requirements	Authorizes the Public Utility Commission to mandate that large data centers participate in demand management programs, including emergency load reductions or disconnections (load shedding) during grid stress events.	Texas SB 6 (2025)
Banning of Non-Disclosure Agreements	Legislation prohibiting nondisclosure agreements intended to conceal information about a data center from the public.	Georgia SB 436 (2025) (Pending) Wisconsin SB 969 (2026) (Proposed)
Mandatory Energy & Water Disclosure	Requires public reporting of electricity use, water withdrawal, and incentives received. Iowa HF 2690 in 2026 would have established quarterly disclosure. No such requirement currently exists in Iowa.	Iowa HF 2690 (2026) Texas SB 6 (2025) California SB 57 (2025) Nebraska LB 1010 (2026)
Water Use Standards	Requires efficiency reporting; may set standards or condition permits on water availability. Iowa's HF 2690 amendments H-8205 and H-8207 (died 2026) would have added water withdrawal and template requirements.	Iowa HF 2690 (Amendments H-8205 and H-8207) Minnesota HF 16 (2025) Utah HB 76 (2026)

Siting, Zoning, and Annexation Reforms	Give counties tools to require water proof, set standards, and pace development via stricter siting, zoning, and annexation reforms.	Linn County, Iowa (2026 ordinance) Iowa HF 2690 (Amendment H-8214) Other Examples
Clean Energy Requirements	Ties data center incentives or rate treatment to renewable energy procurement or carbon reduction. Not yet enacted in Iowa.	Minnesota HF 16 (2025) New Jersey S 4143 (2025) (Proposed)
Tax Incentive Reform	Caps or conditions sales tax exemptions; may redirect revenue to community benefit funds or "digital dividends." Iowa capped exemptions at 10–15 years in 2025.	Iowa HF 976 (2025) Maryland SB 0316 (2025) Texas HB 4908 (2025)
Ensured Benefits	Legislation that ensures the contracts to data centers provide positive benefits to a utility service area, such as reduced costs for other ratepayers, increased efficiency of the power system, or economic growth in local communities.	Alabama SB 270 (2026)

In Texas, which has been quite open to data centers, Governor Greg Abbott recently recommended the legislature pass sweeping data center reforms, which include:

- Requiring new facilities to add power generation to the state's power grid
- Requiring data centers pay for their own grid interconnection and infrastructure costs
- Mandating the use of "closed-loop" water systems, which draw a large amount of water at the start but reuse it over some period of years
- Requiring annual reporting by all data centers on electricity and water use
- Establishing best-practice standards to address community concerns like noise
- Repealing data center sales tax exemptions and "other outdated or unnecessary incentives for data centers"

It is not clear when or whether the Texas legislature will address Governor Abbott's policy proposals.

Key Legislative Resources

Canary Media, How states are trying to keep AI data centers off your power bill, March 4, 2026.

> This article analyzes many of the more than 65 large load tariffs that have been proposed or approved in over 30 states through 2025.

Clean Energy Group, Data Center Energy Accountability Initiative

> Clean Energy Group works with regulators, policymakers, advocates, and community groups to ensure that they have the tools and information needed to evaluate the impacts of large-scale data center development and to advance

Climate Xchange, Resources for Regulating Data Centers

> During 2026, Climate XChange is releasing five toolkits describing state policies addressing data center impacts on water, electricity affordability and reliability, greenhouse gas

emissions, tax and employment justice, and transparency concerns.

- Water Impacts (April 1, 2026)
- Electricity Affordability and Reliability (April 9, 2026)
- Transparency and Accountability (May 14, 2026)

DataCenterTracker.org, Legislation Tracker (Updated regularly)

Provides links to state and federal bills regulating data center development.

Carbon Direct, Data Centers and Their Energy Use: Trends in State Capitals, December 15, 2025.

A systematic review of 190+ state bills introduced in 2025. Identifies bipartisan concern about ratepayer protection. Iowa-specific context included.

Georgetown Environmental Law Review, How Can Regulators Fight Back? Consumers Paying for Data Centers, October 6, 2025.

The article explores how the rapid expansion of AI-driven data centers is driving up electricity costs for residential consumers, who often subsidize the necessary infrastructure upgrades through traditional utility rate structures. To combat this, the author suggests that regulators implement targeted "clean transition tariffs" and stricter state-level legislation to ensure that data center developers bear their own costs and adhere to climate goals.

Great Plains Institute, Great Lakes Data Center Resource Hub (Updated regularly)

Navigate to the “Policies” tab and then scroll down to “Legislation.”

Harvard Electricity Law Initiative, Extracting Profits from the Public: How Ratepayers Are Paying for Big Tech’s Power, March 2025.

Provides detailed legal and regulatory analysis of how utility rate structures allow infrastructure costs to flow from data centers to residential customers. Discusses regulatory pathways to address the issue.

National Caucus of Environmental Legislators (NCEL), Data Centers Issue Brief, April 29, 2025

A comprehensive legislative overview of enacted and pending state bills across all major policy categories. Includes model bill language summaries. (Updated regularly.)

National Conference of State Legislators, Which States are Banning Data Centers (Updated regularly)

NCSL tracks the states considering moratoriums. This list is updated regularly. For the most comprehensive resource on data center policy, please see NCSL's report, Subsidizing Servers: How States Are Competing to Attract Data Centers.

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Data Centers in Minnesota

Why You Should Pay Attention

'Hyperscale' data centers are popping up across Minnesota to power AI, cryptocurrency, and cloud computing. These projects may seem invisible, but they have very real impacts on our water, energy, air, and local communities.

What are Hyperscale Data Centers?

Hyperscale data centers are massive facilities built to store and process huge amounts of digital data. They're used by Big Tech companies to power AI tools, social media, cloud storage, and more. 'Hyperscalers' can exceed a million square feet (more than 17 football fields) in size and they run 24/7.

Should we be concerned?

Yes. These facilities place significant stress on our local resources. Minnesota communities are being asked to host major infrastructure with limited transparency or public input, few protections for our water resources or electricity rates, and no guaranteed benefit for locals.

How much energy do they use?

A lot. A single hyperscale data center uses 100-200 MW, equivalent to the power needs of a mid-sized city. That means added stress on Minnesota's energy grid and pressure to build more polluting backup systems, like on-site natural gas generators. These backup systems can also be used by developers to circumvent state- or grid-level regulations.

How about water?

Data centers consume **millions of gallons of water a day** for cooling their servers, putting extra stress on our local water supplies.

Are there other impacts? Yes!

(over)





Other Impacts

Our understanding of data centers continues to evolve, but some other potential impacts of their construction and operation include:

- **Noise pollution 24/7** from industrial cooling fans, which can be as loud as chainsaws.
- **Air pollution** from increased energy demand & harmful emissions from on-site fossil fuel backup.
- **Light pollution** from outdoor lighting can also disturb nearby residences.

Are These a Good Deal for Communities?

No. To attract data centers, Minnesota offers major sales tax exemptions for their software, equipment, and even electricity. These tax breaks are worth hundreds of millions of dollars that could instead be used to fund essential services throughout the state. Because data centers replace their equipment frequently, these are recurring exemptions. In return, communities are asked to give up millions of gallons of water for data center cooling systems, potentially incur higher electricity bills, and face bright, noisy operations 24/7. Any construction jobs created from these projects are mostly short-term, and each facility typically only creates 50 — or fewer — permanent positions during operations.

What can I do?

Ask your local officials, elected leaders, and utility providers:

1. Who benefits when data centers come to town?
2. What protections are in place for our air, water, electricity rates, and tax base?
3. Why aren't data centers paying their fair share for the public resources (roads, utilities, water) they use?



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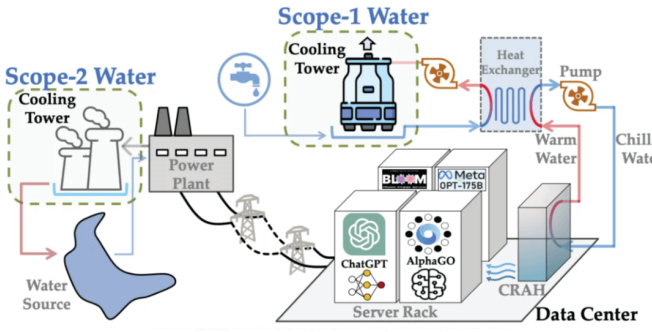
Data Centers & Water

Data centers are not new to Minnesota; we have had them for more than two decades. But as the demand for artificial intelligence (AI), cloud services, and cryptocurrency increases, so has the number of hyperscale data center proposals, both around the country and here in Minnesota. These hyperscale projects require large amounts of fresh water in their daily operations. Unfortunately, there is a lack of transparency about: the exact amount of water each hyperscale data center might use; where the water will come from; whether any chemicals will be added to any water or wastewater at the facility; where and when water will be discharged; and potential impacts to host communities and their local ecosystems.

How do data centers use water?

Computing equipment housed in data centers generates a lot of heat. Using large amounts of water — hundreds of thousands to millions of gallons a day — is one method used to cool them down. Some hyperscale data centers may instead use air cooling — which in turn increases electricity consumption — or non-water liquids used for cooling.



Source: Li et al., Making AI Less "Thirsty": Uncovering and Addressing the Secret Water Footprint of AI Models (2023).

The data center water footprint

1. Direct water use, for on-site cooling, which keeps computing equipment from overheating.
2. Indirect water use, for the on-site and off-site generation of electricity to power the data center.
3. Indirect water use, for the manufacturing of chips and servers and other off-site activities necessary for the operation of the data center.
4. Indirect water use, for the extraction of natural gas via hydraulic fracturing. Gas-fired power plants are often proposed as the source of electricity for hyperscale data centers.

Transparency and accountability

There is a concerning lack of information about the water use of data centers. Sustainability reports from some of the top tech companies with data centers reveal that direct water consumption is on the rise, but it is difficult to track because the way that each company documents consumption varies. ***Importantly,*** *these disclosures do not consistently include the indirect water consumption from the facility's electricity use, nor water used in resource extraction to serve the facility's energy and mineral needs.* In 2023, the Lawrence Berkely Lab estimated the indirect water consumption was 12 times greater than the direct use for cooling.

Data Centers & Water

Potential Impacts

40%-75% of people in Great Lakes states source drinking water from groundwater.

1. **Data Centers can exacerbate the stress on our ground and surface water.** Water is a finite resource and does not respect political boundaries. Aquifers often have large geographic footprints, and the cumulative impact of industrial extraction is already evident. If hyperscale data centers are located in areas with already depleted aquifers or in close proximity to each other, this may exacerbate the problem.
2. **Data centers can negatively impact local water ecosystems.** In addition to the extraction of water for cooling, if cooling effluent is discharged directly into a surface water it may increase temperatures in that water body, harming fish and other living things that may be used to cooler temperatures.
3. **Utility customers across the country are seeing rate increases because of increased demand from hyperscale data centers.** Infrastructure (both water and energy) is often paid for by ratepayers, and the increased energy and water demand from hyperscale data centers often stresses and disrupts residential services. Prioritization of certain water users in times of scarcity is also a concern. Residential users and public institutions like schools and hospitals should get access to water before hyperscale data centers.
4. **Water- or liquid-based cooling can contain harmful chemicals.** To extend the life of cooling equipment, anti-corrosion chemicals are often added to water used for cooling. When this water is discharged, those chemicals may not be targeted and eliminated by typical wastewater treatment plants. Additionally, some non-water liquid coolants may contain PFAS "forever chemicals," requiring special forms of treatment. Fluorinated gases (also known as f-gases, a type of PFAS) may also be used for air cooling. PFAS have negative health impacts and are extremely difficult to treat.

Potential Solutions

1. **Establish robust, enforceable protections for water resources.** Minnesota legislators must enact laws that, at minimum, require data centers to obtain their own independent water withdrawal permit, reuse or recycle water (i.e., via closed-loop systems), publicly disclose how much water the data center uses (through separate flow meters), and publicly disclose the type and amount of any chemicals added to cooling water. During environmental review, the responsible government unit must analyze both direct and indirect water usage and consider the cumulative impacts of the proposed project and any additional hyperscale data centers that have been proposed in the area.
2. **Protect residential access to drinking water.** In the event of a drought, hyperscale data centers should be among the first users required to limit their water use. Residential users should be among the last.
3. **Ensure infrastructure and use costs are borne by hyperscale data centers.** If hyperscale data centers require the construction of new infrastructure to operate, those costs must not be passed on to ratepayers. Similarly, hyperscale data centers should not be eligible for reduced bulk or industrial rates for water.

For additional resources please visit CUREmn.org



PHOTO BY CHAD DAVIS

Protecting Minnesotans from Hyperscale Data Center Risks

Tech billionaires are trying to build giant data centers across Minnesota. Their plans—if not well regulated—could pollute our water, drain aquifers, increase climate emissions, raise electric bills, subject neighbors to air, noise and light pollution, strain the state budget and force cuts to services people rely on.

To build these energy hog facilities with taxpayer subsidies, Big Tech seeks to avoid public scrutiny by negotiating sweetheart deals with elected officials in secret, directly undermining our democracy. This factsheet describes risks of hyperscale data centers and the legislative responses we need.

Don't Believe The Hype!

MYTH: Big Tech claims that hyperscale data centers will bring lots of high-paying jobs and sustained economic growth.

REALITY: Almost all of the jobs are short-term construction jobs. Unlike manufacturing plants, hyperscale data centers employ very few people on site after construction. Sustained economic growth doesn't happen without ongoing employment.

MYTH: Big Tech claims to help cities by providing local property tax revenue.

REALITY: Big Tech fails to mention that they get huge subsidies from state taxpayers. This drains our state budget and could force cuts to the services people rely on.

MYTH: Big Tech claims they will speed up the clean energy transition by building new clean energy like solar, wind and batteries.

REALITY: Big Tech is slowing down the shift to clean energy. Even the Wall Street Journal acknowledges that "An explosion of so-called hyperscale data centers... has upended plans by electric utilities to cut the use of fossil fuels. In some areas, that means burning coal for longer than planned."

Legislative Responses Needed to Address Hyperscale Data Center Risks

Higher Electric Bills	**RISK:** Big Tech is very effective at passing off their costs onto the rest of us. Without needed regulations, hyperscale data centers could increase our electricity bills.	**RESPONSE:** Impose a **two year moratorium** on hyperscale data centers ("hyperscalers") in Minnesota to give the public sector time to develop rules that will protect Minnesotans.
More Climate & Air Pollution	**RISK:** Hyperscalers require huge amounts of electricity. Big Tech claims their data centers will be powered by **new** clean electricity, but they lobby against requirements. Big Tech also wants diesel generators as "back up." Hyperscalers in other states have siphoned off **existing** renewable energy. Any new emissions will further fuel climate change and air pollution.	**RESPONSE:** Require clean energy from the start. Hyperscalers must meet 100% of their energy needs with new solar, wind or battery resources—BEYONCE or "Build Your Own New Clean Energy (and Efficiency)". At least 50% of the investment must fund community-based solutions, including rooftop solar, community asset solar, battery storage, and home electrification & efficiency.
Secret Deals	**RISK:** Big Tech is pushing cities to sign Non-Disclosure Agreements (NDAs), blocking citizens from knowing project impacts.	**RESPONSE:** Ban new Non-Disclosure Agreements (NDAs) and prevent those who have signed NDAs from being the lead agency for permitting decisions.
Water Depletion & Pollution	**RISK:** Hyperscalers produce heat, and many of them use large volumes of water for cooling. This water may be treated with chemicals that can cause pollution when discharged.	**RESPONSE:** Require Big Tech to pay for drinking water and wastewater treatment upgrades and the best efficiency systems, such as "closed loop" systems that reuse water many times.
Local Impacts	**RISK:** Hyperscalers can cause major negative health and economic impacts, from noise and light pollution to new transmission lines and land use changes.	**RESPONSE:** Require a full Environmental Impact Statement (EIS). We can only ensure that hyperscalers are good neighbors if they are sited properly and go through robust environmental review.
Tribal Sovereignty	**RISK:** Tribal Sovereignty must be respected both on and near Minnesota Tribal treaty territory.	**RESPONSE:** Require hyperscalers to obtain free, prior & informed consent from Tribal Governments.
Our State's Budget	**RISK:** Services that people rely on could be cut further to perpetuate corporate subsidies for Big Tech owners of hyperscalers.	**RESPONSE:** Repeal the uncapped sales tax exemption for hyperscalers, which has cost the state $134 million before a single hyperscaler has even opened.

Data Centers in Minnesota: What You Need to Know

Proposals for 'hyperscale' data centers are popping up across Minnesota to power AI, cryptocurrency, and cloud computing. These projects may seem invisible (and have been when kept secret by proposers and local governments), but they have very real impacts on our water, energy, air, land, and local communities.

What are Hyperscale Data Centers?

Hyperscale data centers are massive facilities built to store and process huge amounts of digital data. They're used by Big Tech companies to power AI, social media, cloud storage, cryptocurrency mining, and more. 'Hyperscalers' can exceed a million sq. feet in size — more than 17 football fields — and they run 24/7.

What's happening in Minnesota?

At least a dozen hyperscale data centers are being proposed across the state, and Minnesota is behind when it comes to understanding and analyzing the potential impacts of such development. We know from experiences in other states that hyperscale facilities can place significant stress on local resources, including water, land, and electricity. They often get substantial tax breaks from states and local governments, negating the benefits that development usually brings. Currently, Minnesota communities are being asked to host this new, major infrastructure with limited transparency or public input, few protections for our water resources or environment, potentially significant impacts on electricity rates, and no guaranteed benefits for locals.

How much energy do they use?

A LOT. A single hyperscale data center can use 100 MW or more of electricity, equivalent to the power needs of tens of thousands of homes. One proposed Amazon facility in Becker, Minnesota would have used six times that amount. This could mean added stress on Minnesota's energy grid or increased energy bills for ratepayers and member-owners. Hyperscalers also demand backup generator systems, in the event of a power outage and mostly rely on polluting on-site fossil fuel generators to meet this need.

What about water?

Data centers can consume **millions of gallons of water a day** for cooling their servers. But few data centers are reporting their projected or actual water usage. Water used for cooling may also be treated with anti-corrosive chemicals or contain PFAS that are toxic to human and aquatic life. Although MN has enjoyed abundant water historically, it is not an infinite resource, and some parts of the state do not have ample access to clean water — especially in drought years.

Are there other impacts? Yes! →

CURE Data Centers in MN: What You Need to Know

Other Impacts

Our understanding of data centers continues to evolve, but some other potential impacts of their construction and operation include:

- **Noise pollution** from large sets of industrial cooling fans.
- **Air pollution**, locally due to backup generators, and regionally from increased energy demand.
- **Light pollution** from outdoor lighting. This can disturb nearby residences, harm wildlife active at night, and blot out the night sky.
- **Electronic waste** from equipment replaced every 2-5 years.
- **Strained public resources** from projects offering few tax benefits for local communities or host states.

This raises the question...

Are Hyperscale data centers a good deal for communities?

Not as proposed today. Despite the potentially significant impacts on water, electricity, and communities, Minnesota offers major sales tax exemptions for software and equipment purchased by hyperscalers, in an effort to attract more development to the state. Project proposers will also likely seek property tax abatements at the local level. These sales tax breaks alone are worth hundreds of millions of dollars, and because data centers replace their equipment frequently, they are recurring exemptions (making the tax losses even more significant). And despite claims that hyperscalers create significant new job opportunities, any construction jobs created from these projects are short-term, and each facility typically only creates 50 — or fewer — permanent positions during operations.

Without clear, enforceable protections, our communities will be asked to give up millions of gallons of water for data center cooling systems, potentially incur higher electricity bills, and face bright, noisy operations 24/7, all for the benefit of some of the wealthiest companies and individuals in the world.

What can I do?

Ask your local officials, elected leaders, and utility providers:

1. Who benefits when data centers come to our town?
2. What protections are in place for our air, water, electricity rates, and tax base?
3. Why aren't data centers paying their fair share for the public resources (roads, utilities, water) they use?
4. Are hyperscale proposals going through a full and objective assessment of potential environmental and health impacts and mitigation measures?

Want to learn more or take action?

Sign up for CURE action alerts @ CUREmn.org/take-action

Data Centers

The development of AI, cryptocurrency mining, and hyperscale data centers to support their growth is hurtling forward at breakneck speed. But our understanding of the social and environmental consequences lags far behind. Across the state, Minnesota is targeted for a growing number of new hyperscale projects at various stages of development, sometimes without nearby residents or communities even knowing. CURE is working to ensure that our communities and environment are protected from the potential harms of impulsive hyperscale data center development and demanding transparency at the state and local level when projects are proposed.



Transparency & Oversight



Energy



Water

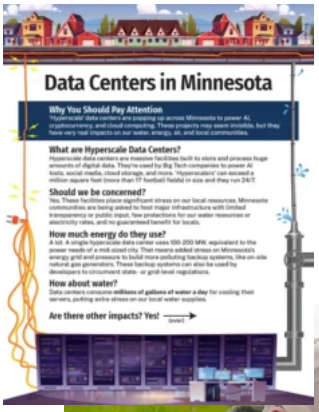


Taxes

Concerned About Data Centers?

DEMAND ACTION

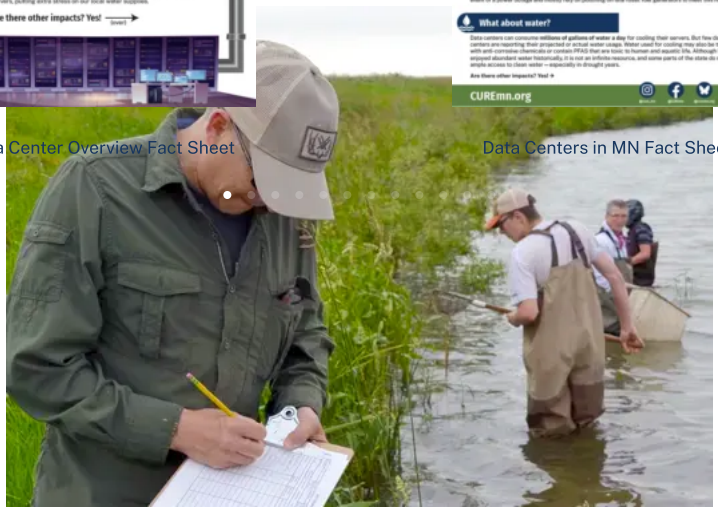
Data Center Resources



Data Center Overview Fact Sheet



Data Centers in MN Fact Sheet



Transparency & Oversight

Hyperscale data center developers often require local officials to sign non-disclosure agreements (NDAs), keeping projects secret from the very communities they impact. Sometimes, NDAs are signed years before a project is brought forward for approval. The result is communities feeling like decisions have already been made without their input. To make matters worse, there's a lack of publicly available information about cooling systems, water use, on-site energy generation, to name a few. As these technologies and infrastructures weave themselves deeper into our lives, debates about their impacts on our air, water, landscapes, and communities must become more transparent.



Energy

Electricity demand is expected to accelerate as we electrify more of our lives. By 2028, 6.7% to 12% of forecasted U.S. electricity consumption is expected to come from hyperscale data centers alone. Where will data centers get all that electricity? Who will pay for it? While Minnesota's 2025 data center law attempts to provide some certainty, concrete safeguards must be implemented to ensure the cost of new generation, transmission, and distribution is not passed on to other ratepayers, and that data centers aren't relying on the same dirty fossil fuels that have been polluting our communities for decades.



Water

Data Centers consume water directly by cooling servers and indirectly by generating electricity to power them. This, along with limited reporting by data center operators, makes it difficult to accurately track total water use. Depending on the technology used, cooling systems may contain additives like glycol or PFAS that need specific treatment before discharge. Minnesota must understand the potential cumulative impacts associated with these kinds of large water users on our communities and natural resources.



Taxes

Minnesota offers a generous sales tax exemption to data centers for their software and physical equipment that lasts for 35 years from the date of first purchase. Because data center equipment must be replaced every few years, this is an ongoing sales tax exemption.

Originally enacted in 2011, the sales tax exemption was estimated to cost the state about $5,000,000 annually. In the last two years, that cost has ballooned to over $100,000,000 — and that's before any hyperscale data center has even started operating in the state.

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CureMN: Data Center Webinar Links

Data Centers: Transparency

https://www.youtube.com/watch?v=X_D4LmAslHk

Data Centers: Energy

https://www.youtube.com/watch?v=mIb4Eb5YSzs

Data Centers: Water

https://www.youtube.com/watch?v=V0lxnCnlAAw&feature=youtu.be

Data Centers: Environmental Review

https://www.youtube.com/watch?v=WjgSNsjVBRc&feature=youtu.be

Data Centers: Community Benefit Agreements

https://www.youtube.com/watch?v=aA7aEzgaR9E

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CLIMATE LITIGATION / CROSS-CUTTING ISSUES

Data Center Litigation – An Emerging Frontier for Climate Litigation?

by Eoin Jackson and Emily Bradeen | Published February 19, 2026

The explosive growth of artificial intelligence (AI), cloud computing, and digital services has brought renewed attention to the physical infrastructure underpinning the digital economy: data centers. While critical to the operations of major tech companies, data centers are now among the most energy-intensive forms of industrial infrastructure. Although it is possible to run data centers using renewable energy, their rapid expansion, fueled by the demand for AI, has raised questions about how to balance the economic benefits of new technologies , as well as the exacerbation of water security issues already worsened by climate change. These concerns have not escaped the attention of climate interest groups, all demonstrating an emerging wave of litigation challenging data center development on climate grounds.

Early Data Center Litigation in Chile – A Sign of Litigation to Come

One of the earliest cases to challenge a data center on climate grounds was filed in Chile in 2020 – Municipality of Cerrillos (Google Data Center) v. Evaluation Commission of the Metropolitan Region. In this case, local residents and the Municipality of Cerrillos applied for judicial review of the approval of a new Google data center in . A key climate-related issue raised by the applicants was the data center's potential water use, which proponents had estimated would require the extraction of 169 liters of water per second to cool the data center's servers. Santiago's aquifer has faced extreme stress from for over a decade, with the national and local governments declaring agricultural emergencies at various points in time to address severe water shortages. In this context, the applicants argued, among other things, that the project would have significant impacts on the aquifer, which had not been properly evaluated in the project's environmental impact assessment (EIA).

In its ruling, the Second Environmental Court the claim in part and ordered the proponents to provide an additional EIA study that included the impacts of climate change in their evaluation of the project's effects on the aquifer. In response to the ruling, The current status of the project is unclear.

Ireland – A Potential "Hub" for Data Center Litigation

Ireland has the potential to become a prime test case jurisdiction for data center litigation. Geographically, it is one of the least densely populated countries in Europe and hosts the European headquarters of many of the world's largest technology companies. For these reasons, Ireland has become an attractive hub for digital infrastructure, with data centers now accounting for approximately 24 percent of Ireland's electricity demand – a figure projected to rise further in the coming years. At the same time, Ireland remains off track to meet its legally binding 2030 greenhouse gas emissions reduction targets, and concerns have been raised by leading scientists that the continued growth in data center construction will deepen reliance on fossil fuels and exacerbate Ireland's carbon budget overshoot. Against this backdrop, civil society organizations have increasingly turned to litigation to challenge data center approvals, arguing that continued expansion is incompatible with domestic climate law, EU environmental obligations, and international climate norms.

In *Colin Doyle v An Bord Pleanála*, a group of individuals, and two environmental NGOs – FutureProof Clare, and Friends of the Irish Environment (FIE) – sought to challenge the approval of a data center by the Irish national planning authority. The case was primarily grounded in biodiversity considerations, with the applicants arguing that the authority had failed to consider the impact of the development on a rare bat species. However, the also contended that the Board had breached its statutory obligations under section 15 of the *Climate Action and Low Carbon Development Act 2015* (as amended), which requires public authorities, insofar as practicable, to exercise their functions consistently with national climate goals and objectives. The applicants argued that in approving the data center, the national planning authority had impermissibly relied on "the engines on-site will be specified to work on Natural Gas or Hydrogen or any mix in between in order to future proof the plant") and had acted irrationally in failing to require any mitigation of the greenhouse gas emissions from the data center. Although the Court did not rule on the climate arguments (given that the central basis of the challenge concerned biodiversity), it determined that the project could proceed on the basis that the authority had committed a "harmless error" in failing to explicitly take note of the bat species.

A more direct confrontation between data center development and climate considerations is evident in *Friends of the Irish Environment v An Coimisiún Pleanála*, which concerns the proposed Herbata Data Center. FIE have challenged the potential approval of the multi-billion-euro data center, arguing that it jeopardizes Ireland's climate targets and violates domestic, EU, and international law. The challenge relies heavily on Ireland's domestic climate legislation but also cites the Advisory Opinion of the International Court of Justice (ICJ) on climate change. In the Opinion, the ICJ clarified that states may commit an internationally wrongful act where they fail to adequately regulate greenhouse gas emissions from private actors. FIE uses the Advisory Opinion to argue that "failure to mitigate emissions or allowing projects that contribute to climate harm may expose the state (and by extension, councils) to claims for reparations or litigation." In other words, that the approval of the Herbata Data Center may form part of a The citation of the Advisory Opinion is slightly unusual in a dualist jurisdiction such

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and its potential to act as a normative “hook” through which domestic challenges may eventually lead to further international climate litigation. through which domestic challenges may eventually lead to further international climate litigation.

The ultimate outcome of these cases in Ireland will likely hinge on the recent Supreme Court ruling in *Coolglass Windfarm Limited v. An Bord Pleanala*. In this case, the Supreme Court confirmed that section 15 of the Climate Act could allow for a range of possible outcomes for a planning authority when making a permitting decision, but, where the section is relied on in support of an application, an authority should be able to explain why the decision to which it has come is consistent as far as practicable with climate objectives. In this context, it is possible that an authority may be expected to explain how it can reconcile granting permission for data centres with Ireland’s overarching climate action plans, and in turn face challenges should evidence demonstrate that an expansion of data centers is not in line with these plans or Ireland’s climate targets. Regardless of the eventual outcome of these cases, it is likely that Irish courts will have to continue to grapple with the climate impacts of data centers in the coming years.

Another water-stressed region, California, has also been a site of contestation for data centers on many fronts. The state is home to the world’s largest technology companies—including Alphabet, Apple, and Meta—and leading AI developers, such as Anthropic and OpenAI, and also has one of the highest concentrations of data centers in the U.S. AI’s intensive energy demands have led to concerns around the increased risk of blackouts in California and rising energy bills, while also making it more challenging for the state to decarbonize. Yet regulatory efforts have thus far proven largely unsuccessful at addressing these impacts meaningfully.

A recent case, Center for Biological Diversity v. City of Pittsburg, was brought over the licensing process for a new data center and challenged the City of Pittsburg’s review of the center’s climate and other environmental impacts under the California Environmental Quality Act (CEQA) and its implementing Guidelines (the CEQA Guidelines). The plaintiffs allege, among other things, that the impact report failed to adequately consider the project’s “direct, indirect, and cumulative [greenhouse gas] impacts” and to propose corresponding mitigation measures, while also failing to correctly assess the data center’s foreseeable water demand, in light of the impacts climate change will have on available water supply.

The plaintiffs have requested the court to vacate the project’s permit and direct the City of Pittsburg and the project proponents to comply with CEQA and the CEQA Guidelines, in addition to issuing a declaration that the data center is “inconsistent with other applicable, plans, policies, or regulations.” This presumably includes plans and policies relating to climate change: under Tit. 14, § 15064.4 of the CEQA Guidelines, regulators are advised to give due consideration to climate mitigation policies that have been adopted by the state and lower levels of government when assessing a project’s climate impacts.

In December 2025, a settlement agreement was reached between the Center for Biological Diversity and the defendants, resulting in a series of climate-positive measures, including commitments to only use renewable energy to power the data center and to use recycled water to cool the servers. This case exemplifies how may become potential battlegrounds in legal efforts to slow down data center boom until climate-related factors are duly considered and accounted for in planning decisions.

Data Centers as a New Area of Climate Litigation

Just as climate litigation has extended beyond the fossil fuel sector—targeting activities ranging from airport expansions to lithium mining—data centers are no exception to this trend. Given their energy-intensive nature and outsized impact on water consumption, it is not altogether surprising that data centers are being brought before the courts over their potential climate impacts across a variety of jurisdictions using a diverse array of legal strategies. We have yet to see how courts will engage with climate arguments and, in particular, whether climate considerations may form the primary basis through which a data center is denied planning permission or expansion. However, until these impacts are properly addressed by both regulators and project proponents, it is likely that these cases will continue to rise and courts will be identifying how to balance demand for data centers with the underlying need to avoid contributing to further climate harm.

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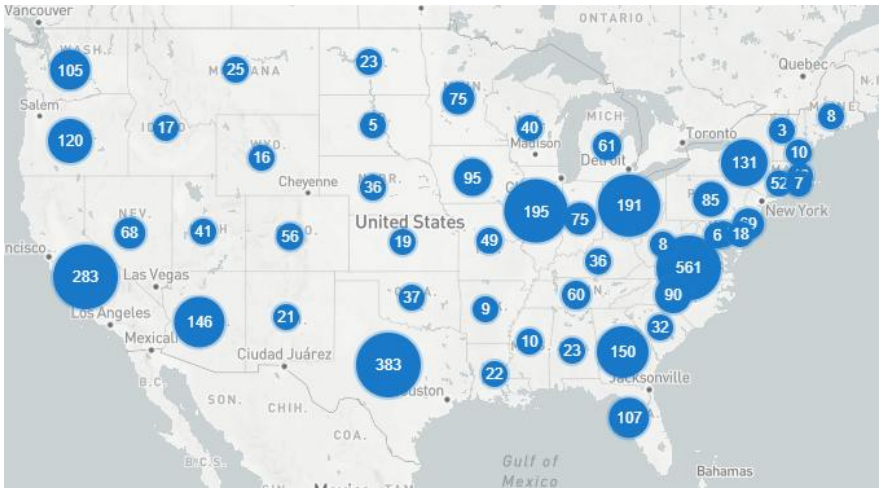
Data Centers and Water Fact Sheet

January 2026

What is a Data Center?

A data center is a physical facility housing the critical computing and networking infrastructure—like servers, storage, and network equipment, and cooling systems—that organizations use to collect, process, store, and distribute large amounts of digital data and applications. More recently, the growth of the data center industry has been attributed to the training and inference of generative Artificial Intelligence (AI) models.



Map of Data Centers Across the US[1]

Electricity Consumption

Electricity consumption from data centers is estimated to amount to around 415 terawatt hours (TWh), or about 1.5% of global electricity consumption in 2024.[2]

In the United States, data centers consumed about 176 TWh by 2023, representing 4.4% of total U.S. electricity consumption. The Lawrence Berkeley National Laboratory estimates that by 2028, data centers will account for 6.7% to 12.0% of total U.S. electricity consumption.[3]

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[1] Data Center Map, USA Data Centers – *3778 Facilities*, accessed January 6, 2026, https://www.datacentermap.com/usa/

[2] International Energy Agency, *Energy and AI: Energy Demand from AI*, accessed January 6, 2026, https://www.iea.org/reports/energy-and-ai/energy-demand-from-ai.

[3] Arman Shehabi et al., *2024 United States Data Center Energy Usage Report*, Lawrence Berkeley National Laboratory, https://escholarship.org/uc/item/32d6m0d1

Water Consumption

Large amounts of water are required to operate data centers, both directly for cooling and indirectly to produce electricity (this includes both upstream water use and water consumed at the point of power generation.)[4][5]

The most direct use of water is to absorb and dissipate the heat generated by the servers and other equipment within the data center. Research conducted by Lawrence Berkeley National Laboratory estimates that U.S. data centers directly consumed approximately 21.2 billion liters of water in 2014 and 66 billion liters in 2023.[6]

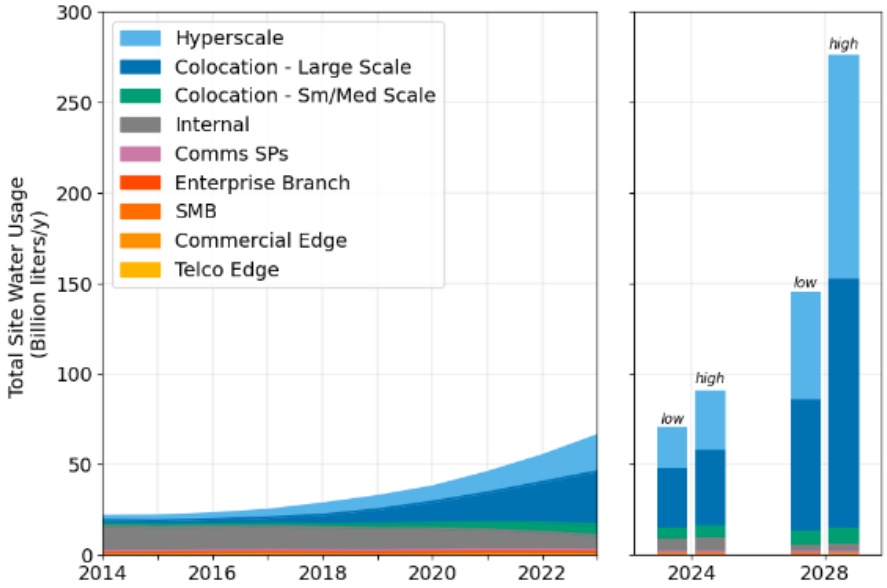

Figure 5.9. Direct water consumption by data center type.

The majority of data centers today use potable sources for onsite cooling, primarily from municipal utilities. Water can also come from "blue sources" such as surface water and groundwater, or "gray sources" of recycled or reclaimed water.[7] Data centers that use reclaimed water will often treat the water themselves on-site and have a water storage system, reducing their peak demand impact on a water utility. But even when facilities use reclaimed water, that water is not being returned to the local watershed where it is needed. Evaporative cooling, the current most popular form of cooling technology, leaves high concentrations of salts and other contaminants, making it more costly and difficult to treat and return to the watershed.[8]

Ideally, data centers would be sited in cooler, wetter regions to reduce the impact of their freshwater withdrawals. However, a recent Bloomberg News Analysis found that roughly

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[4] Nuoa Lei and Eric Masanet, "Climate- and Technology-Specific PUE and WUE Estimations for U.S. Data Centers Using a Hybrid Statistical and Thermodynamics-Based Approach," *Resources, Conservation & Recycling 182* (July 2022): 106323, https://doi.org/10.1016/j.resconrec.2022.106323

[5] 11 Nuoa Lei et al., "The Water Use of Data Center Workloads: A Review and Synthesis," *Resources, Conservation & Recycling* (2025): 101892, https://doi.org/10.1016/j.resconrec.2025.101892.

[6] Arman Shehabi et al., *2024 United States Data Center Energy Usage Report*, Lawrence Berkeley National Laboratory, https://escholarship.org/uc/item/32d6m0d1

[7] Md Abu Bakar Siddik *et al* 2021 *Environmental Research Letters*. 16 064017, https://iopscience.iop.org/article/10.1088/1748-9326/abfba1

[8] American Water Works Association, "Cooling the Cloud: Water Utilities in a Data-Driven World," October 2025, https://www.awwa.org/wp-content/uploads/AWWA-Cooling-the-Cloud-Water-Utilities-in-a-Data-Driver-World.pdf

two-thirds of the data centers built since 2022 have been located in water-stressed regions.[9]

The same report from Lawrence Berkeley National Labs also calculated that the 176 TWh of electricity used by data centers in 2023 resulted in 800 billion liters of water consumed indirectly through electricity generation (based on the power facilities on the grid in 2023). It is important to note that the energy mix (solar vs. nuclear vs. a combined-cycle gas facility) has a drastic impact on indirect water use.

Cooling Technologies and Water Use

The water usage of a data center depends on various factors, including location, climate, water availability, size, IT rack chip densities, and the GPU chips themselves. With an increasing number of data centers dedicated to supporting AI training and inference loads, chip density is increasing, leading to an increased need for cooling technologies. While air cooling or evaporative cooling worked for older GPUs (e.g. NVIDIA Hopper) the newer GPUs incorporate direct-to-chip liquid cooling in a closed loop system (e.g. NVIDIA Blackwell). The newest Vera Rubin GPU racks, just announced in January 2026 by NVIDIA, are able to be cooled with water at 45 C, a major innovation that would not require chillers. This means that while existing data center infrastructure for cloud computing and machine learning will probably continue to rely on water-intensive cooling practices, newer AI-specific facilities will likely reduce their water consumption significantly in the next few years. A breakdown of various cooling technologies and their water usage implications is below[10].

Technology	Description	Water Use Profile
Air cooling	Air conditioning, fans, and vents used to expel hot air and intake cool air. This can have low water requirements if ambient air temperature is cold (e.g. “free” cooling), or may require cooling towers (see evaporative cooling).	Low to none
Evaporative cooling	Combines air cooling with open-loop water evaporation to cool air in the data center. Approximately 80% of water drawn is lost to evaporation and 20% is discharged.	High
Rear-door heat exchangers	Usually coupled with air cooling for a hybrid approach; air conditioning to cool the server room, and water-cooled panels on individual	Moderate

[9] Dina Bass et al., “AI is Draining Water From Areas That Need It Most,” *Bloomberg Technology,* May 2025. https://www.bloomberg.com/graphics/2025-ai-impacts-data-centers-water-data/

[10] Ajinesh Pratap Singh, “Sustainable Alternatives to Water Cooling in Data Centers”, Department of Electronics and Communication Engineering at Avadh University, November 2025. https://d197for5662m48.cloudfront.net/documents/publicationstatus/289805/preprint_pdf/e499c982c971531b382b444860db1bee.pdf

	servers to capture waste heat and route to cooling tower or water chiller.	
Direct-to-chip liquid cooling	Liquid is pumped through microchannels directly on the chips surface to absorb heat. Most commonly use pure water or a glycol mix of liquid and run in a closed-loop system to a chiller.	Low to none
Immersion cooling	IT equipment is submerged in dielectric fluid to dissipate heat.	Low to none

Considerations for Utilites and Governments

The rapid expansion of data centers can place disproportionate pressure on local water resources, particularly in water-stressed and drought-prone regions such as the U.S. Southwest. Utilities and governments must plan for both average and peak water demand, as cooling needs often rise during hot periods when water and electricity systems are already under strain. Incorporating data center cooling profiles into long-term water supply and infrastructure planning is essential to avoid conflicts with residential, agricultural, and ecological water uses.

In regions with constrained supplies, data center development may require long-term water supply agreements or the acquisition of water rights, raising important legal and equity considerations. Governments can mitigate these risks by encouraging water-efficient cooling technologies, such as closed-loop systems, immersion cooling, and the use of reclaimed or non-potable water. Permitting requirements, zoning policies, and utility rate structures can all influence technology choices and help reduce reliance on potable water.

Transparency and integrated planning are also critical. Public reporting of data center water use and cooling technologies can help communities and planners assess cumulative impacts and make informed decisions. Because a large share of data center water use is indirect and driven by the local electricity generation mix, coordinated water-energy planning is needed to reduce overall water demand and ensure that data center growth aligns with long-term sustainability and resilience goals.

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Data Centers Evolved: A Primer for Planners

From zoning to permitting and everything in between, here's what you need to know to set your community up for success for the next generation of digital infrastructure.

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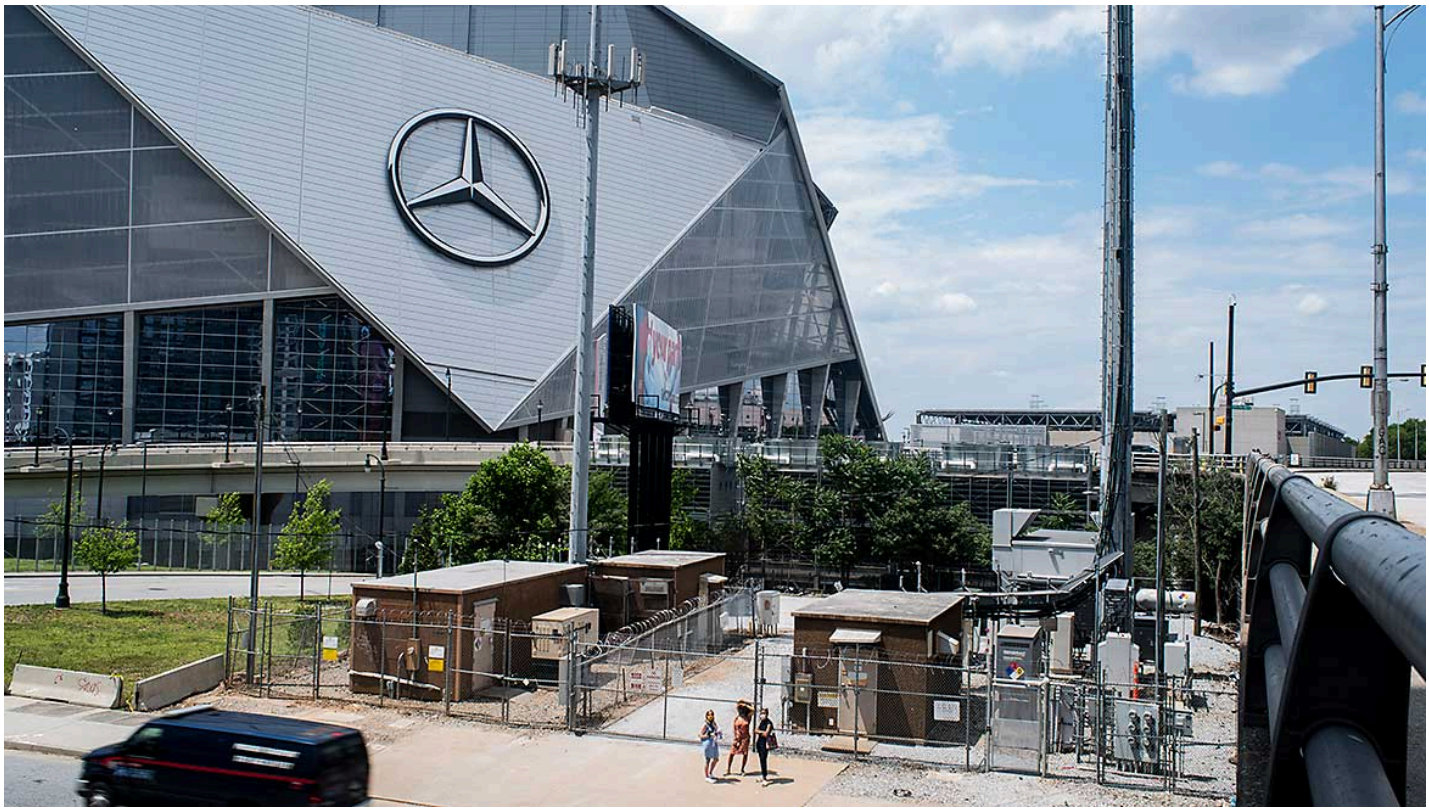

Popping up near office building and cell towers, edge data centers (silver building at right of image) support the growing load of network traffic. Photo courtesy of Vapor.IO.

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July 22, 2021

By JACQUES FLUET

When we hear the term "data center," we might think of a sprawling warehouse space and countless rows of servers with flickering lights that demand heaps of energy and resources to run. It is an accurate depiction, but no longer 100 percent so. With the rollout of 5G services and network expansions nationwide, our vision of a data center is about to change dramatically.

5G is poised to usher in the Internet of Things (IoT) era by connecting a record number of devices, from our coffee makers to our cars to entire citywide systems. But current cloud computing infrastructure is nowhere near sufficient to shoulder the growing load of network traffic, let alone deliver the necessary speeds. Instead, a combination of more traditional infrastructure with a new generation of "edge" data centers will be needed to power our connected lives of tomorrow.

This incoming wave of infrastructure will have big implications for local governments and planners, particularly those interested in leveraging the new economic drivers they enable. The proximity of data centers to communities is key to attracting connected industries for applications like smart manufacturing, as well as to deliver high-quality advanced services like telehealth, remote learning, augmented and virtual reality, autonomous vehicles, drone delivery, and all the various smart city applications.

Despite this, relatively few local zoning codes define and regulate data centers, which have largely been located in industrial and office parks and complexes. Some lack the process to allow, or issue a permit for, data centers altogether. With that in mind, here is a quick primer on the biggest considerations for planners and ways to help set your community up for success.

Data centers 101

Traditional data centers are power and resource-hungry facilities with site sizes that can range from 10,000 square feet of space to more than a million. They need a lot of electricity and water to run and cool their facilities, as well as require access to multiple sources of reliable fiber-based broadband connectivity. Because of their need for resilience to ensure uninterrupted performance, data center owners prioritize locations with low levels of natural and human-made risks and ground vibration, as well as utility diversity for redundancy of systems.

At the "edge," newer micro data centers are emerging as much smaller versions of traditional data centers, often prefabricated and designed to be unstaffed and remotely monitored. They can range in size from that of a large kitchen cabinet up to about 10,000 square feet and are often dispersed in clusters, with a higher volume in nontraditional locations closer to where end users are physically located.



The Vapor IO Kinetic Edge modular data center site outside of Atlanta's Mercedes-Benz Stadium is about the size of a shipping container and can support up to 24 separate "tenants." Photo courtesy of Vapor.IO.

This new type of data center is already popping up next to cellular towers, on light and utility poles, in office buildings, and in parking garages, primarily in major cities and metropolitan areas. This level of dispersal is happening with the goal of minimizing application latency (the time it takes for data to go from a user device to the data center, process the information requested, and return it), as well as to increase capacity for higher levels of network traffic.

Another dynamic in the evolution of edge data centers is the rise in collocated, or "colo," data centers. These are like metaphorical office buildings, where multiple service and application providers are different tenants renting a portion of the space. Traditionally, most major tech companies owned and operated their own large data center facilities, but now colo centers are emerging as a cost-effective approach and useful model for accelerating the migration to the edge.

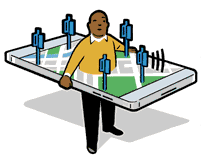
Because many of these new data centers are remotely monitored, physical security measures like access controls, fencing, cameras, and outdoor lighting are necessary. Also, some facilities can make significant noise, whether it be cooling fan systems or backup generators, which could be a nuisance close to a residential area.

From an economic standpoint, newer edge data centers will produce relatively few permanent jobs per square foot. However, they often generate more in property tax revenue than it costs for the local government to provide services. Many states are now vying to attract data centers through tax incentives. In April, Arizona's governor announced new legislation that establishes incentives to foster growth in the sector that builds off recent economic successes.

Zoning, permitting, and regulation

As demand for data centers grows, planners will be charged with balancing their resources and siting requirements with the interests of their communities.

Places like Loudoun County, Virginia, took an early leap with proactive measures to address these challenges by defining and regulating data centers as a distinct use. With a forward-thinking approach to attracting this infrastructure years before other regions, it is now widely considered the data center capital of the world.



Further Impacts: Digital Infrastructure

The fifth generation of mobile network technology will be the backbone of the Internet of Things, including connected and autonomous vehicles and other smart city infrastructure and services. To manage latency, 5G requires lots of small cell sites, and public rights-of-way are often the most strategic locations for these sites.

By making data centers a distinct use, cities ensure clear zoning requirements are well defined for owners and builders, as well as for city staff and elected officials. Without clear zoning requirements, municipalities will be dependent on ad hoc use determinations or discretionary review processes, which can slow down application and review processes and lead to unpredictable decisions.

Local governments should be cognizant of all existing regulations that might present barriers to attracting data centers. For example, given their need for redundant systems, larger traditional data centers need multiple power sources, including diesel or gas generators as a last resort. This means they often need to deliver and store fuel locally on site, which can be problematic if local ordinances don't permit it or provide the guidance and rules for doing so.

Then again, existing or new regulations can help protect other community assets. On the west side of Austin, Texas, a potential fuel leak or spill could have dire implications for the Lake Travis drainage basin and the local ecosystem. Thus, current regulations have made it next to impossible to build a data center facility there.

At a minimum, a use definition should address requirements for the different types of data centers. For example, are there any incentives or disincentives that could impact design, such as tax incentives for use of renewable energy or new battery technology? Additionally, because smaller edge micro data centers are usually unstaffed excepting occasional maintenance, it's worth considering if these structures can be treated as an uninhabited, without specific requirements for things like bathrooms or a secondary entrance/exit, which can add to the complexity and cost to design-build.

On balance, the primary planning question from data center owners and builders when it comes to site selection will be if the location is zoned in a way that clearly permits (or restricts) placement. Those that provide clarity and incentives for data centers will be among the early municipalities to benefit from attracting this new, increasingly important element of our nation's digital infrastructure.

Jacques Fluet is the data center technology program director at the Telecommunications Industry Association.

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Harnessing the Hyperscale Wave! (Image: AI generated)

Harnessing the Hyperscale Wave: The Data Center Evaluation Checklist

Edward Mazria FAIA, Architecture 2030

1. Site Selection & Industrial Upcycling

- **Evaluation Question:** Does this project revitalize a previously developed industrial or power plant site rather than paving over undeveloped natural land or farmland?
- **Guidelines:**
  - **Strategic Redevelopment:** Locate the project at, and repurpose, aging or decommissioned coal/gas power plant sites and heavy industrial sites.
  - **Leverage Infrastructure:** Capitalize on existing electrical substations, high-capacity transmission lines, long-haul fiber, and industrial water access to save costs and bypass grid interconnection delays.
  - **Fund Remediation:** Mandate the cleanup of legacy pollutants (e.g., coal ash, contaminated soil) to transform hazardous brownfields into safe community assets.

2. Water Stewardship

- **Evaluation Question:** Is the facility utilizing water-free cooling technologies or strictly non-potable water sources to protect local drinking supplies, and are strict safeguards in place to prevent water pollution?
- **Guidelines:**
  - **Advanced Technology:** Require closed-loop or liquid immersion cooling systems to drastically minimize overall water use.
  - **Alternative Sources:** Eliminate reliance on municipal drinking water by exclusively utilizing recycled or industrial wastewater for cooling and other non-potable facility needs.
  - **Pollution Abatement:** Implement rigorous containment and on-site treatment protocols for chemical additives or dielectric fluids used in closed-loop systems. This guarantees zero harmful discharge into local water systems.

3. Energy Responsibility & Grid Integration

- **Evaluation Question:** Has the developer committed to 100% 24/7 zero-carbon energy and included on-site renewables to stabilize the grid?
- **Guidelines:**
    - **Renewable Commitments:** Ensure the facility is powered by verifiable, 24/7 zero-carbon energy agreements.
    - **On-Site Power & Storage:** Integrate on-site solar generation and battery storage so the facility acts as a stabilizing force for the regional grid rather than a drain.

4. Grid Protection & Peak Demand Management

- **Evaluation Question:** Is there a formal, legally binding demand-response plan to lower power usage during peak community hours?
- **Guidelines:**
    - **Peak Demand Agreements:** Include legally binding commitments requiring the facility to reduce power consumption or switch entirely to battery backup during peak community hours to prevent local blackouts.

5. Clean Backup Power

- **Evaluation Question:** Is the facility using a "battery-first" architecture and fossil-free backup generators to protect local air quality?
- **Guidelines:**
    - **"Battery-First" Backup:** Incorporate on-site batteries for all short-term outages (e.g., to 4 hours) to prevent generators from firing up every time the grid blinks.
    - **Fossil-Free Generators:** Employ backup generators that run on renewable fuels, such as hydrotreated vegetable oil (HVO), rather than relying on fossil diesel.

6. Climate-Responsive Architecture & Site Ecology

- **Evaluation Question:** Does the design utilize passive strategies, structural reuse, and ecological restoration to cool the structure and safely manage environmental impact?
- **Guidelines:**
    - **Structural Reuse & Thermal Recycling:** Retrofit existing industrial buildings (like turbine halls) to save embodied carbon. Where possible, capture excess server heat for district heating or nearby commercial greenhouses.
    - **Passive Building Strategies:** Optimize building orientation along an east-west axis to minimize solar heat gain while maximizing natural daylighting in employee spaces. Reduce energy demand by utilizing green or reflective roofing and strategically planting trees and shrubs to shade exterior walls, walkways, and parking areas.
    - **Ecological Restoration:** Replace excessive concrete, asphalt, and toxic legacy sites with native tree canopies, bioswales, and permeable paving to actively cool the area and safely absorb heavy rainfall.

7. Community Reinvestment

- **Evaluation Question:** Are the financial savings generated by upcycling existing infrastructure being shared directly with the host community?
- **Guidelines:**
    - **Local Reinvestment:** Direct a designated portion of the developer's site savings (gained from bypassing new utility corridors and utilizing existing infrastructure) into local residential energy efficiency programs, community solar initiatives, or infrastructure upgrades.

8. Economic Impact & Workforce Development

- **Evaluation Question:** Does the proposal include binding commitments for local hiring, prevailing wages, and direct funding for local workforce training?
- **Guidelines:**
    - **Equitable Job Creation:** Ensure the project delivers tangible economic benefits by mandating prevailing wages and prioritizing local hiring for both construction and long-term operations.
    - **Future-Proofing the Workforce:** Require direct funding or partnerships for local workforce training programs to prepare community members for high-tech, data center-related careers.

DECISION INNOVATION SOLUTIONS

Prepared for:

TAI Technology Association of Iowa

Economic Impact Study of Data Centers in Iowa

January 2026



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Legal Disclaimer

Decision Innovation Solutions, LLC ("DIS") has prepared this analysis (the "Project") for review and use. The Project consists of the economic impact analysis of data centers in Iowa.

While DIS has made every attempt to obtain the most accurate data and include the most critical factors in preparing the Project, DIS makes no representation as to the accuracy or completeness of the data and factors used or in the interpretation of such data and factors included in the Project. The responsibility for the decisions made by you based on the Project, and the risk resulting from such decisions remains solely with you; therefore, you should review and use the Project with that in mind.

While the Project does include certain estimates and possible explanations for the economic impact of data centers in Iowa, it cannot be ascertained with certainty the extent to which these estimates are entirely accurate. The following factors, among others, may prevent complete accuracy of the estimation of the economic impact of data centers in Iowa and explanations for the same:

- Inadvertent errors and omissions related to data collection, data summarization, and visual display of data;

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Table 1. Acronyms

Acronym	Description
EIA	Energy Information Center of the U.S. Department of Energy
kWh	Kilowatt hour
MWh	Megawatt hour

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1 Executive Summary

Data center computing is a large and growing industry both across the nation and in Iowa. Currently, Iowa has approximately 105 data center buildings in operation, planned, or under construction that are predominantly located in 10 clusters across the state (About 2% of the national total). The Des Moines area is the largest data center hub in Iowa, followed by Council Bluffs and Cedar Rapids.

Data centers in Iowa that are either operating or under construction have significant impacts on the state economy. Currently operating data centers in Iowa are estimated to have the following **total** economic impact each year:

- **$1.6 billion** in value added
- More than **9,100 jobs**
- **$828 million** in labor income
- **$3.0 billion** in output (total sales)
- **$330 million** in total taxes paid

Data centers currently under construction are estimated to have the following (one-time) **total** economic impact in Iowa:

- **$1.7 billion** in value added
- More than **14,000 jobs**
- **$1.2 billion** in labor income
- **Nearly $3.1 billion** in output (total sales)
- **$322 million** in total taxes paid

More detailed economic impact results as well as regional impact breakouts for Des Moines, Cedar Rapids, and Council Bluffs are presented in Section 5. As a whole, Iowa data centers are estimated to have impact multipliers that are comparable to many manufacturing industries in the state, with a lower value-added multiplier but a higher output multiplier than any of the manufacturing industries examined (Section 5.3).

Looking forward[1], if all 105 of the currently planned or announced data centers in Iowa were to become operational, based on average impacts per MWh of capacity of those currently operating, the total annual value added in the state from data centers could rise to $3.2 billion; account for more than 18,100 jobs; provide nearly $1.6 billion in labor income; result in nearly $6 billion in total output, and contribute more than $650 million in total taxes paid.

[1] *Note of caution on forward looking statement: As new data centers are generally larger than existing data centers, there is likely to be significant efficiencies in operations, and scale economics that will result, thus this forward-looking statement is likely at the upper end of impacts that would occur if all the planned data centers become operational.*

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The total impact of currently operating data centers in Iowa represents approximately 0.33% of statewide employment, 0.36% of state labor income, 0.51% of state value added, and 0.44% of state output. Of the 470 IMPLAN industries present in Iowa, data centers currently rank 131st in terms of employment, 94th by labor income, 85th by value added, and 99th by output.

Currently operating data centers are estimated to directly employ 3,280 workers. Industries with a similar level of employment in Iowa include car washes, dairy cattle and milk production, poultry and egg production, rail transportation, and business and professional associations. Similarly, the value added directly attributed to data centers in Iowa ($843 million) is comparable to the value added generated by industries such as wood windows and door manufacturing, biological product manufacturing, software publishers, management consulting services, landscape and horticultural services, and various construction industries.

Employment of Data Centers and Comparable Iowa Industries

Industry	Employment
Car washes	3,733
Dairy cattle and milk production	3,535
Bread and bakery product, except frozen, manufacturing	3,393
Poultry and egg production	3,310
Data centers	**3,280**
Rail transportation	3,197
Personal and household goods repair and maintenance	3,008
Business and professional associations	2,977
Performing arts companies	2,970
Valve and fittings, other than plumbing, manufacturing	2,725
Local government passenger transit	2,476
Motion picture and video industries	2,455

Value Added of Data Centers and Comparable Iowa Industries

Industry	Value Added ($ Million)
Wood windows and door manufacturing	$ 895.4
Biological product (except diagnostic) manufacturing	$ 888.1
Construction of other new nonresidential structures	$ 868.8
Software publishers	$ 858.1
Data centers	**$ 843.0**
Services to buildings	$ 818.2
Management consulting services	$ 817.1
Postal service	$ 786.2
Construction of new educational and vocational structures	$ 765.1
Construction of new multifamily residential structures	$ 757.8
Breakfast cereal manufacturing	$ 744.2
Landscape and horticultural services	$ 737.7

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2 Introduction

Data is changing rapidly with regards to data center facilities operating, under construction, or planned. The U.S. has over 4,000 data centers with figures varying slightly by source but estimates consistently place the number between 4,000 to over 5,400 operational data centers in the U.S., leading the world, driven by AI and cloud demand, with Virginia, Texas, and California as key hubs.

According to Datacentermap.com[2], Iowa has 105 data centers either operating, under construction, or in the planning stage. These data centers are mostly located in 10 clusters within Iowa (see Figure 1). According to the data, there are 77 data centers operating, under construction, or planned for the Des Moines area; 13 in the Council Bluffs area; 4 in the Cedar Rapids area; 3 in Davenport/Bettendorf; 2 in Monticello; 2 in Waterloo; and 1 each in Cedar Falls, Greenfield, Sioux City, and Lake Park within Iowa.

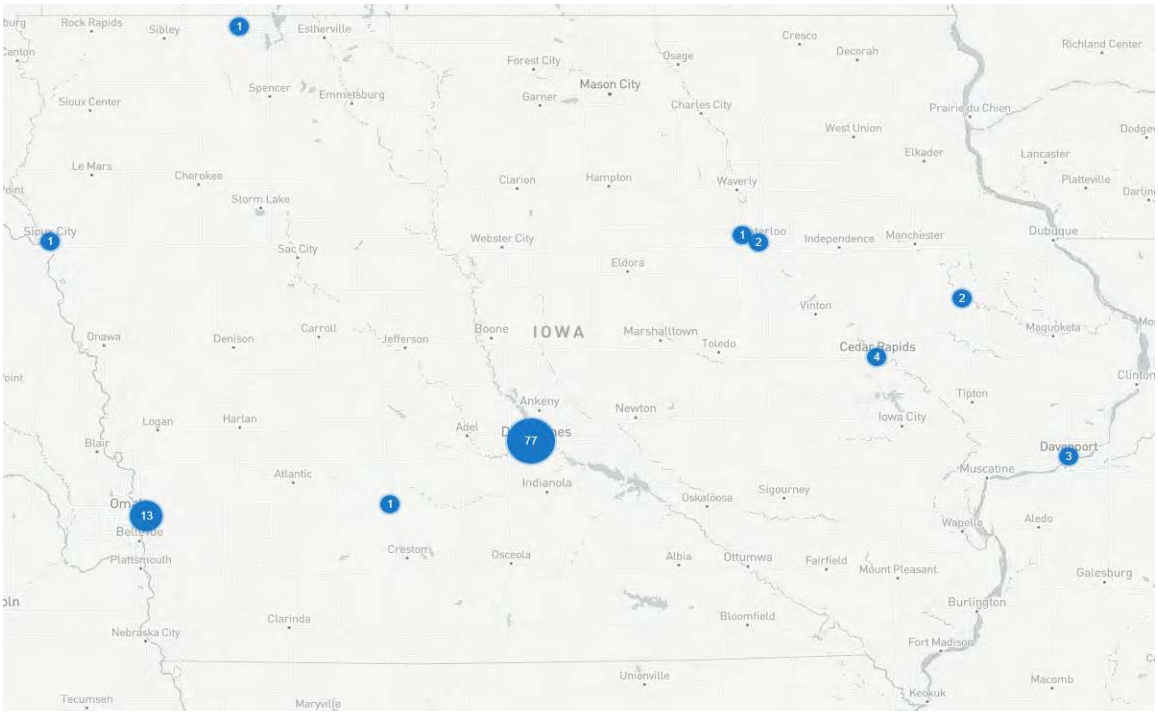

Figure 1. Data Center Clusters in Iowa

According to Blackridge Research[3], the largest data center in the U.S. in 2025 is Meta's Altoona Data Center in Altoona, Iowa with more than 1,400 MW of IT load capacity. The Altoona Data Center, located in Altoona, is one of Meta's largest operational facilities in the United States. The estimated IT load of

[2] https://www.datacentermap.com/

[3] https://www.blackridgeresearch.com/blog/largest-top-biggest-data-centers-in-united-states-list?

the facility is approximately 1,401 MW. The data center broke ground in 2013. When fully completed, the center is planned to exceed 5 million square feet with a total capital expenditure investment of $2.5 billion.

While Meta is the owner and operator, Turner Construction Company[4] is the general contractor of this facility. The site is a pilot for electric and hybrid construction equipment. It was the first of the eight data center halls for the new campus in central Iowa. The facility is a two-story "H" structure. The facility supports over 400 operational jobs and is powered entirely by renewable energy.



There are other large data center facilities recently built, under construction, or in advanced planning stages by more than a dozen firms in Iowa. Major data center operators in Iowa include Google, Meta, Microsoft, Apple, Ark Data, QTS, Cologix, Colohub, Heartland Technology, Consolidated Communications, Fidium, Windstream, and LightEdge with facilities in 10 markets within Iowa.

According to Cleanview.com[5], in December 2025 there were 9 operating data center clusters with 492 MW of capacity. Additional details on existing data centers were obtained from Baxtel[6] and from Data Center Map[7]. Drawing from the resources already cited as well as industry information, a table of operating data centers in Iowa in 2025 was created (Table 2). This table lists 33 data centers or data center complexes with number of units in the complex, capacity (if known or stated), location by county, and the year operations started at that location based on public information.

[4] Turner Construction Company, 4200 Corporate Dr. Suite 180, West Des Moines, IA 50266 founded in 1902 is one of Iowa's leading general contractors.

[5] https://cleanview.co/public/data-centers/iowa

[6] https://baxtel.com/map

[7] https://datacentermap.com/usa/iowa

Table 2. Operating Data Centers in Iowa (2025)

Operating Data Centers in Iowa (2025)				
Data Center	**Units in Cluster**	**Capacity**	**Location (County)**	**Year Operations Started**
Meta Altoona Data Center	10	60/1,400	Polk County	2019
Cologix	1	1	Black Hawk	2004
Cologix DSM1 & DSM2	2	0.6	Polk	2024
Google CB Campus 2 West	7	125	Pottawattamie	2020
Google CB Campus 2 East	TBD	125	Pottawattamie	2025
Google CB Campus 1	1	300	Pottawattamie	2009
DIGT Pioneer IA5	TBD	5	Polk	2025
Microsoft Project Mountain	2	100	Polk	2009
Microsoft Project Alluvion	10	200	Polk	(ND)
LightEdge Altoona 1 & 2	4	6	Polk	2012
Connect: Des Moines	1	(ND)	Polk	2024
US Signal Des Moines	1	2	Dallas	2009
Aureon Downtown	1	1	Polk	(ND)
Aureon West Des Moines	1	1	Polk	(ND)
Windstream West Des Moines	1	1.6	Polk	(ND)
InfoBunker Des Moines	1	(ND)	Dallas	(ND)
Lumen Des Moines	1	(ND)	Polk	(ND)
IP Pathways Urbandale	1	(ND)	Polk	(ND)
CyrusOne OCB1	1	(ND)	Pottawattamie	(ND)
InfoBunker Boone	2	(ND)	Boone	(ND)
Windstream	1	(ND)	Dubuque	(ND)
Ark Data Centers	1	(ND)	Linn	2008
Enseva	1	(ND)	Linn	(ND)
Google	1	(ND)	Linn	(ND)
Cologix Cedar Falls	1	(ND)	Black Hawk	(ND)
MiningStore	1	(ND)	Grundy	2025
Cologix Cedar Falls	1	(ND)	Black Hawk	(ND)
FiberComm LC	1	(ND)	Sioux	(ND)
Great Lakes Colocation Data Center	1	(ND)	Dickinson	(ND)
Applied Digital Corporation	1	(ND)	Adair	(ND)
US Secure Hosting Center	1	(ND)	Jone	(ND)
Infrasturucture Technology Solutions	1	(ND)	Jones	(ND)
Apple Waukee	1	(ND)	Dallas	2020
(ND) means non-disclosed				

And, according to Cleanview.com, there are 9 planned projects that would add 2,558 MW of additional capacity. Cleanview.com posts a list of the largest planned data centers in Iowa—ranked by projected capacity in megawatts. These facilities are currently in development and expected to come online in the coming years. They are shown in Table 3.

Table 3. Data Centers In Construction or Planned

Planned Data Centers in Iowa -- Beyond 2025				
Data Center	**Units in Cluster**	**Capacity**	**Location (County)**	**Year Operations Planned**
QTS: Big Cedar Industrial Center	1+	616	Linn	TBD
Cedar Rapids Data Center	1+	600	Linn	2026
Microsoft Project Ginger East	5	444	Polk	2027
Microsoft Project Ginger West	5	207	Polk	2026
Microsoft Van Meter	(ND)	415	Dallas	TBD
Microsoft Project Osmium	5	150	Polk	2025
Microsoft Project Ruthenium	1+	113	Polk	2026
Edged Des Moines	1+	13	Polk	2027
Project Lola	1+	(ND)	Pottawattamie	(ND)
COPT Van Meter	15	(ND)	Dallas	(ND)
Edged Ankeny	1+	(ND)	Polk	(ND)
Apple Waukee	5	(ND)	Dallas	(ND)
Meta Davenport	2	(ND)	Scott	(ND)
Edged Energy CB	3	(ND)	Pottawattamie	(ND)
(ND) means non-disclsed				

3 Project Scope

The scope of this project consists of three elements. First is to quantify the economic contribution to the economy in Iowa of these data centers both from construction and operations, with quantification segmented by those data centers that are already operating in 2025 and those that are under construction or in advanced planning stages. The second element consists of three regional assessments (Des Moines Metro Area, Cedar Rapids Metro area, and the Council Bluffs Metro Area). The third component is a comparison of the state level "multipliers" for data centers versus multipliers for heavy industry manufacturing.

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4 Methodology

This economic impact study has been conducted using a combination of IMPLAN and Microsoft Excel. IMPLAN is an input-output model used to understand industry relationships and conduct economic assessments for specified local economies. IMPLAN datasets are constructed annually and are derived from many different sources, including the U.S. Bureau of Labor Statistics (BLS), the U.S. Bureau of Economic Analysis (BEA), the U.S. Bureau of Economic Analysis Benchmark Input-Output Account of the U.S., the BEA output estimates, the U.S. Census Bureau's economic censuses and surveys, the U.S. Department of Agriculture's census, and more.

Due to its long history and acceptance, the IMPLAN modeling system is our preferred modeling system for these types of analyses and is commonly used by our team and amongst our peers in the industry. We have employed rigorous, industry-standard economic impact methodology within the scope of this project.

The economic impacts in this report occur in four regions. These regions and their associated IMPLAN models are:

- Iowa – State of Iowa model
- Des Moines Area – combined Dallas and Polk Counties model
- Cedar Rapids Area – Linn County model
- Council Bluffs Area – Pottawattamie County model

4.1 Economic Impact Terminology

Within IMPLAN, the effects of an economic impact or contribution event are expressed in terms of direct, indirect, and induced effects. These different effect types are defined as follows:

- **Direct Effects** – The economic activity directly attributable to the industry or event under analysis; in this study, the construction and operations of data centers throughout Iowa.
- **Indirect Effects** – The effects of local inter-industry spending throughout the supply chain, (i.e., concrete and steel purchased for use in the construction of a data center).
- **Induced Effects** – The results of employees of the directly and indirectly affected industries spending their income throughout the local economy.
- **Total Effect** – The sum of direct, indirect, and induced effects.

The 2024 IMPLAN data package, which is the most recent data available, was used for this analysis. Dollar denominated results are expressed in 2025 dollars using inflators contained within the IMPLAN modeling system. The results of this analysis are presented using the following common economic modeling terms:

- **Output:** The broadest measure of economic activity – also commonly referred to as "sales." Output refers to the total value of all sales of an industry within a study area without any deductions for the cost or origination of inputs that were used in the production process.

- **Value Added:** A component of output, this measure includes the total sales minus the costs of inputs. An entity's value added is equivalent to its contribution to GDP.
- **Labor Income:** A subset of value added, includes the sum of employee compensation (i.e., wages and benefits) and proprietor income (i.e., income of self-employed workers).
- **Employment (Jobs):** A measure of part- and full-time job positions, including contract workers, without regard to their full-time equivalence. Since it is not representative solely of full-time positions or full-time equivalents, care must be taken when drawing comparisons to other measures of employment.

4.2 Model Inputs

Information about data centers (size, power consumption, operation date, capital expenditure for planned projects, etc.) was gathered from a variety of sources: Blackridge Research, Data Center Map, Cleanview, Baxtel, and public news articles and press releases.

4.2.1 Operations

A study conducted by PwC for the Data Center Coalition[8] estimated the economic contribution of the data center industry in each of the 50 states for 2022 and 2023. IMPLAN Industry 418, data processing, hosting, and related services, was used as the basis for this analysis. The Iowa employment value for the data center industry estimated by PwC (calculated as the 2022-2023 average) was brought forward to 2024 according to Industry 418's growth in labor income less overall wage growth in the U.S. over this period, resulting in a direct employment value of 4,447.

Within IMPLAN, Industry 418's inter-industry expenditures were adjusted so that 40% of spending was associated with consumption of electricity. This reflects results of a survey of data center operators in Virginia[9]. For the regional operations impact inputs, the statewide input values were distributed to each region according to that region's estimated share of statewide data center power consumption.

4.2.2 Construction

Capital expenditures for planned Iowa data centers were acquired from the sources mentioned above. For the few data centers that did not have a disclosed capital expenditure amount, it was estimated using the average price per megawatt of similarly sized data centers. Total capital expenditures in Iowa for announced projects that are currently under development is estimated to be nearly $8.5 billion. However, the data center industry as a whole is in a state of rapid

[8] https://www.centerofyourdigitalworld.org/2025-impact-study

[9] https://jlarc.virginia.gov/pdfs/reports/Rpt598.pdf

change. Plans for what computer hardware will be put inside a data center can change even as construction of a site is in progress. As a result, this total capital expenditure may change.

According to a business that is involved in data center construction, approximately 70% of a data center's total cost is servers and other computer hardware, around 28% is construction costs, and less than 2% is networking costs. Server cost was excluded from this analysis, as it is expected to be produced outside of the state. For each data center, the estimated construction cost was entered into Industry 50, construction of new commercial structures, and the estimated networking cost was entered into Industry 442, computer systems design services.

5 Results

5.1 Statewide Impact Study

5.1.1 Operations

Data centers in Iowa are estimated to directly employ more than 4,400 workers who collectively earn $531 million in wages annually and generate nearly $1.0 billion in value added (equivalent to GDP) across $1.7 billion in sales (output). Operating data centers also greatly impact the state through indirect and induced effects, resulting in a total impact much greater than the initial, direct value. The total (annual) impact of data center operations in Iowa is estimated to be 9,139 jobs, $828 million in labor income, and $1.6 billion in value added (Table 4). Given the various data center construction projects that are currently underway in the state, it is expected that these values will grow over the next few years.

Table 4. Economic Impact of Data Center Operations in Iowa

Economic Impact of Data Center Operations in Iowa				
Impact Type	Annual Employment	Labor Income ($ Million)	Value Added ($ Million)	Output ($ Million)
Direct	4,447	$ 531	$ 987	$ 1,749
Indirect	2,119	$ 159	$ 362	$ 793
Induced	2,572	$ 138	$ 279	$ 460
Total	**9,139**	**$ 828**	**$ 1,628**	**$ 3,002**

Iowa data centers are estimated to generate $176 million in direct tax revenue, with $45 million at the state and local levels and $131 million at the federal level. Accounting for indirect and induced effects, the total tax impact increases to $125 million at the state and local levels and $206 million at the federal level (Table 5).

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Table 5. Tax Impact of Data Center Operations in Iowa

Tax Impact of Data Center Operations in Iowa			
Impact Type	State and Local ($ Million)	Federal ($ Million)	Total ($ Million)
Direct	$ 45	$ 131	$ 176
Indirect	$ 52	$ 41	$ 93
Induced	$ 28	$ 34	$ 62
Total	**$ 125**	**$ 206**	**$ 330**

Table 6 shows the top sectors[10] of the Iowa economy that are most impacted through indirect and induced effects by operating data centers within the state. Utilities (which includes electric power generation and transmission) has the greatest impact of $174 million in value added, followed by the real estate and rental and leasing sector with $90 million and the finance and insurance sector with $51 million.

Table 6. Top Sectors Impacted by Data Center Operations in Iowa

Top Sectors Impacted by Data Center Operations in Iowa		
Sector (Indirect and Induced Impacts)	Total Value Added ($M)	
Utilities	$	174
Real Estate and Rental and Leasing	$	90
Finance and Insurance	$	51
Health Care and Social Assistance	$	46
Professional, Scientific, and Technical Services	$	42
Information	$	39
Retail Trade	$	37
Administrative and Support and Waste Management Services	$	33
Transportation and Warehousing	$	23
Accommodation and Food Services	$	22

5.1.2 Capital Expenditures

A number of data center facilities are currently being constructed within Iowa with operations expected to begin in the upcoming years. While computing hardware will come mostly from outside of the state, the construction of the buildings, infrastructure, and communications network will have an impact on the state economy. This impact is estimated at more than 12,500 jobs supported, $1.0 billion in labor income, $1.2 billion in value added, and $2.5 billion

[10] The sectors shown are aggregations based on 2-digit NAICS codes. The relationship between IMPLAN industries and 2-digit NAICS codes is shown in Appendix A

in output when looking at construction activities directly. Indirect and induced impacts are estimated to provide an additional 7,394 jobs, $477 million in labor income, $881 million in value added, and $1.6 billion in output (Table 7). Note that while operations impacts are expected to occur each year for as long as the data center is in service, construction impacts are a one-time event.

Table 7. Economic Impact of Data Center Capital Expenditures in Iowa

Economic Impact of Data Center Capital Expenitures in Iowa				
Impact Type	Annual Employment	Labor Income ($ Million)	Value Added ($ Million)	Output ($ Million)
Direct	12,663	$ 1,027	$ 1,228	$ 2,500
Indirect	2,718	$ 226	$ 373	$ 760
Induced	4,676	$ 251	$ 507	$ 836
Total	**20,057**	**$ 1,504**	**$ 2,108**	**$ 4,096**

The construction of data centers in Iowa is expected to directly generate $245 million in tax revenue, with $42 million of this total at the state and local levels and $204 million at the federal level. Total taxes generated are estimated at $446 million after accounting for indirect and induced effects, with $130 million at the state and local levels and $316 million at the federal level (Table 8).

Table 8. Tax Impact of Data Center Capital Expenditures in Iowa

Tax Impact of Data Center Capital Expenditures in Iowa			
Impact Type	State and Local ($ Million)	Federal ($ Million)	Total ($ Million)
Direct	$ 42	$ 204	$ 245
Indirect	$ 38	$ 51	$ 88
Induced	$ 51	$ 62	$ 112
Total	**$ 130**	**$ 316**	**$ 446**

The top sectors of the Iowa economy impacted through indirect and induced effects by data center construction are real estate and rental and leasing ($145 million in value added), wholesale trade ($106 million), health care and social assistance ($84 million), and manufacturing ($82 million). Additionally, the finance and insurance, retail trade, professional, scientific, and technical services, and transportation and warehousing sectors all have an estimated value added impact of more than $50 million (Table 9).

Table 9. Top Sectors Impacted by Data Center Capital Expenditures in Iowa

Top Sectors Impacted by Data Center Capital Expenditures in Iowa		
Sector (Indirect and Induced Impacts)	Total Value Added ($M)	
Real Estate and Rental and Leasing	$	145
Wholesale Trade	$	106
Health Care and Social Assistance	$	84
Manufacturing	$	82
Finance and Insurance	$	79
Retail Trade	$	72
Professional, Scientific, and Technical Services	$	56
Transportation and Warehousing	$	50
Other Services (except Public Administration)	$	35
Administrative and Support and Waste Management Services	$	31

5.2 Three Regional Impact Studies

5.2.1 Des Moines

5.2.1.1 Operations

The majority of currently operating Iowa data centers (in terms of power capacity) are in the Des Moines area. Data centers in Des Moines are estimated to directly employ 3,280 workers who collectively earn $448 million in wages annually and generate $843 million in value added from $1.4 billion in sales (output). Data centers also greatly impact the area through indirect and induced effects, which are estimated at 3,710 jobs, $269 million in labor income, $540 million in value added, and $963 million in output. This results in a total (annual) impact of 6,990 jobs, $718 million in labor income, nearly $1.4 billion in value added, and nearly $2.4 billion in output (Table 10).

Table 10. Economic Impact of Data Center Operations in Des Moines

Economic Impact of Data Center Operations in Des Moines							
Impact Type	Annual Employment		Labor Income ($ Million)		Value Added ($ Million)		Output ($ Million)
Direct	3,280	$	448	$	843	$	1,405
Indirect	1,702	$	145	$	297	$	580
Induced	2,008	$	125	$	243	$	383
Total	**6,990**	**$**	**718**	**$**	**1,383**	**$**	**2,368**

Des Moines data centers are estimated to generate $137 million in direct tax revenue, with $34 million at the state and local levels and $103 million at the federal level. Accounting for indirect and induced effects, the total tax impact increases to $87 million at the state and local levels

and $164 million at the federal level, for a total of $251 million across all levels of taxation (Table 11).

Table 11. Tax Impact of Data Center Operations in Des Moines

Tax Impact of Data Center Operations in Des Moines			
Impact Type	State and Local ($ Million)	Federal ($ Million)	Total ($ Million)
Direct	$ 34	$ 103	$ 137
Indirect	$ 32	$ 33	$ 65
Induced	$ 20	$ 28	$ 49
Total	**$ 87**	**$ 164**	**$ 251**

Table 12 shows the sectors of the Des Moines economy that are most impacted through indirect and induced effects by operating data centers within the area. Utilities (which includes electric power generation and transmission) has the greatest impact of $109 million in value added, followed by the real estate and rental and leasing sector with $79 million and the professional, scientific, and technical services sector with $51 million. Additionally, the finance and insurance and information sectors have an estimated value-added impact of more than $40 million.

Table 12. Top Sectors Impacted by Data Center Operations in Des Moines

Top Sectors Impacted by Data Center Operations in Des Moines	
Sector (Indirect and Induced Impacts)	Total Value Added ($M)
Utilities	$ 109
Real Estate and Rental and Leasing	$ 79
Professional, Scientific, and Technical Services	$ 49
Finance and Insurance	$ 45
Information	$ 42
Health Care and Social Assistance	$ 38
Administrative and Support and Waste Management Services	$ 35
Retail Trade	$ 30
Transportation and Warehousing	$ 20
Wholesale Trade	$ 20

5.2.1.2 Capital Expenditures

Multiple data center facilities are currently being constructed in the Des Moines area with operations expected to begin in the upcoming years. The construction impact (which excludes computing equipment coming from outside of the area) is estimated at nearly 8,600 jobs supported, $785 million in labor income, $944 million in value added, and $1.8 billion in output when looking at construction activities directly. Indirect and induced impacts are estimated to provide an additional 5,544 jobs, $409 million in labor income, $733 million in value added, and $1.2 billion in output (Table 13).

Table 13. Economic Impact of Data Center Capital Expenditures in Des Moines

Economic Impact of Data Center Capital Expenitures in Des Moines				
Impact Type	Annual Employment	Labor Income ($ Million)	Value Added ($ Million)	Output ($ Million)
Direct	8,594	$ 785	$ 944	$ 1,808
Indirect	2,179	$ 201	$ 326	$ 605
Induced	3,366	$ 209	$ 408	$ 642
Total	**14,139**	**$ 1,195**	**$ 1,677**	**$ 3,054**

The construction of data centers in Des Moines is expected to directly generate $173 million in tax revenue, with $28 million of this total and the state and local levels and $145 million at the federal level. Total taxes generated are estimated at $322 million after accounting for indirect and induced effects, with $89 million at the state and local levels and $233 million at the federal level (Table 14).

Table 14. Tax Impact of Data Center Capital Expenditures in Des Moines

Tax Impact of Data Center Capital Expenditures in Des Moines			
Impact Type	State and Local ($ Million)	Federal ($ Million)	Total ($ Million)
Direct	$ 28	$ 145	$ 173
Indirect	$ 26	$ 42	$ 68
Induced	$ 34	$ 47	$ 81
Total	**$ 89**	**$ 233**	**$ 322**

The top sectors of the Des Moines economy impacted through indirect and induced effects by data center construction are real estate and rental and leasing ($118 million in value added), wholesale trade ($105 million), finance and insurance ($67 million), and health care and social assistance ($64 million) (Table 15).

Table 15. Top Sectors Impacted by Data Center Capital Expenditures in Des Moines

Top Sectors Impacted by Data Center Capital Expenditures in Des Moines		
Sector (Indirect and Induced Impacts)	Total Value Added ($M)	
Real Estate and Rental and Leasing	$	118
Wholesale Trade	$	105
Finance and Insurance	$	67
Health Care and Social Assistance	$	64
Professional, Scientific, and Technical Services	$	63
Retail Trade	$	53
Manufacturing	$	46
Transportation and Warehousing	$	43
Administrative and Support and Waste Management Services	$	30
Information	$	30

5.2.2 Cedar Rapids

5.2.2.1 Operations

The Cedar Rapids area currently has just two small data centers in operation. However, additional data centers are planned to begin operating in 2026. Currently, data centers in Cedar Rapids are estimated to directly provide 17 jobs, 2.4 million in labor income, $4.4 million in value added, and $7.4 million in output. After accounting for indirect and induced effects, the total (annual) impact increases to 36 jobs, $3.6 million in labor income, $7.1 million in value added, and $12.6 million in output (Table 16).

Table 16. Economic Impact of Data Center Operations in Cedar Rapids

Economic Impact of Data Center Operations in Cedar Rapids				
Impact Type	Annual Employment	Labor Income ($ Million)	Value Added ($ Million)	Output ($ Million)
Direct	17	$ 2.4	$ 4.4	$ 7.4
Indirect	9	$ 0.7	$ 1.6	$ 3.4
Induced	10	$ 0.6	$ 1.1	$ 1.9
Total	**36**	**$ 3.6**	**$ 7.1**	**$ 12.6**

Cedar Rapids data centers are estimated to generate $0.7 million in direct tax revenue, with $0.2 million at the state and local levels and $0.5 million at the federal level. Accounting for indirect and induced effects, the total tax impact increases to $0.5 million at the state and local levels and $0.8 million at the federal level, for a total of $1.3 million across all levels of taxation (Table 17).

Table 17. Tax Impact of Data Center Operations in Cedar Rapids

Tax Impact of Data Center Operations in Cedar Rapids			
Impact Type	State and Local ($ Million)	Federal ($ Million)	Total ($ Million)
Direct	$ 0.2	$ 0.5	$ 0.7
Indirect	$ 0.2	$ 0.2	$ 0.4
Induced	$ 0.1	$ 0.1	$ 0.2
Total	**$ 0.5**	**$ 0.8**	**$ 1.3**

The top sectors of the Cedar Rapids economy impacted through indirect and induced effects by data center operations are utilities ($0.7 million in value added), real estate and rental and leasing ($0.3 million), and health care and social assistance ($0.2) (Table 18).

Table 18. Top Sectors Impacted by Data Center Operations in Cedar Rapids

Top Sectors Impacted by Data Center Operations in Cedar Rapids		
Sector (Indirect and Induced Impacts)	Total Value Added ($M)	
Utilities	$	0.7
Real Estate and Rental and Leasing	$	0.3
Health Care and Social Assistance	$	0.2
Information	$	0.2
Professional, Scientific, and Technical Services	$	0.2
Finance and Insurance	$	0.2
Retail Trade	$	0.1
Administrative and Support and Waste Management Services	$	0.1
Transportation and Warehousing	$	0.1
Accommodation and Food Services	$	0.1

5.2.2.2 Capital Expenditures

Two large data center facilities are currently being constructed in the Cedar Rapids area with operations expected to begin in 2026. The construction impact (which excludes computing equipment coming from outside of the area) is estimated at 1,960 jobs supported, $161 million in labor income, $195 million in value added, and $392 million in output when looking at construction activities directly. Indirect and induced impacts are estimated to provide an additional 1,071 jobs, $71 million in labor income, $131 million in value added, and $230 million in output (Table 19).

Table 19. Economic Impact of Data Center Capital Expenditures in Cedar Rapids

Economic Impact of Data Center Capital Expenitures in Cedar Rapids							
Impact Type	Annual Employment		Labor Income ($ Million)		Value Added ($ Million)		Output ($ Million)
Direct	1,960	$	161	$	195	$	392
Indirect	411	$	34	$	57	$	109
Induced	660	$	37	$	74	$	121
Total	**3,030**	**$**	**232**	**$**	**326**	**$**	**622**

The construction of data centers in Cedar Rapids is expected to directly generate $36 million in tax revenue, with $6 million of this total and the state and local levels and $30 million at the federal level. Total taxes generated are estimated at $65 million after accounting for indirect and induced effects, with $19 million at the state and local levels and $46 million at the federal level (Table 20).

Table 20. Tax Impact of Data Center Capital Expenditures in Cedar Rapids

Tax Impact of Data Center Capital Expenditures in Cedar Rapids			
Impact Type	State and Local ($ Million)	Federal ($ Million)	Total ($ Million)
Direct	$ 6	$ 30	$ 36
Indirect	$ 6	$ 7	$ 13
Induced	$ 7	$ 9	$ 15
Total	**$ 19**	**$ 46**	**$ 65**

The top sectors of the Cedar Rapids economy impacted through indirect and induced effects by data center construction are real estate and rental and leasing ($20 million in value added), wholesale trade ($19 million), health care and social assistance ($14 million), and finance and insurance ($12 million) (Table 21).

Table 21. Top Sectors Impacted by Data Center Capital Expenditures in Cedar Rapids

Top Sectors Impacted by Data Center Capital Expenditures in Cedar Rapids	
Sector (Indirect and Induced Impacts)	Total Value Added ($M)
Real Estate and Rental and Leasing	$ 20
Wholesale Trade	$ 19
Health Care and Social Assistance	$ 14
Finance and Insurance	$ 12
Professional, Scientific, and Technical Services	$ 11
Retail Trade	$ 10
Transportation and Warehousing	$ 8
Information	$ 6
Administrative and Support and Waste Management Services	$ 5
Other Services (except Public Administration)	$ 5

5.2.3 Council Bluffs

5.2.3.1 Operations

Council Bluffs is the second largest data center hub (in terms of power capacity) in Iowa. Data centers in Council Bluffs are estimated to directly employ 1,051 workers who collectively earn $194 million in wages annually and generate $369 million in value added from $549 million in sales (output). Data centers also greatly impact the area through indirect and induced effects, which are estimated at 898 jobs, $55 million in labor income, $118 million in value added, and $227 million in output. This results in a total (annual) impact of 1,949 jobs, $249 million in labor income, nearly $486 million in value added, and $775 million in output (Table 22).

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Table 22. Economic Impact of Data Center Operations in Council Bluffs

Economic Impact of Data Center Operations in Council Bluffs				
Impact Type	Annual Employment	Labor Income ($ Million)	Value Added ($ Million)	Output ($ Million)
Direct	1,051	$ 194	$ 369	$ 549
Indirect	439	$ 32	$ 71	$ 148
Induced	458	$ 23	$ 47	$ 79
Total	**1,949**	**$ 249**	**$ 486**	**$ 775**

Council Bluffs data centers are estimated to generate $57 million in direct tax revenue, with $34 million at the state and local levels and $103 million at the federal level. Accounting for indirect and induced effects, the total tax impact increases to $12 million at the state and local levels and $59 million at the federal level, for a total of $84 million across all levels of taxation (Table 23).

Table 23. Tax Impact of Data Center Operations in Council Bluffs

Tax Impact of Data Center Operations in Council Bluffs			
Impact Type	State and Local ($ Million)	Federal ($ Million)	Total ($ Million)
Direct	$ 12	$ 46	$ 57
Indirect	$ 8	$ 8	$ 16
Induced	$ 5	$ 5	$ 10
Total	**$ 25**	**$ 59**	**$ 84**

The sectors of the Council Bluffs economy that are most impacted through indirect and induced effects by operating data centers within the area are: Utilities (which includes electric power generation and transmission) with an impact of $29 million in value added, followed by the real estate and rental and leasing sector with $20 million and the information sector with $11 million (Table 24).

Table 24. Top Sectors Impacted by Data Center Operations in Council Bluffs

Top Sectors Impacted by Data Center Operations in Council Bluffs	
Sector (Indirect and Induced Impacts)	Total Value Added ($M)
Utilities	$ 29
Real Estate and Rental and Leasing	$ 20
Information	$ 11
Health Care and Social Assistance	$ 10
Administrative and Support and Waste Management Services	$ 9
Retail Trade	$ 7
Professional, Scientific, and Technical Services	$ 7
Accommodation and Food Services	$ 5
Finance and Insurance	$ 4
Transportation and Warehousing	$ 4

5.2.3.2 Capital Expenditures

The construction impact (which excludes computing equipment coming from outside of the area) of data centers in Council Bluffs is estimated at nearly 1,600 jobs supported, $119 million in labor income, $144 million in value added, and $300 million in output when looking at construction activities directly. Indirect and induced impacts are estimated to provide an additional 516 jobs, $31 million in labor income, $59 million in value added, and $108 million in output (Table 25).

Table 25. Economic Impact of Data Center Capital Expenditures in Council Bluffs

Economic Impact of Data Center Capital Expenitures in Council Bluffs				
Impact Type	Annual Employment	Labor Income ($ Million)	Value Added ($ Million)	Output ($ Million)
Direct	1,561	$ 119	$ 144	$ 300
Indirect	214	$ 16	$ 29	$ 56
Induced	302	$ 15	$ 31	$ 52
Total	**2,076**	**$ 151**	**$ 203**	**$ 408**

The construction of data centers in Council Bluffs is expected to directly generate $173 million in tax revenue, with $28 million of this total and the state and local levels and $145 million at the federal level. Total taxes generated are estimated at $322 million after accounting for indirect and induced effects, with $89 million at the state and local levels and $233 million at the federal level (Table 26).

Table 26. Tax Impact of Data Center Capital Expenditures in Council Bluffs

Tax Impact of Data Center Capital Expenditures in Council Bluffs			
Impact Type	State and Local ($ Million)	Federal ($ Million)	Total ($ Million)
Direct	$ 4	$ 23	$ 27
Indirect	$ 4	$ 4	$ 7
Induced	$ 3	$ 4	$ 7
Total	**$ 11**	**$ 30**	**$ 41**

The top sectors of the Council Bluffs economy impacted through indirect and induced effects by data center construction are wholesale trade ($12 million in value added), real estate and rental and leasing ($11 million), and health care and social assistance ($6 million) (Table 27).

Table 27. Top Sectors Impacted by Data Center Capital Expenditures in Council Bluffs

Top Sectors Impacted by Data Center Capital Expenditures in Council Bluffs		
Sector (Indirect and Induced Impacts)		Total Value Added ($M)
Wholesale Trade	$	12
Real Estate and Rental and Leasing	$	11
Health Care and Social Assistance	$	6
Retail Trade	$	5
Transportation and Warehousing	$	4
Professional, Scientific, and Technical Services	$	3
Administrative and Support and Waste Management Services	$	3
Information	$	3
Accommodation and Food Services	$	2
Finance and Insurance	$	2

5.3 Comparison of Data Centers to Other Industries in Iowa

Table 28 shows the (state level) economic impact multipliers for data center operations along with multipliers for various manufacturing industries that have a significant presence in Iowa (at least 1,000 employees). Data centers in Iowa have an estimated employment multiplier of 2.05, meaning that for every worker directly employed by a data center, an additional 1.05 jobs are supported in other industries throughout the state. Similarly, the data center industry's output multiplier of 1.72 means that for every dollar in revenue generated by data centers, an additional 72 cents in sales occurs in other industries throughout the state.

Relative to the nine selected manufacturing industries, the data center industry's employment multiplier of 2.05 ranks in the middle (5th out of 10 industries). The data center industry's labor income multiplier of 1.56 ranks last among the industries shown but is very close to some industries such as sheet metal work manufacturing and conveyor and conveying equipment manufacturing. Similarly, the value-added multiplier of 1.65 is the smallest among the selected industries. However, the data center industry's output multiplier of 1.72 is the highest of all industries shown.

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Table 28. Data Center Impact Multiplier Comparison to Various Manufacturing Industries

Data Center Impact Multiplier Comparison to Various Manufacturing Industries				
Industry	Employment Multiplier	Labor Income Multiplier	Value Added Multiplier	Output Multiplier
Data Centers	**2.05**	**1.56**	**1.65**	**1.72**
Air conditioning, refrigeration, and warm air heating equipment manufacturing	2.12	1.97	1.93	1.50
Aluminum sheet, plate, and foil manufacturing	3.60	2.44	2.23	1.45
Conveyor and conveying equipment manufacturing	1.96	1.59	1.85	1.56
Iron and steel mills and ferroalloy manufacturing	4.85	3.07	2.24	1.51
Metal window and door manufacturing	1.81	1.64	1.86	1.45
Motor vehicle body manufacturing	2.10	1.83	2.21	1.55
Other plastics product manufacturing	1.85	1.72	1.98	1.50
Sheet metal work manufacturing	1.74	1.57	1.71	1.46
Wood windows and door manufacturing	2.00	1.66	1.98	1.60

Figure 2 shows a comparison of the economic contribution of currently operating data centers to casinos in Iowa across the four main economic indicators (output, value added, labor income, and employment). In terms of total economic contribution (accounting for indirect and induced effects), data centers are larger across all four measures.

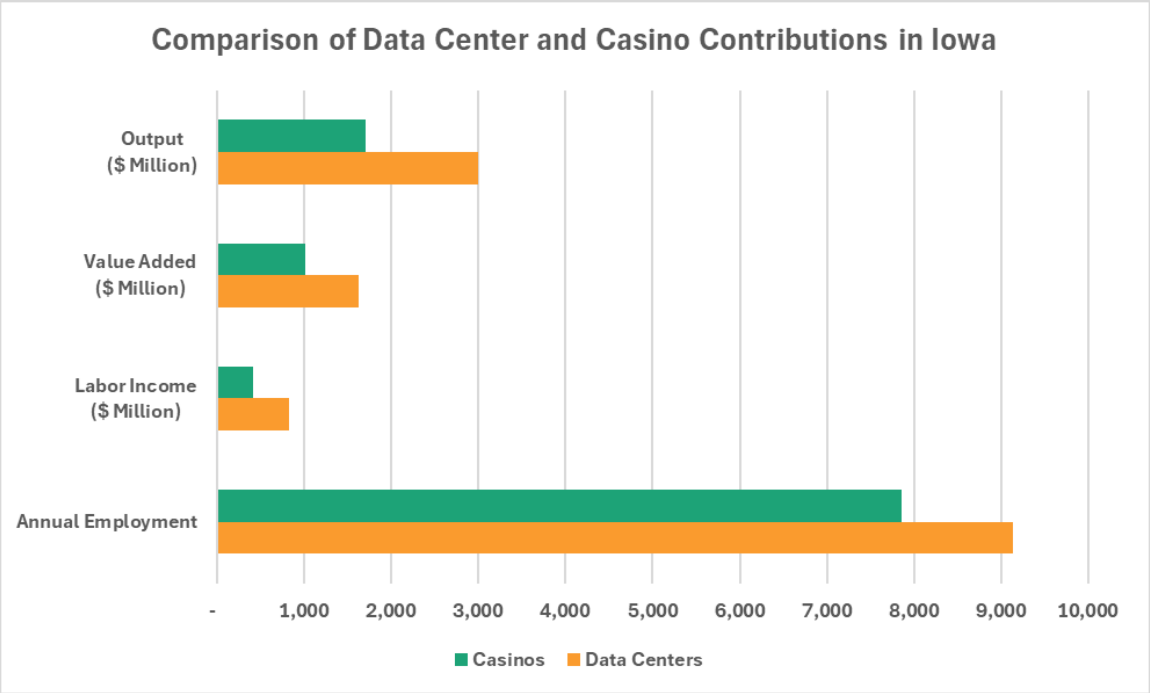

Figure 2. Comparison of Data Center and Casino Economic Contributions in Iowa

Figure 3 shows the 2024 wages and change in wages since 2019 in the data processing and hosting industry (the industry containing data centers along with related activities) compared to other sectors of the Iowa economy. Data processing and hosting remains a relatively small

industry in the state with less than $1 billion in total wages earned. However, it is the second fastest growing industry in Iowa in terms of wages only behind the “couriers and messengers” sector, which includes food delivery services. Figure 4 shows the same data but filtered to industries with total wages under $1 billion.

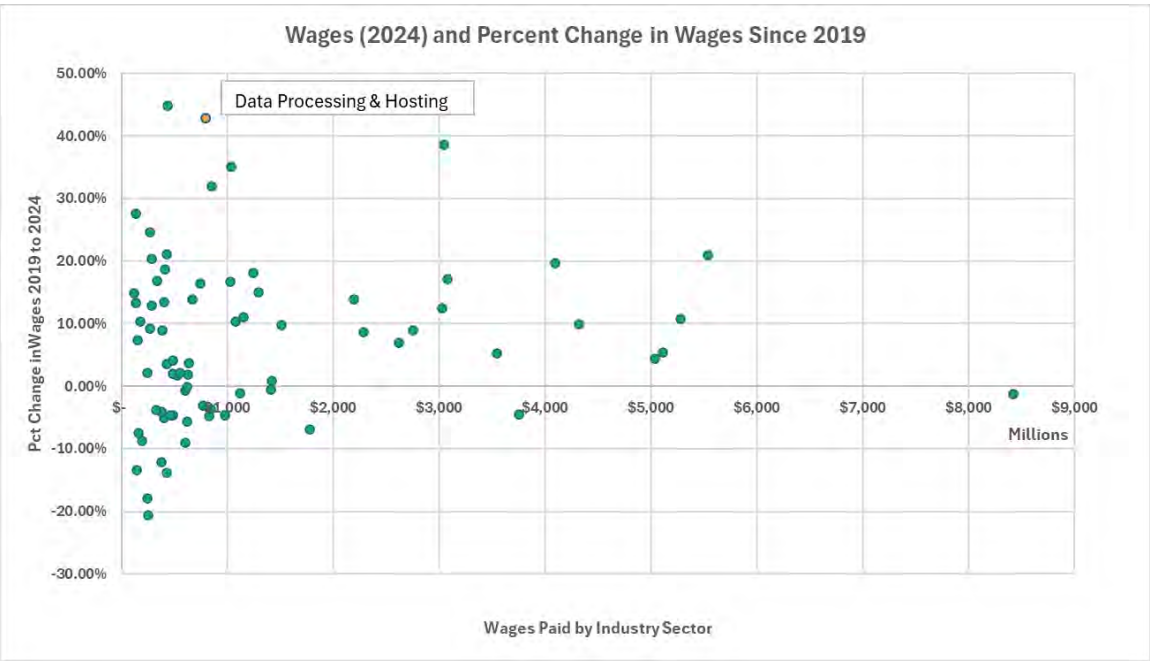

Figure 3. Wages and Change in Wages by Industry

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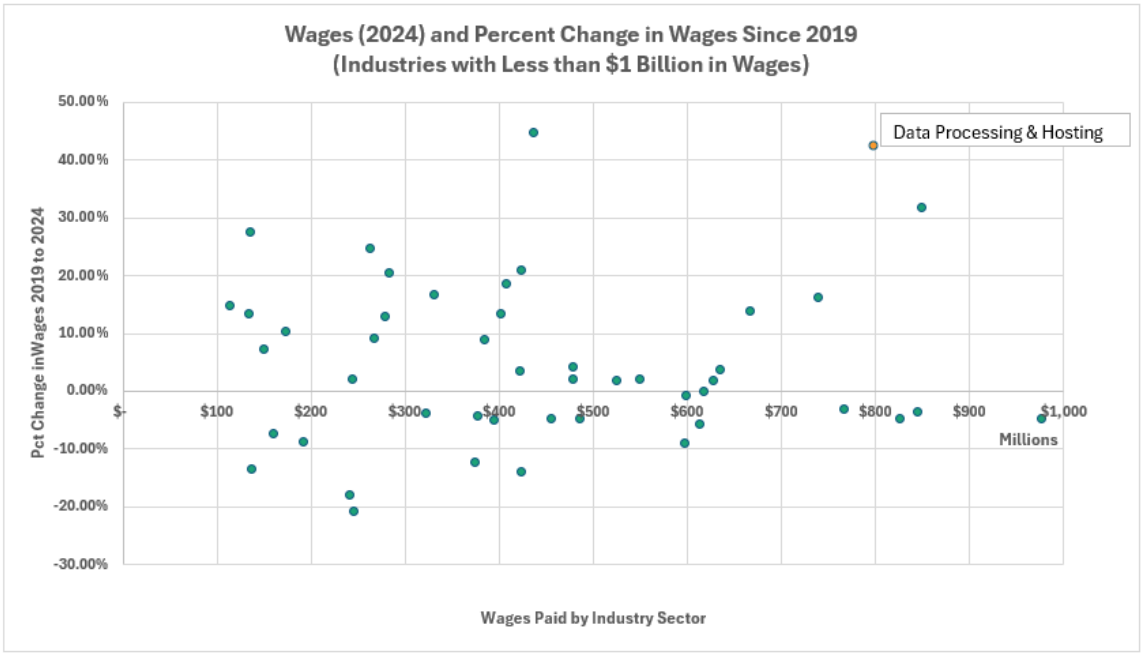

Figure 4. Wages and Change in Wages by Industry (Industries with Less than $1 Billion in Wages)

5.4 Electricity Sales and Price

Data centers are relatively large consumers of electricity. As noted in the statewide and Des Moines regional analyses, utilities are the industry most influenced by data centers. Nationally, electrical sales (MWhs) have increased by 10% since 2010 (Figure 5). In Iowa, electricity sales have increased by 70% over that same time frame (Figure 7). Nationally, the average price of electricity (cents/kWh) has increased 44% since 2010 (Figure 5) and was 14.51 cents/kWh in 2025 whereas in Iowa the cost of electricity has only increased 31% since 2010 and was at an average price of 10.02 cents/kWh in 2025 (Figure 7). Electricity costs are increasing as usage increases (Figure 6 & Figure 8).

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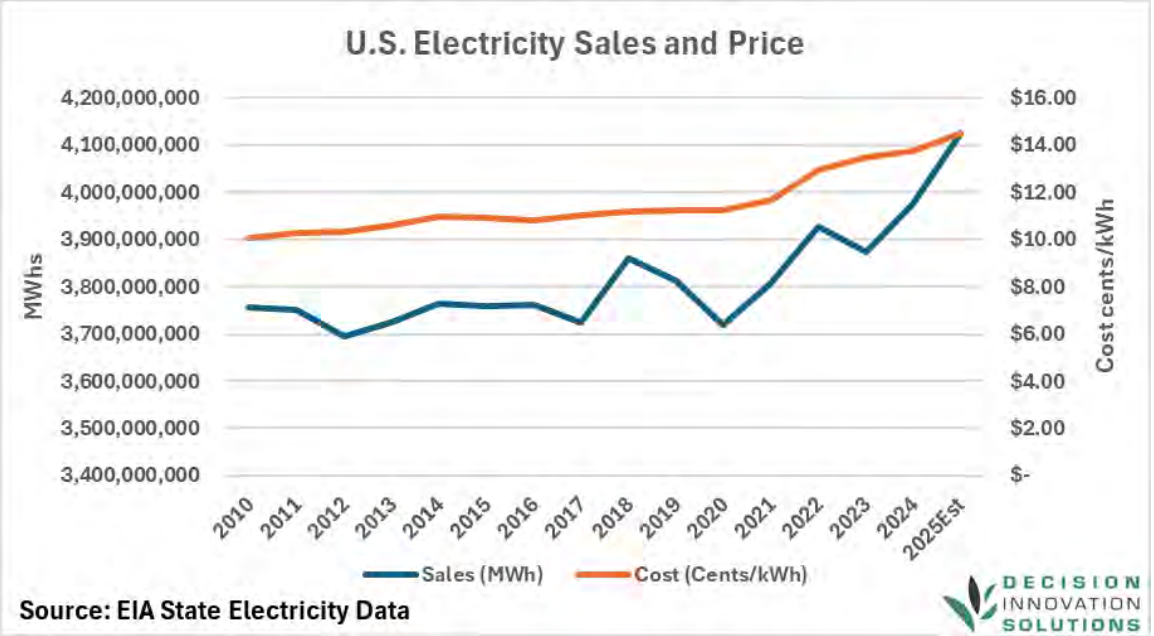

Figure 5. U.S. Electricity Sales and Price

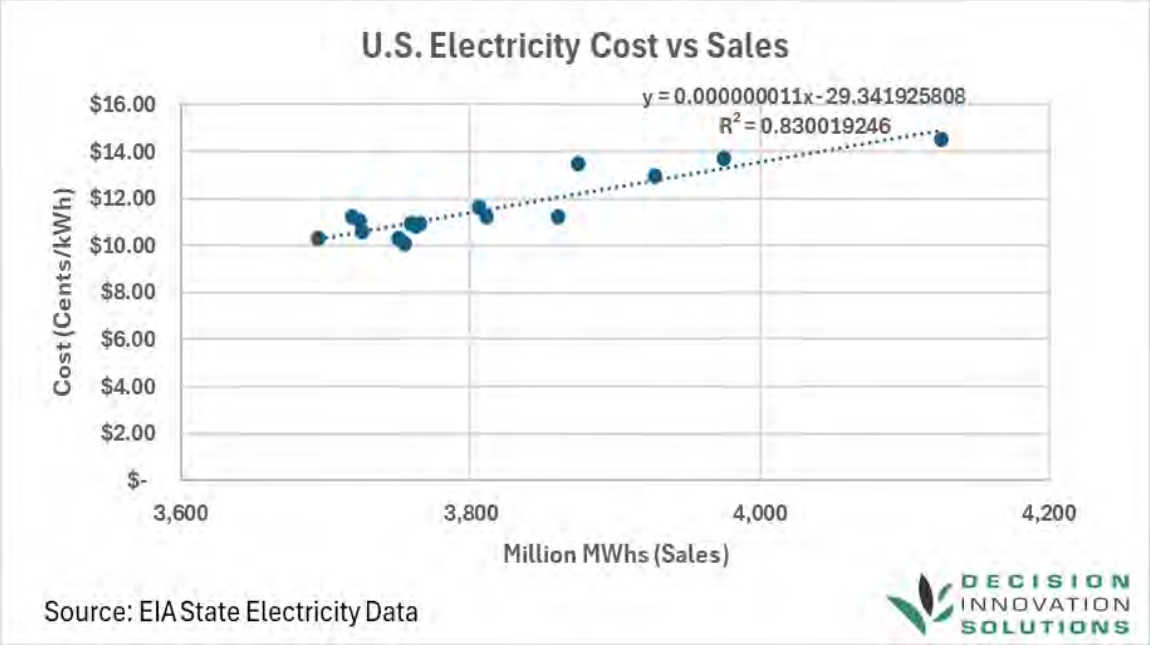

Figure 6. U.S. Electricity Cost vs Sales

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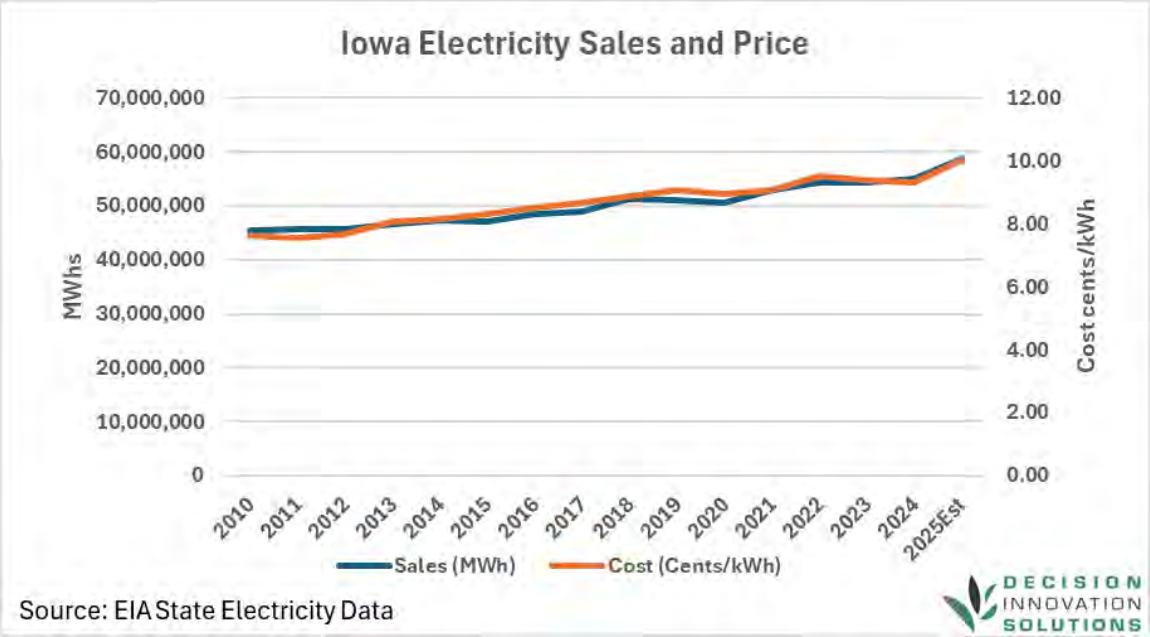

Figure 7. Iowa Electricity Sales and Price

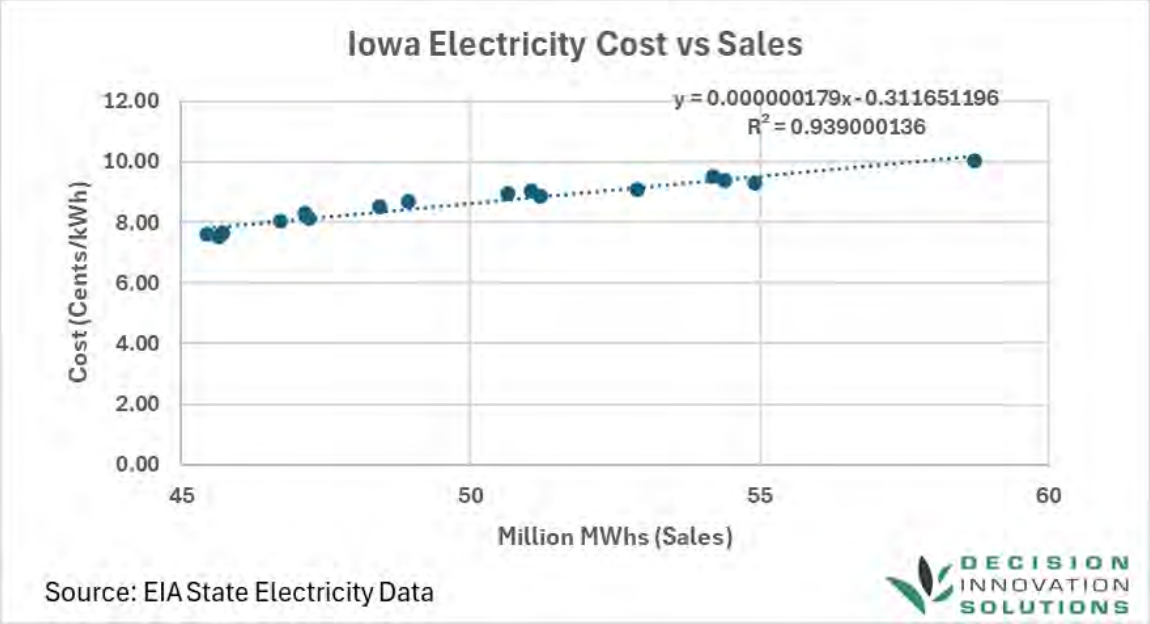

Figure 8. Iowa Electricity Cost vs Sales

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According to Interconnection.fyi[11] there are 724 electrical power projects in the state of Iowa with 715 operational plants and 9 planned. These plants have a total capacity of 25,330 MWh. Figure 9 shows the distribution of plant sizes in Iowa. Plants with 200 MWh or greater account for 42% of Iowa's generation capacity; plants with 100-199 account for 29%; and plants with 50-99 MWh account for 15% of generation capacity. In aggregate, the 128 plants with 50 MWh or more of generation capacity account for 85.6% of Iowa's power generation. The other 596 power plants account for 14.4% of Iowa's power generation capacity.

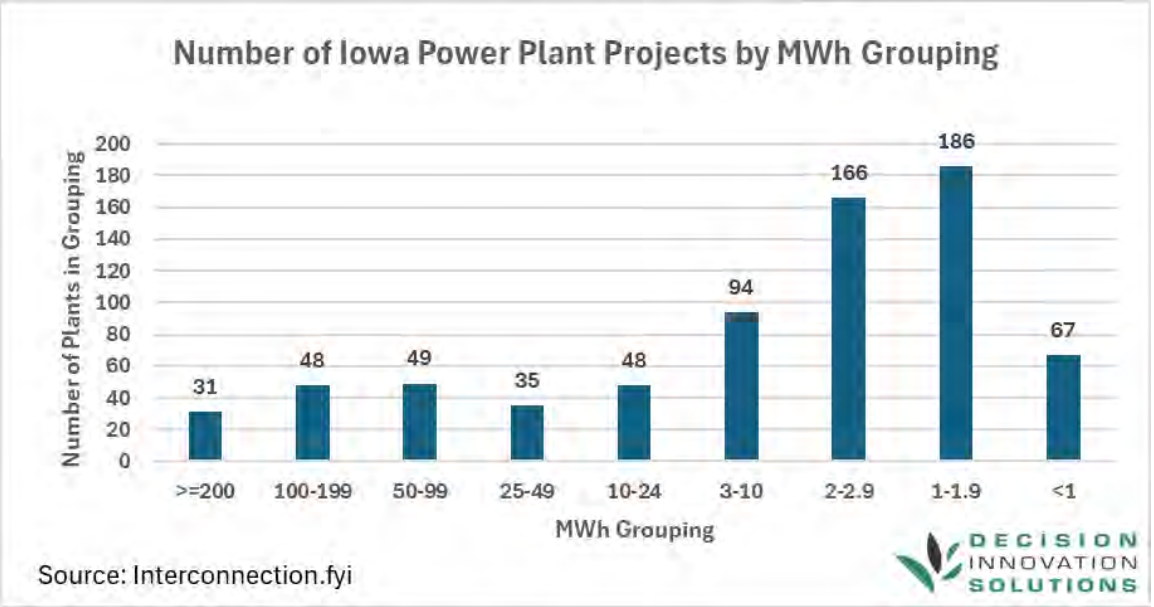

Figure 9. Number of Iowa Power Plant Projects by MWh Grouping

[11] https://www.interconnection.fyi/eia/projects/state/IA

6 Research Implications/Suggestions for Further Research

As more data centers are built and operating, it is likely that more complete data will become available with regards to building costs, equipment installed, and the development of indirect and induced impacts locally within Iowa. Similarly, as more modern and generally larger data centers become operational, the achievement of critical mass in data centers will spawn new indirect and induced impacts beyond those currently measured. Frequent updating of the impacts that data center construction and operations have on local and state economies would be advisable.

7 Appendix A, IMPLAN Industries and Concordance with 2-Digit NAICS Sectors

Implan 528 Industry	2-Digit NAICS Sector
Oilseed farming	11 Agriculture, Forestry, Fishing and Hunting
Grain farming	11 Agriculture, Forestry, Fishing and Hunting
Vegetable and melon farming	11 Agriculture, Forestry, Fishing and Hunting
Fruit farming	11 Agriculture, Forestry, Fishing and Hunting
Tree nut farming	11 Agriculture, Forestry, Fishing and Hunting
Greenhouse, nursery, and floriculture production	11 Agriculture, Forestry, Fishing and Hunting
Tobacco farming	11 Agriculture, Forestry, Fishing and Hunting
Cotton farming	11 Agriculture, Forestry, Fishing and Hunting
Sugarcane and sugar beet farming	11 Agriculture, Forestry, Fishing and Hunting
All other crop farming	11 Agriculture, Forestry, Fishing and Hunting
Beef cattle ranching and farming, including feedlots and dual-purpose ranching and farming	11 Agriculture, Forestry, Fishing and Hunting
Dairy cattle and milk production	11 Agriculture, Forestry, Fishing and Hunting
Poultry and egg production	11 Agriculture, Forestry, Fishing and Hunting
Animal production, except cattle and poultry and eggs	11 Agriculture, Forestry, Fishing and Hunting
Forestry, forest products, and timber tract production	11 Agriculture, Forestry, Fishing and Hunting
Commercial logging	11 Agriculture, Forestry, Fishing and Hunting
Commercial fishing	11 Agriculture, Forestry, Fishing and Hunting
Commercial hunting and trapping	11 Agriculture, Forestry, Fishing and Hunting
Support activities for agriculture and forestry	11 Agriculture, Forestry, Fishing and Hunting
Oil and gas extraction	21 Mining, Quarrying, and Oil and Gas Extraction
Coal mining	21 Mining, Quarrying, and Oil and Gas Extraction
Copper, nickel, lead, and zinc mining	21 Mining, Quarrying, and Oil and Gas Extraction
Iron ore mining	21 Mining, Quarrying, and Oil and Gas Extraction
Gold ore and silver ore mining	21 Mining, Quarrying, and Oil and Gas Extraction
Other metal ore mining	21 Mining, Quarrying, and Oil and Gas Extraction
Stone mining and quarrying	21 Mining, Quarrying, and Oil and Gas Extraction
Sand and gravel mining	21 Mining, Quarrying, and Oil and Gas Extraction
Other clay, ceramic, refractory minerals mining	21 Mining, Quarrying, and Oil and Gas Extraction
Other nonmetallic mineral mining and quarrying	21 Mining, Quarrying, and Oil and Gas Extraction
Drilling oil and gas wells	21 Mining, Quarrying, and Oil and Gas Extraction
Support activities for oil and gas operations	21 Mining, Quarrying, and Oil and Gas Extraction
Metal mining services	21 Mining, Quarrying, and Oil and Gas Extraction
Other nonmetallic minerals services	21 Mining, Quarrying, and Oil and Gas Extraction
Electric power generation - Hydroelectric	22 Utilities
Electric power generation - Fossil fuel	22 Utilities
Electric power generation - Nuclear	22 Utilities
Electric power generation - Solar	22 Utilities
Electric power generation - Wind	22 Utilities
Electric power generation - Geothermal	22 Utilities

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Electric power generation - Biomass	22 Utilities
Electric power generation - All other	22 Utilities
Electric power transmission and distribution	22 Utilities
Natural gas distribution	22 Utilities
Water, sewage and other systems	22 Utilities
Construction of new health care structures	23 Construction
Construction of new manufacturing structures	23 Construction
Construction of new power and communication structures	23 Construction
Construction of new educational and vocational structures	23 Construction
Construction of new highways and streets	23 Construction
Construction of new commercial structures, including farm structures	23 Construction
Construction of other new nonresidential structures	23 Construction
Construction of new single-family residential structures	23 Construction
Construction of new multifamily residential structures	23 Construction
Construction of other new residential structures	23 Construction
Maintenance and repair construction of nonresidential structures	23 Construction
Maintenance and repair construction of residential structures	23 Construction
Maintenance and repair construction of highways, streets, bridges, and tunnels	23 Construction
Dog and cat food manufacturing	31-33 Manufacturing
Other animal food manufacturing	31-33 Manufacturing
Flour milling	31-33 Manufacturing
Rice milling	31-33 Manufacturing
Malt manufacturing	31-33 Manufacturing
Wet corn milling	31-33 Manufacturing
Soybean and other oilseed processing	31-33 Manufacturing
Fats and oils refining and blending	31-33 Manufacturing
Breakfast cereal manufacturing	31-33 Manufacturing
Beet sugar manufacturing	31-33 Manufacturing
Sugar cane mills and refining	31-33 Manufacturing
Nonchocolate confectionery manufacturing	31-33 Manufacturing
Chocolate and confectionery manufacturing from cacao beans	31-33 Manufacturing
Confectionery manufacturing from purchased chocolate	31-33 Manufacturing
Frozen fruits, juices and vegetables manufacturing	31-33 Manufacturing
Frozen specialties manufacturing	31-33 Manufacturing
Canned fruits and vegetables manufacturing	31-33 Manufacturing
Canned specialties	31-33 Manufacturing
Dehydrated food products manufacturing	31-33 Manufacturing
Cheese manufacturing	31-33 Manufacturing
Dry, condensed, and evaporated dairy product manufacturing	31-33 Manufacturing
Fluid milk manufacturing	31-33 Manufacturing

Creamery butter manufacturing	31-33 Manufacturing
Ice cream and frozen dessert manufacturing	31-33 Manufacturing
Frozen cakes and other pastries manufacturing	31-33 Manufacturing
Poultry processing	31-33 Manufacturing
Animal, except poultry, slaughtering	31-33 Manufacturing
Meat processed from carcasses	31-33 Manufacturing
Rendering and meat byproduct processing	31-33 Manufacturing
Seafood product preparation and packaging	31-33 Manufacturing
Bread and bakery product, except frozen, manufacturing	31-33 Manufacturing
Cookie and cracker manufacturing	31-33 Manufacturing
Dry pasta, mixes, and dough manufacturing	31-33 Manufacturing
Tortilla manufacturing	31-33 Manufacturing
Roasted nuts and peanut butter manufacturing	31-33 Manufacturing
Other snack food manufacturing	31-33 Manufacturing
Coffee and tea manufacturing	31-33 Manufacturing
Flavoring syrup and concentrate manufacturing	31-33 Manufacturing
Mayonnaise, dressing, and sauce manufacturing	31-33 Manufacturing
Spice and extract manufacturing	31-33 Manufacturing
All other food manufacturing	31-33 Manufacturing
Bottled and canned soft drinks and water	31-33 Manufacturing
Manufactured ice	31-33 Manufacturing
Breweries	31-33 Manufacturing
Wineries	31-33 Manufacturing
Distilleries	31-33 Manufacturing
Tobacco manufacturing	31-33 Manufacturing
Fiber, yarn, and thread mills	31-33 Manufacturing
Broadwoven fabric mills	31-33 Manufacturing
Narrow fabric mills and schiffli machine embroidery	31-33 Manufacturing
Nonwoven fabric mills	31-33 Manufacturing
Knit fabric mills	31-33 Manufacturing
Textile and fabric finishing mills	31-33 Manufacturing
Fabric coating mills	31-33 Manufacturing
Carpet and rug mills	31-33 Manufacturing
Curtain and linen mills	31-33 Manufacturing
Textile bag and canvas mills	31-33 Manufacturing
Rope, cordage, twine, tire cord and tire fabric mills	31-33 Manufacturing
Other textile product mills	31-33 Manufacturing
Apparel knitting mills	31-33 Manufacturing
Cut and sew apparel contractors	31-33 Manufacturing
Cut and sew apparel manufacturing (except contractors)	31-33 Manufacturing
Apparel accessories and other apparel manufacturing	31-33 Manufacturing
Leather and hide tanning and finishing	31-33 Manufacturing
Footwear manufacturing	31-33 Manufacturing
Other leather and allied product manufacturing	31-33 Manufacturing
Sawmills	31-33 Manufacturing

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Wood preservation	31-33 Manufacturing
Veneer and plywood manufacturing	31-33 Manufacturing
Engineered wood member and truss manufacturing	31-33 Manufacturing
Reconstituted wood product manufacturing	31-33 Manufacturing
Wood windows and door manufacturing	31-33 Manufacturing
Cut stock, resawing lumber, and planing	31-33 Manufacturing
Other millwork, including flooring	31-33 Manufacturing
Wood container and pallet manufacturing	31-33 Manufacturing
Manufactured home (mobile home) manufacturing	31-33 Manufacturing
Prefabricated wood building manufacturing	31-33 Manufacturing
All other miscellaneous wood product manufacturing	31-33 Manufacturing
Pulp mills	31-33 Manufacturing
Paper mills	31-33 Manufacturing
Paperboard mills	31-33 Manufacturing
Paperboard container manufacturing	31-33 Manufacturing
Paper bag and coated and treated paper manufacturing	31-33 Manufacturing
Stationery product manufacturing	31-33 Manufacturing
Sanitary paper product manufacturing	31-33 Manufacturing
All other converted paper product manufacturing	31-33 Manufacturing
Printing	31-33 Manufacturing
Support activities for printing	31-33 Manufacturing
Petroleum refineries	31-33 Manufacturing
Asphalt paving mixture and block manufacturing	31-33 Manufacturing
Asphalt shingle and coating materials manufacturing	31-33 Manufacturing
Petroleum lubricating oil and grease manufacturing	31-33 Manufacturing
All other petroleum and coal products manufacturing	31-33 Manufacturing
Petrochemical manufacturing	31-33 Manufacturing
Industrial gas manufacturing	31-33 Manufacturing
Synthetic dye and pigment manufacturing	31-33 Manufacturing
Other basic inorganic chemical manufacturing	31-33 Manufacturing
Other basic organic chemical manufacturing	31-33 Manufacturing
Plastics material and resin manufacturing	31-33 Manufacturing
Synthetic rubber manufacturing	31-33 Manufacturing
Artificial and synthetic fibers and filaments manufacturing	31-33 Manufacturing
Nitrogenous fertilizer manufacturing	31-33 Manufacturing
Phosphatic fertilizer manufacturing	31-33 Manufacturing
Fertilizer mixing	31-33 Manufacturing
Pesticide and other agricultural chemical manufacturing	31-33 Manufacturing
Medicinal and botanical manufacturing	31-33 Manufacturing
Pharmaceutical preparation manufacturing	31-33 Manufacturing
In-vitro diagnostic substance manufacturing	31-33 Manufacturing
Biological product (except diagnostic) manufacturing	31-33 Manufacturing
Paint and coating manufacturing	31-33 Manufacturing
Adhesive manufacturing	31-33 Manufacturing
Soap and other detergent manufacturing	31-33 Manufacturing

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Polish and other sanitation good manufacturing	31-33 Manufacturing
Surface active agent manufacturing	31-33 Manufacturing
Toilet preparation manufacturing	31-33 Manufacturing
Printing ink manufacturing	31-33 Manufacturing
Explosives manufacturing	31-33 Manufacturing
Custom compounding of purchased resins	31-33 Manufacturing
Photographic film and chemical manufacturing	31-33 Manufacturing
Other miscellaneous chemical product manufacturing	31-33 Manufacturing
Plastics packaging materials and unlaminated film and sheet manufacturing	31-33 Manufacturing
Unlaminated plastics profile shape manufacturing	31-33 Manufacturing
Plastics pipe and pipe fitting manufacturing	31-33 Manufacturing
Laminated plastics plate, sheet (except packaging), and shape manufacturing	31-33 Manufacturing
Polystyrene foam product manufacturing	31-33 Manufacturing
Urethane and other foam product (except polystyrene) manufacturing	31-33 Manufacturing
Plastics bottle manufacturing	31-33 Manufacturing
Other plastics product manufacturing	31-33 Manufacturing
Tire manufacturing	31-33 Manufacturing
Rubber and plastics hoses and belting manufacturing	31-33 Manufacturing
Other rubber product manufacturing	31-33 Manufacturing
Pottery, ceramics, and plumbing fixture manufacturing	31-33 Manufacturing
Brick, tile, and other structural clay product manufacturing	31-33 Manufacturing
Flat glass manufacturing	31-33 Manufacturing
Other pressed and blown glass and glassware manufacturing	31-33 Manufacturing
Glass container manufacturing	31-33 Manufacturing
Glass product manufacturing made of purchased glass	31-33 Manufacturing
Cement manufacturing	31-33 Manufacturing
Ready-mix concrete manufacturing	31-33 Manufacturing
Concrete block and brick manufacturing	31-33 Manufacturing
Concrete pipe manufacturing	31-33 Manufacturing
Other concrete product manufacturing	31-33 Manufacturing
Lime manufacturing	31-33 Manufacturing
Gypsum product manufacturing	31-33 Manufacturing
Abrasive product manufacturing	31-33 Manufacturing
Cut stone and stone product manufacturing	31-33 Manufacturing
Ground or treated mineral and earth manufacturing	31-33 Manufacturing
Mineral wool manufacturing	31-33 Manufacturing
Miscellaneous nonmetallic mineral products manufacturing	31-33 Manufacturing
Iron and steel mills and ferroalloy manufacturing	31-33 Manufacturing
Iron, steel pipe and tube manufacturing from purchased steel	31-33 Manufacturing
Rolled steel shape manufacturing	31-33 Manufacturing

Steel wire drawing	31-33 Manufacturing
Alumina refining and primary aluminum production	31-33 Manufacturing
Secondary smelting and alloying of aluminum	31-33 Manufacturing
Aluminum sheet, plate, and foil manufacturing	31-33 Manufacturing
Other aluminum rolling, drawing and extruding	31-33 Manufacturing
Nonferrous metal (exc aluminum) smelting and refining	31-33 Manufacturing
Copper rolling, drawing, extruding and alloying	31-33 Manufacturing
Nonferrous metal, except copper and aluminum, shaping	31-33 Manufacturing
Secondary processing of other nonferrous metals	31-33 Manufacturing
Ferrous metal foundries	31-33 Manufacturing
Nonferrous metal foundries	31-33 Manufacturing
Custom roll forming	31-33 Manufacturing
Metal crown, closure, and other metal stamping (except automotive)	31-33 Manufacturing
Iron and steel forging	31-33 Manufacturing
Nonferrous forging	31-33 Manufacturing
Cutlery, utensil, pot, and pan manufacturing	31-33 Manufacturing
Handtool manufacturing	31-33 Manufacturing
Prefabricated metal buildings and components manufacturing	31-33 Manufacturing
Fabricated structural metal manufacturing	31-33 Manufacturing
Plate work manufacturing	31-33 Manufacturing
Metal window and door manufacturing	31-33 Manufacturing
Sheet metal work manufacturing	31-33 Manufacturing
Ornamental and architectural metal work manufacturing	31-33 Manufacturing
Power boiler and heat exchanger manufacturing	31-33 Manufacturing
Metal tank (heavy gauge) manufacturing	31-33 Manufacturing
Metal cans manufacturing	31-33 Manufacturing
Metal barrels, drums and pails manufacturing	31-33 Manufacturing
Hardware manufacturing	31-33 Manufacturing
Spring and wire product manufacturing	31-33 Manufacturing
Machine shops	31-33 Manufacturing
Turned product and screw, nut, and bolt manufacturing	31-33 Manufacturing
Metal heat treating	31-33 Manufacturing
Metal coating and nonprecious engraving	31-33 Manufacturing
Electroplating, anodizing, and coloring metal	31-33 Manufacturing
Valve and fittings, other than plumbing, manufacturing	31-33 Manufacturing
Plumbing fixture fitting and trim manufacturing	31-33 Manufacturing
Ball and roller bearing manufacturing	31-33 Manufacturing
Small arms ammunition manufacturing	31-33 Manufacturing
Ammunition, except for small arms, manufacturing	31-33 Manufacturing
Small arms, ordnance, and accessories manufacturing	31-33 Manufacturing
Fabricated pipe and pipe fitting manufacturing	31-33 Manufacturing
Other fabricated metal manufacturing	31-33 Manufacturing
Farm machinery and equipment manufacturing	31-33 Manufacturing
Lawn and garden equipment manufacturing	31-33 Manufacturing

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Construction machinery manufacturing	31-33 Manufacturing
Mining machinery and equipment manufacturing	31-33 Manufacturing
Oil and gas field machinery and equipment manufacturing	31-33 Manufacturing
Semiconductor machinery manufacturing	31-33 Manufacturing
Food product machinery manufacturing	31-33 Manufacturing
Sawmill, woodworking, and paper machinery	31-33 Manufacturing
All other industrial machinery manufacturing	31-33 Manufacturing
Commercial and service industry machinery manufacturing	31-33 Manufacturing
Industrial and commercial fan and blower and air purification equipment manufacturing	31-33 Manufacturing
Heating equipment (except warm air furnaces) manufacturing	31-33 Manufacturing
Air conditioning, refrigeration, and warm air heating equipment manufacturing	31-33 Manufacturing
Industrial mold manufacturing	31-33 Manufacturing
Special tool, die, jig, and fixture manufacturing	31-33 Manufacturing
Cutting tool and machine tool accessory manufacturing	31-33 Manufacturing
Machine tool manufacturing	31-33 Manufacturing
Rolling mill and other metalworking machinery manufacturing	31-33 Manufacturing
Turbine and turbine generator set units manufacturing	31-33 Manufacturing
Speed changer, industrial high-speed drive, and gear manufacturing	31-33 Manufacturing
Mechanical power transmission equipment manufacturing	31-33 Manufacturing
Other engine equipment manufacturing	31-33 Manufacturing
Measuring, dispensing, and other pumping equipment manufacturing	31-33 Manufacturing
Air and gas compressor manufacturing	31-33 Manufacturing
Elevator and moving stairway manufacturing	31-33 Manufacturing
Conveyor and conveying equipment manufacturing	31-33 Manufacturing
Overhead cranes, hoists, and monorail systems manufacturing	31-33 Manufacturing
Industrial truck, trailer, and stacker manufacturing	31-33 Manufacturing
Power-driven handtool manufacturing	31-33 Manufacturing
Welding and soldering equipment manufacturing	31-33 Manufacturing
Packaging machinery manufacturing	31-33 Manufacturing
Industrial process furnace and oven manufacturing	31-33 Manufacturing
Fluid power cylinder and actuator manufacturing	31-33 Manufacturing
Fluid power pump and motor manufacturing	31-33 Manufacturing
Scales, balances, and miscellaneous general purpose machinery manufacturing	31-33 Manufacturing
Electronic computer manufacturing	31-33 Manufacturing
Computer storage device manufacturing	31-33 Manufacturing
Computer terminals and other computer peripheral equipment manufacturing	31-33 Manufacturing

Telephone apparatus manufacturing	31-33 Manufacturing
Broadcast and wireless communications equipment manufacturing	31-33 Manufacturing
Other communications equipment manufacturing	31-33 Manufacturing
Audio and video equipment manufacturing	31-33 Manufacturing
Printed circuit assembly (electronic assembly) manufacturing	31-33 Manufacturing
Bare printed circuit board manufacturing	31-33 Manufacturing
Semiconductor and related device manufacturing	31-33 Manufacturing
Capacitor, resistor, coil, transformer, and other inductor manufacturing	31-33 Manufacturing
Electronic connector manufacturing	31-33 Manufacturing
Other electronic component manufacturing	31-33 Manufacturing
Electromedical and electrotherapeutic apparatus manufacturing	31-33 Manufacturing
Search, detection, and navigation instruments manufacturing	31-33 Manufacturing
Automatic environmental control manufacturing	31-33 Manufacturing
Industrial process variable instruments manufacturing	31-33 Manufacturing
Totalizing fluid meter and counting device manufacturing	31-33 Manufacturing
Electricity and signal testing instruments manufacturing	31-33 Manufacturing
Analytical laboratory instrument manufacturing	31-33 Manufacturing
Irradiation apparatus manufacturing	31-33 Manufacturing
Watch, clock, and other measuring and controlling device manufacturing	31-33 Manufacturing
Manufacturing and reproducing magnetic and optical media	31-33 Manufacturing
Electric lamp bulb and part manufacturing	31-33 Manufacturing
Lighting fixture manufacturing	31-33 Manufacturing
Small electrical appliance manufacturing	31-33 Manufacturing
Major household appliance manufacturing	31-33 Manufacturing
Power, distribution, and specialty transformer manufacturing	31-33 Manufacturing
Motor and generator manufacturing	31-33 Manufacturing
Switchgear and switchboard apparatus manufacturing	31-33 Manufacturing
Relay and industrial control manufacturing	31-33 Manufacturing
Battery manufacturing	31-33 Manufacturing
Fiber optic cable manufacturing	31-33 Manufacturing
Other communication and energy wire manufacturing	31-33 Manufacturing
Wiring device manufacturing	31-33 Manufacturing
Carbon and graphite product manufacturing	31-33 Manufacturing
All other miscellaneous electrical equipment and component manufacturing	31-33 Manufacturing
Automobile and light duty motor vehicle manufacturing	31-33 Manufacturing
Heavy duty truck manufacturing	31-33 Manufacturing
Motor vehicle body manufacturing	31-33 Manufacturing
Truck trailer manufacturing	31-33 Manufacturing

Motor home manufacturing	31-33 Manufacturing
Travel trailer and camper manufacturing	31-33 Manufacturing
Motor vehicle gasoline engine and engine parts manufacturing	31-33 Manufacturing
Motor vehicle electrical and electronic equipment manufacturing	31-33 Manufacturing
Motor vehicle transmission and power train parts manufacturing	31-33 Manufacturing
Motor vehicle seating and interior trim manufacturing	31-33 Manufacturing
Motor vehicle metal stamping	31-33 Manufacturing
Other motor vehicle parts manufacturing	31-33 Manufacturing
Motor vehicle steering, suspension component, and brake systems manufacturing	31-33 Manufacturing
Aircraft manufacturing	31-33 Manufacturing
Aircraft engine and engine parts manufacturing	31-33 Manufacturing
Other aircraft parts and auxiliary equipment manufacturing	31-33 Manufacturing
Guided missile and space vehicle manufacturing	31-33 Manufacturing
Propulsion units and parts for space vehicles and guided missiles manufacturing	31-33 Manufacturing
Railroad rolling stock manufacturing	31-33 Manufacturing
Ship building and repairing	31-33 Manufacturing
Boat building	31-33 Manufacturing
Motorcycle, bicycle, and parts manufacturing	31-33 Manufacturing
Military armored vehicle, tank, and tank component manufacturing	31-33 Manufacturing
All other transportation equipment manufacturing	31-33 Manufacturing
Wood kitchen cabinet and countertop manufacturing	31-33 Manufacturing
Upholstered household furniture manufacturing	31-33 Manufacturing
Nonupholstered wood household furniture manufacturing	31-33 Manufacturing
Other household nonupholstered furniture manufacturing	31-33 Manufacturing
Institutional furniture manufacturing	31-33 Manufacturing
Wood office furniture manufacturing	31-33 Manufacturing
Custom architectural woodwork and millwork	31-33 Manufacturing
Office furniture, except wood, manufacturing	31-33 Manufacturing
Showcase, partition, shelving, and locker manufacturing	31-33 Manufacturing
Mattress manufacturing	31-33 Manufacturing
Blind and shade manufacturing	31-33 Manufacturing
Surgical and medical instrument manufacturing	31-33 Manufacturing
Surgical appliance and supplies manufacturing	31-33 Manufacturing
Dental equipment and supplies manufacturing	31-33 Manufacturing
Ophthalmic goods manufacturing	31-33 Manufacturing
Dental laboratories	31-33 Manufacturing
Jewelry and silverware manufacturing	31-33 Manufacturing
Sporting and athletic goods manufacturing	31-33 Manufacturing

Doll, toy, and game manufacturing	31-33 Manufacturing
Office supplies (except paper) manufacturing	31-33 Manufacturing
Sign manufacturing	31-33 Manufacturing
Gasket, packing, and sealing device manufacturing	31-33 Manufacturing
Musical instrument manufacturing	31-33 Manufacturing
Fasteners, buttons, needles, and pins manufacturing	31-33 Manufacturing
Broom, brush, and mop manufacturing	31-33 Manufacturing
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All other miscellaneous manufacturing	31-33 Manufacturing
Wholesale - Motor vehicle and motor vehicle parts and supplies	42 Wholesale Trade
Wholesale - Professional and commercial equipment and supplies	42 Wholesale Trade
Wholesale - Household appliances and electrical and electronic goods	42 Wholesale Trade
Wholesale - Machinery, equipment, and supplies	42 Wholesale Trade
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Wholesale - Grocery and related product wholesalers	42 Wholesale Trade
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Retail - Electronics and appliance stores	44-45 Retail Trade
Retail - Building material and garden equipment and supplies stores	44-45 Retail Trade
Retail - Food and beverage stores	44-45 Retail Trade
Retail - Health and personal care stores	44-45 Retail Trade
Retail - Gasoline stores	44-45 Retail Trade
Retail - Clothing and clothing accessories stores	44-45 Retail Trade
Retail - Sporting goods, hobby, musical instrument and book stores	44-45 Retail Trade
Retail - General merchandise stores	44-45 Retail Trade
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Motion picture and video industries	51 Information
Sound recording industries	51 Information
Radio and television broadcasting	51 Information
Cable and other subscription programming	51 Information
Wired telecommunications carriers	51 Information
Wireless telecommunications carriers (except satellite)	51 Information
Satellite, telecommunications resellers, and all other telecommunications	51 Information
Data processing, hosting, and related services	51 Information
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Other real estate	53 Real Estate and Rental and Leasing
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Accounting, tax preparation, bookkeeping, and payroll services	54 Professional, Scientific, and Technical Services
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Other computer related services, including facilities management	54 Professional, Scientific, and Technical Services
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Environmental and other technical consulting services	54 Professional, Scientific, and Technical Services
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Hospitals	62 Health Care and Social Assistance
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Racing and Track Operation	71 Arts, Entertainment, and Recreation
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Gambling industries (except casino hotels)	71 Arts, Entertainment, and Recreation
Other amusement and recreation industries	71 Arts, Entertainment, and Recreation
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Automotive repair and maintenance, except car washes	81 Other Services (except Public Administration)
Car washes	81 Other Services (except Public Administration)
Electronic and precision equipment repair and maintenance	81 Other Services (except Public Administration)
Commercial and industrial machinery and equipment repair and maintenance	81 Other Services (except Public Administration)
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Dry-cleaning and laundry services	81 Other Services (except Public Administration)
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Postal service	9A Government Enterprises
Federal electric utilities	9A Government Enterprises

Other federal government enterprises	9A Government Enterprises
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State government electric utilities	9A Government Enterprises
Other state government enterprises	9A Government Enterprises
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* Not an industry (Used and secondhand goods)	93 Non-NAICS
* Not an industry (Scrap)	93 Non-NAICS
* Not an industry (Rest of world adjustment)	93 Non-NAICS
* Not an industry (Noncomparable foreign imports)	93 Non-NAICS
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* Employment and payroll of state govt, hospitals and health services	9B Administrative Government
* Employment and payroll of state govt, other services	9B Administrative Government
* Employment and payroll of local govt, education	9B Administrative Government
* Employment and payroll of local govt, hospitals and health services	9B Administrative Government
* Employment and payroll of local govt, other services	9B Administrative Government
* Employment and payroll of federal govt, military	9B Administrative Government
* Employment and payroll of federal govt, non-military	9B Administrative Government

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The Great Lakes Data Center Resource Hub is a living, searchable collection of relevant toc
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	Title	Organization	Description
⌄	Tariff 5 records		
⤢	Database of Emerging Large Load Tariffs (DELTa)	Smart Electric Power Alliance	A comprehensive map of 60+ tariffs designed to help plan for load growth fairly distribute costs and benefits, and support loca policy objectives in the United States. Includes approved and proposed/pending tariffs by state. Includes utility, year, focus, and minimum customer load.
2	Clean Transition Tariff	Nevada Public Utilities Commission	A tariff that enables large load customers to invest i clean energy projects.
3	Service to loads greater than 25 MW	Evergy Missouri Metro	This tariff governs service agreements for loads greater than 25 MW.
4	Large Power Service Schedule LPS	Evergy Missouri Metro	Requirement for customers who increase their load through a singl

24 records



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Our Outreach

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(http://mnbioeconomy.org/)

e21 INITIATIVE
(http://e21initiative.org/)

CARBON CAPTURE COALITION

(http://carboncapturecoalition.org/)

CERTs CLEAN ENERGY RESOURCE TEAMS (https://www.cleanenergyresourceteams.org/)

Data Centers



Tech leaders like Google, Facebook and Microsoft have invested billions in data centers in Iowa. The state has affordable and ample wind energy, a stable grid, a high density of telecommunications infrastructure and low costs for construction projects.

Data Centers in Iowa

facebook Google Microsoft

#1

Give Feedback

in the nation in wind energy as a percentage of total power output (AWEA, 2020)

18%

lower construction costs than national average (NAI Global)

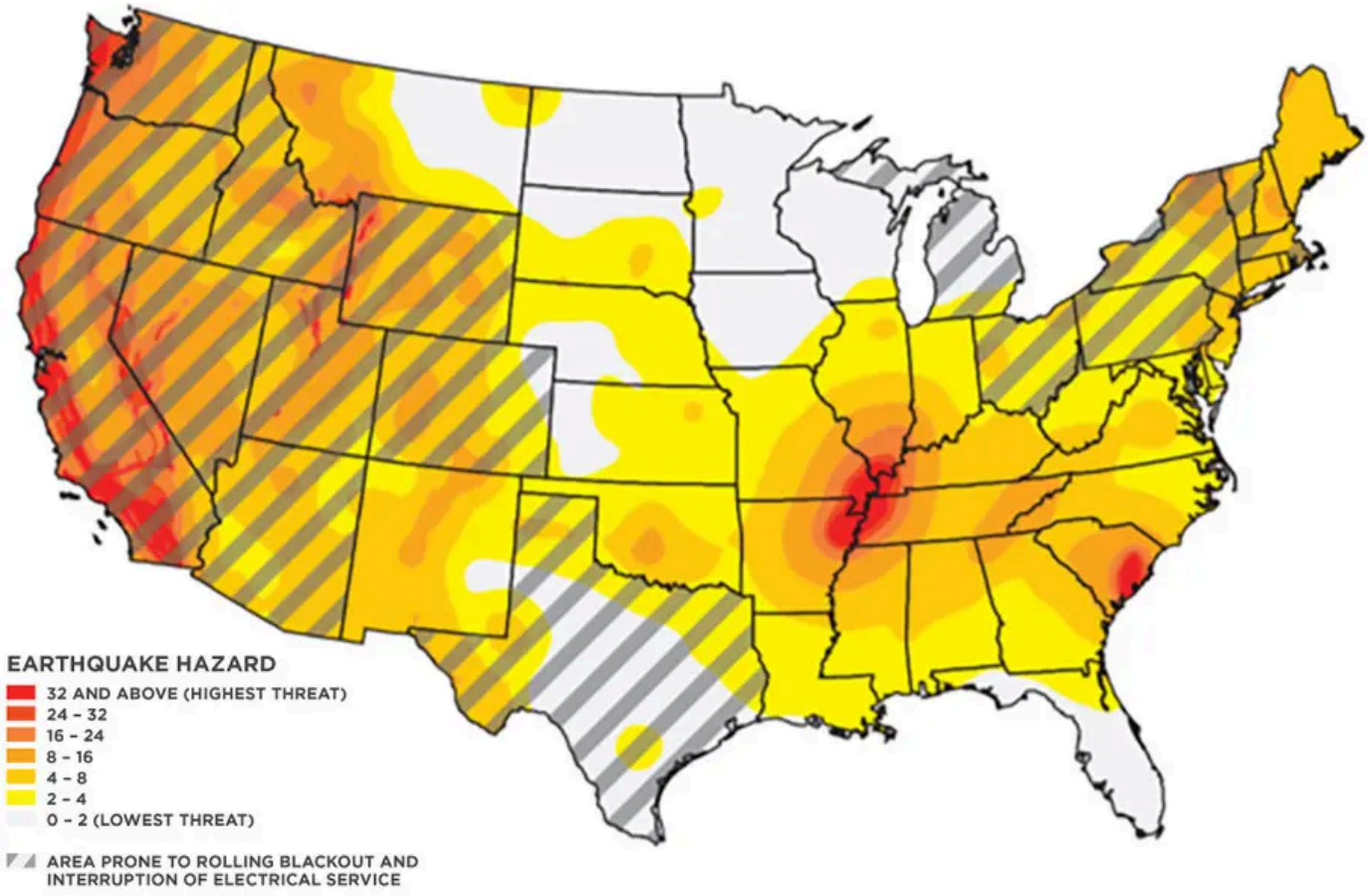
#2

lowest cost of doing business in the country (Business Facilities, 2017)

In the Safe Zone

Low earthquake and blackout risk in Iowa

USGS Earthquake Hazard Program



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READY TO BUILD

Buildings & Sites

Iowa Economic Development Authority (IEDA) provides access to robust information for companies looking to expand or relocate and can help find the perfect site or location.



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SEE HOW WE STACK UP

50-State Comparison Tool

Go ahead, compare us. We think you'll like what you see.

Compare Iowa to Other States

(https://50states.opportunityiowa.gov)

Michael Gould(https://opportunityiowa.gov/contacts/michael-gould)

Email Address

michael.gould@iowaeda.com

Phone(s)

515.348.6189

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COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT (this "Agreement"), is made on and shall become effective this ___ day of November, 2025 (the "Effective Date") by and among **LPE 01 PROPCO LLC**, a Delaware limited liability company ("LPE 1 Owner"), **GREENFIELD ROAD OWNER, LLC**, a Delaware limited liability company ("Greenfield Owner"), **HARRISBURG PLACE OWNER, LLC**, a Delaware limited liability company, ("Harrisburg Owner"; each an "Owner" and collectively the "Owners"), and the **CITY OF LANCASTER**, a Third Class City of the Commonwealth of Pennsylvania (the "City") (each a "Party", and collectively, the "Parties").

BACKGROUND

A. The Owners intend to develop the "Lancaster AI Hub", an innovation hub that will host computer infrastructure dedicated to the latest artificial intelligence applications used every day by businesses, schools and government to unlock productivity and innovation gains, powering the rapidly emerging AI ecosystem.

B. The Lancaster AI Hub is expected to consist of three (3) large-scale data center buildings (each a "DC Building", and collectively the "DC Buildings") across two campuses of approximately seventy-five (75) acres each with the campuses to be known as "Lancaster AI Hub West" and "Lancaster AI Hub East" (each a "Campus", and collectively, the "Campuses").

C. It is anticipated that the development of Lancaster AI Hub East and Lancaster AI Hub West will occur in phases. For Lancaster AI Hub East, the partial demolition and adaptive retrofit of the former RR Donnelly Facility began in August 2025. The primary construction activities for the initial 400,000 square foot DC Building (as hereinafter defined) thereon are targeted to commence in January 2026, followed by a second approximately 650,000 square foot DC Building in August 2026. For Lancaster AI Hub West, the construction of an approximately 1 million square foot DC Building is targeted for November 2026.

D. The primary intended use of the DC Buildings is to house computer servers and related infrastructure focused on the delivery of the latest artificial intelligence applications.

E. The initial tenant for DC Building 1 of AI Hub East (on LPE Unit 1 (as hereinafter defined)) is CoreWeave, Inc., a leading provider of cloud services that are purpose-built for scaling, supporting and accelerating the development and deployment of artificial intelligence applications.

F. Each of the planned three (3) DC Buildings are critical facilities intended to operate and be staffed on a twenty-four (24) hour, seven (7) day a week basis requiring the installation of emergency generators and other redundant power systems such as uninterruptable power supply units at each of the DC Buildings.

G. The Owners expect that the Project will employ approximately one hundred fifty (150) people at each Campus to operate the secure facilities and the equipment hosted inside.

H. The City and Owners acknowledge and agree that the City has identified certain concerns with respect to the impact of the construction and operation of the Lancaster AI Hub on

the City and its residents.

I. The City and the Owners acknowledge and agree that the performance by Owners of their obligations as set forth below are to address those concerns.

J. The City and the Owners wish to provide for various community benefits as defined herein for the City, its residents and the larger surrounding public sector in connection with the design, construction, maintenance and operation of the Lancaster AI Hub including, without limitation, designing the same to be architecturally appealing with strong aesthetics, landscaping the Campuses to be authentic, harmonic and visually pleasant, utilizing trees and other plantings to shield the view of the DC Buildings from important site lines, using natural resources such as trees, planting and technologies to minimize the noise from the Campuses, assuring the proper handling of any environmentally unsafe or hazardous substances currently located on or to be utilized in conjunction with the Campuses, assuring that water, wastewater and energy usage are effectively managed and their impact on the environment minimized.

K. The Parties wish to provide for additional community benefits to assist the City and community in its long-term goals related to environmental sustainability, workforce development and local job growth, business development and technical assistance, infrastructure improvements, and other projects to be identified by the Parties pursuant to this Agreement for the benefit of the Lancaster community.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Background and mutual covenants set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Owners, intending to be legally bound hereby, agree as follows:

ARTICLE 1 -- INTRODUCTORY MATTERS

Section 1.1 Purpose.

The purpose of this Agreement is for the Lancaster AI Hub, in conjunction with the City, to provide for a concerted and coordinated effort to maximize the design, economic and educational benefits of the Project (as hereinafter defined) for the City and its residents, businesses and community stakeholders, to minimize the environmental impact of the Project on the community and to assist the City and community in their efforts related to environmental sustainability, workforce development and local job growth, business development and technical assistance, infrastructure improvements, and other similar matters as identified by the Parties pursuant to this Agreement.

Section 1.2 Priorities.

Through the application of this Agreement, the Parties have determined to prioritize the following goals and commitments:

1. Providing environmental protections and sustainability.
2. Management and control of noise emissions.
3. Management and control of air emissions.
4. Commitments to the use of Clean Energy.
5. Control and management of water consumption and discharge.
6. Fire and Emergency Management and E-Waste Management.

ARTICLE 2 -- DEFINITIONS

Agreement: This Community Benefits Agreement by and among the City and the Owners, as defined in the Preamble above.

Campus or Campuses: As such terms are defined in the Background above.

City of Lancaster or City: a municipal corporation organized and existing as a Third Class City under the Home Rule Charter and Optional Plans Law of the Commonwealth of Pennsylvania with its principal place of business located at 120 North Duke Street, Lancaster, Pennsylvania 17602, as defined in the Preamble above.

City Ordinances: Any and all applicable City ordinances, including, but not limited to those included within the Code of the City of Lancaster.

Clean Energy: Any source of energy that produces low or no greenhouse gas emissions (compared to carbon fuel sources) including, but not limited to, solar, wind, hydro, geothermal, ocean, and nuclear power.

Construction Financing Date: The date in which an Owner receives the first draw of funding under a construction loan for its DC Building (and not simply for the reimbursement of already performed predevelopment, development and/or construction activities), including all required infrastructure therefor necessary to obtain a certificate of occupancy for the DC Building.

DC Building Construction Commencement Date: The date in which an Owner commences vertical construction of its DC Building (as opposed to preliminary site or existing structure preparation work) pursuant to a City building permit therefor.

Contingent Clean Energy Fund: As such term is defined in Section 3.3.5 below.

DC Building or DC Buildings: As such terms are defined in the Background above.

***Derived from Clean Energy Sources*:** (i) the procurement of Clean Energy pursuant to a power purchase agreement(s) (or similar contractual instrument(s)); and/or (ii) the procurement of renewable energy certificates and/or other similar renewable energy credit instruments (regardless of location in the United States) including, but not limited to, Pennsylvania alternative energy credits.

Effective Date: As such term is defined in the Preamble above.

Emergency Management Plan: A Plan detailing emergency response and other requirements as more particularly set forth in Section 5.1.1 below.

Event of Default: Any material failure by either Party to perform any of its obligation under this Agreement.

E-Waste Management Plan: A plan for the disposition of computer hardware, energy transmitting equipment, energy generating equipment, chillers and any other portions of the cooling system and backup generators as more particularly described in Section 5.3 below.

Greenfield Owner: As such term is defined in the Preamble above, the owner of LPE Unit 2.

Harrisburg Owner: As such term is defined in the Preamble above.

Lancaster AI Hub East or LPE: The property identified as 216 Greenfield Road, Lancaster, Pennsylvania, as more particularly described by metes and bounds legal description attached to this Agreement as **Exhibit "A"** and made a part hereof, subject to that certain Declaration of Condominium of CIG Lancaster East Land Condominium dated August 7, 2025 made by Greenfield Owner and creating "LPE Unit 1" and "LPE Unit 2".

Lancaster AI Hub West or LPW: The property identified as 1375 Harrisburg Pike, Lancaster, Pennsylvania, as more particularly described by metes and bounds legal description attached to this Agreement as **Exhibit "B"** and made a part hereof.

Landscape Plan: A holistic Landscape Plan prepared by a professional landscape architect detailing the landscaping and tree canopies to be utilized at the Lancaster AI Hub East or Lancaster AI Hub West. This Plan is more further described in Section 4.1 hereof.

Law: All federal, state and local statutes (including City ordinances) and promulgated regulations.

Letter of Credit: A written undertaking issued by a federally-insured bank (or such other financial institution reasonably acceptable to the City) on behalf of an Owner, committing to pay the City or the Lancaster County Community Foundation (as the case may be) a specified amount of money under this Agreement within a set time frame, provided that the City or the Lancaster County Community Foundation (as the case may be) presents documents complying with the terms and conditions stated in the Letter of

Credit. In all instances, a Letter of Credit shall be in such form and substance as reasonably approved by the City.

LPE 1 Owner: As such term is defined in the Preamble above, the owner of LPE Unit 1.

LPE Unit 1: Condominium Unit 1 of that certain Declaration of Condominium of CIG Lancaster East Land Condominium dated August 7, 2025 made by Greenfield Owner, concerning 216 Greenfield Road, Lancaster, Pennsylvania.

LPE Unit 2: Condominium Unit 2 of that certain Declaration of Condominium of CIG Lancaster East Land Condominium dated August 7, 2025 made by Greenfield Owner, concerning 216 Greenfield Road, Lancaster, Pennsylvania.

Lighting Plan: A Lighting Plan implementing the City's dark skies standards as more particularly described in Section 4.3 below.

Local Hiring Plan: A plan for achieving designated local resident hiring goals and identifying other Workforce Development Plans for the Lancaster AI Hub as more particularly described in Section 6.2 below.

Noise Mitigation Plan: A Plan satisfactory to the City provided by an Owner for each of the Properties, including noise studies for the Properties, addressing the amount of noise to be created by each Property and how such noise will be mitigated and/or abated. The Plan must be prepared and certified by professional acoustical engineer retained by the Owner(s), and is subject to review and comment by the City. This Plan is further described in Section 3.1 below.

Owner or Owners: As such terms are defined in the Preamble above, meaning LPE 01 Owner, Greenfield Owner, Harrisburg Owner.

***Party or Parties*:** Shall mean the signatories to this Agreement, as defined in the Preamble above.

Project: The design, development, construction and operation of the Lancaster AI Hub.

Properties: Collectively the LPE and/or LPW and singularly Property means either of the two.

Required Clean Energy Payment -- Degree 1: As such term is defined in Section 3.3.5 below.

Required Clean Energy Payment -- Degree 2: As such term is defined in Section 3.3.5 below.

Sustainable Development and Clean Energy Fund: A fund of and for the City to be utilized by the City to advance its stated sustainability and climate goals, policies, and actions in the Comprehensive Plan, Climate Action Plan, and other relevant strategic documents and initiatives of the City that meets similar goals and policies.

Term: As such term is defined in Section 10.1.1 below.

Thermal Heat Mitigation Plan: The Plan further described in Section 4.4 below.

ARTICLE 3 -- PERFORMANCE COMMITMENTS

The Owners have an overall goal of responsible environmental stewardship and in conjunction therewith shall be guided by the following goals and commitments set forth in Section 1.2 above.

Section 3.1 Noise.

3.1.1 Each Campus will not transmit any noise that enters any adjacent Residential or PO zoning district or residence existing on the Effective Date hereof exceeding the ambient noise levels at those receiving properties measured at pre-construction of the Project. The ambient noise levels will be measured at locations representative of the nearest residential or PO zoning district or residence existing on the Effective Date hereof. Determination of average ambient noise levels for residentially zoned properties or residences existing on the Effective Date hereof will be the lowest 1-hour equivalent sound level ("LEQ") measured at the respective locations and will establish both day (*i.e.* 7:00 a.m. to 10:00 p.m. E.S.T.) and night (*i.e.* 10:00 p.m. to 7:00 a.m. E.S.T.) 1- hour LEQ sound limits. For park (PO) zoned areas, the sound level limits will be the lowest 1–hour LEQ for day (7:00 a.m. to 10:00 p.m. E.S.T.) only. Ambient sound levels shall be measured at the locations representative of the nearest receiving premises. The measurement locations will be set back from the local roadways per industry guidance. If significant insect or high frequency noise is measured during the ambient measurements, the A-weighted noise compensated (LANS) noise metric will be used in place of the LEQ for establishing the existing ambient. Each Owners shall design and construct the Campuses to minimize the noise impact on the users of the receiving properties and neighboring residential properties and parks. In doing so, the Owners shall initially utilize low noise, magnetic levitation-based chiller systems specifically designed for use in urban areas and shall enclose its emergency generators in sound attenuating enclosures. Testing and routine maintenance of emergency generators shall only occur during daytime hours and not on Sundays or federal holidays. Both ambient and transmitted noise levels shall be measured (both pre-construction and post-construction) at the receiving premises property line for residential zoned properties and at location deemed essential within PO zoned districts. Provided the post-construction are dominated by background sound sources (for example local traffic) at these locations, supplementary representative locations may be used to determine project-generated noise levels at the respective property lines and/or locations.

3.1.2 Each Owner shall provide to the City for each Campus a noise mitigation plan satisfactory to the City to address noise concerns in the design, development, construction, and operation thereof. That plan shall include the noise studies performed by the applicable Owner for the Campus and shall authorize the City and the City's consultants to review and analyze the same. The noise mitigation plans provided by the Owners shall, at a minimum, include a detailed acoustic study showing the amount of noise to be produced by normal operations and strategies to minimize noise and achieve the threshold level described in Section 3.1.1 above.

3.1.3 The Noise Mitigation Plan(s) required hereunder must be prepared and certified by a professional acoustic engineer or acoustic engineer certified by the institute of noise control engineering and shall be approved by the City, which approval should not be unreasonably withheld, conditioned or delayed.

Section 3.2 Air Quality.

The Lancaster AI Hub shall comply with all federal and state laws with respect to air emissions. Upon request from the City, the Owners shall provide copies of any and all permits they have received and shall at all times comply with all permits received for air emissions emanating from the Campuses. Further, all backup generators used shall contain and/or utilize selective catalytic reduction systems or other systems approved by the City and the state to capture appropriate air emissions. Such systems will be equipped with pre-heat systems, ensuring that they are fully functional during routine testing and maintenance of the emergency generators. Upon request, the Owners shall provide to the City copies of their Spill Prevention, Control and Countermeasure and Spill Prevention Response plans approved by the Pennsylvania Department of Environmental Protection and any amendments thereto made during the term of this Agreement.

Section 3.3 Energy Usage.

3.3.1 Electricity used for all DC Buildings of the Lancaster AI Hub shall be entirely Derived from Clean Energy Sources.

3.3.2 If prior to the commencement of data center operations at a DC Building, the Owner produces evidence in the form of an affidavit and/or a certification from the data center tenant(s) that a contract (or contracts) exist(s) for the provision of electricity in compliance with Section 3.3.1 above for at least a term of ten (10) years, this Section 3.3 shall be deemed conclusively satisfied with respect to such DC Building for the Term and such DC Building's Owner shall have no further liability or obligations thereunder.

3.3.3 In the event that a DC Building's Owner fails to comply with Section 3.3.2 above, but if prior to the commencement of data center operations at the DC Building, such Owner produces evidence in the form of an affidavit and/or a certification from the data center tenant(s) that a contract (or contracts) exist(s) for the provision of at least eighty percent (80%) electricity Derived from Clean Energy sources for at least a term of ten (10) years, such Owner's liability with respect to such DC Building under this Section 3.3 (including any further liability or obligations under this Section 3.3 related to the DC Building during the Term) shall be limited to making a Required Clean Energy Payment -- Degree 1 from the Contingent Clean Energy Fund (as such terms are defined in Section 3.3.5

below). The City shall deposit any payment received pursuant to this Section 3.3.3 into the Sustainable Development and Clean Energy Fund.

3.3.4 In the event that a DC Building's Owner fails to comply with either Sections 3.3.2 or 3.3.3 above, but if prior to the commencement of data center operations at the DC Building, such Owner produces evidence in the form of an affidavit and/or a certification from the data center tenant(s) that a contract (or contracts) exist(s) for the provision of at least sixty percent (60%) electricity Derived from Clean Energy sources for at least a term of ten (10) years, such Owner's liability with respect to such DC Building under this Section 3.3 (including any further liability or obligations under this Section 3.3 related to the DC Building during the Term) shall be limited to making a Required Clean Energy Payment -- Degree 2 (as such term is defined in Section 3.3.5 below) from the Contingent Clean Energy Fund. The City shall deposit any payment received pursuant to this Section 3.3.4 into the Sustainable Development and Clean Energy Fund.

3.3.5 On or before the Construction Financing Date (or in the event that an Owner does not procure debt financing, the DC Building Construction Commencement Date) for the first DC Building, the Owners shall deliver to the City (or cause to deliver) a Letter of Credit for $10,000,000 (the "Contingent Clean Energy Fund"). Upon each DC Building that commences operations in compliance with Section 3.3.2, the Contingent Clean Energy Fund (and associated Letter of Credit) shall be reduced by $2,500,000 (and the City shall in each instance sign a release therefor). For purposes of this Agreement: (i) a "Required Clean Energy Payment -- Degree 1" is (x) with respect to LPE, a payment to the Sustainable Development and Clean Energy Fund in the amount of $2,500,000, and (y) with respect to LPW, a payment to the Sustainable Development and Clean Energy Fund in the amount of $5,000,000 (which once made to the City shall reduce the Letter of Credit securing the Contingent Clean Energy Fund by the same amount); and (ii) a "Required Clean Energy Payment -- Degree 2" is (x) with respect to LPE, a payment to the Sustainable Development and Clean Energy Fund in the amount of $5,000,000, and (y) with respect to LPW, a payment to the Sustainable Development and Clean Energy Fund in the amount of $10,000,000 (which once made to the City shall reduce the Letter of Credit securing the Contingent Clean Energy Fund by the same amount). Notwithstanding the foregoing, in no event shall the Contingent Clean Energy Fund be less than $5,000,000 until all three (3) DC Buildings in the Lancaster AI Hub are in compliance with either Section 3.3.2, 3.3.3 or 3.3.4 above.

3.3.6 In the event that a DC Building's Owner fails to comply either Sections 3.3.2, 3.3.3 or 3.3.4 above, such DC Building Owner shall comply with Section 3.3.1 throughout the Term or be subject to the provisions set forth in Article 9 -- Enforcement of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, following receipt of a temporary certificate of occupancy from the City for a DC Building, but prior to the receipt of a permanent certificate of occupancy from the City the commencement of data center operations at that DC Building, the Owner shall either (i) comply with either Section 3.3.2, 3.3.3 or 3.3.4 above, or (ii) produce evidence in the form of an affidavit and/or a certification from the data center tenant(s) that a contract (or contracts) exist(s) for the provision of electricity in compliance with Section 3.3.1 above for at least the initial year of operation of the DC Building.

Section 3.4 Water Usage.

The Owners covenant and agree that their use of municipal water shall not exceed twenty thousand (20,000) gallons per day at either of the Campuses.

Section 3.5 Wastewater Usage.

The Owners shall design and construct the Campuses to limit wastewater to the capacity permitted under the capacity determination letter for each Property issued by the relevant sewer authority.

ARTICLE 4 -- SITE DESIGN AND CONSTRUCTION COMMITMENTS

Section 4.1 Landscaping and Tree Canopy.

4.1.1 Landscaping and trees shall be provided on each Campus by the Owners to enhance and be consistent with the Campuses and their natural and built surroundings and shall further serve to provide buffering and screening as set forth further in this Agreement.

4.1.2 For each Campus, the Owners shall provide to City a holistic landscape plan (the "Landscape Plan") prepared by a professional landscape architect, satisfactory to the City, for the entire Campus along with the landscaping, tree planting and other natural buffers that will be utilized to create a minimum one hundred (100) foot wide buffer yard along the entire length of any abutting public street frontage and along any property lines which abuts property used for residential or community park purposes or is zoned residential or for park purposes (as of the Effective Date) and to cover a minimum fifty (50) foot wide buffer yard along any property line adjacent to any other use. The plan required by this Section 4.1 must account for any essential public utilities.

4.1.3 No utilities other than essential utilities should cross the buffer and if they do cross any buffers they shall be by a minimum traversal distance and then only if every precaution is used to replace any lost visual screen with a screened wall or comparable feature. The landscaping and buffer area shall be composed of a combination of landscaping and screen techniques using vegetation where possible.

4.1.4 If earthen berms are utilized and are planted onto exterior slopes, they shall be of a grade no steeper than 3:1. The landscape plan by this Section 4.1 shall ensure adequate irrigation and soil for the health of the trees, shrubs and other groundcovers and shall include a maintenance plan adequate to maintain the health and appearance of all landscaping elements.

Section 4.2 Buffering and Screening.

4.2.1 Buffering and screening shall be provided to reduce the noise output of any facilities and equipment necessary for cooling, ventilating or operating the facilities, including, but not limited to power generators, accessory electrical substations, or other power supply equipment.

4.2.2 Any ground-mounted facilities and equipment shall be fully enclosed if technically and reasonably feasible.

4.2.3 If a full enclosure is deemed technically or reasonably infeasible by the City, the equipment must be screened by a visually solid barrier such as a wall, fence, building and/or natural materials that absorb noise and protect neighboring properties from noise pollution. Equipment on the rooftop of facilities shall be screened by a parapet wall, equipment penthouse or visually solid screen on all four sides.

4.2.4 Rooftop equipment that is visible above the parapet wall shall be set back from the exterior or parapet wall a distance of no less than the height of such equipment.

Section 4.3 Lighting.

4.3.1 The Owners shall design, construct and operate the Lancaster AI Hub with lighting designed in accordance with the five core principles of the International Sky Association; namely: (i) all light should have a clear purpose with consideration for how the use of light will impact the area, including wildlife and their habitats; (ii) light should be directed so it falls only where it is needed using shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed; (iii) light should be no brighter than necessary using the lowest light level required and being mindful of surface conditions, as some surfaces may reflect more light into the night sky than intended; (iv) use light only when it is needed with controls such as timers or motion detectors to ensure that light is available when it is needed, dimmed when possible, and turned off when not needed; and (v) use warmer-color lights where possible limiting the amount of shorter wavelength (blue-violet) light to the least amount needed.

4.3.2 The Owners shall provide to the City a Lighting Plan, including security lighting needs; exterior equipment; lighting areas needed in proposed lighting; lighting design to provide safe working conditions; explanation of how all exterior lighting shall avoid or minimize off-site lighting effects; using task lighting only as needed; designing and using task lighting that is capable of being activated or shut off by auto-shutoff; requiring full cutoff fixtures, with no drop down optical elements for exterior security or lighting. The Owners shall update the Lighting Plan on a yearly basis for the first five (5) years of operation for each Campus to ensure that neighboring property owners are not unduly burdened by light from a Campus. The Lighting Plan updates should attempt to include interviews or surveys with adjoining owners of Residential or PO zoned properties located within 500 ft of each Campus as of the Effective Date.

Section 4.4 Thermal Heat Mitigation.

The Owners shall submit to the City a Thermal Heat Mitigation Plan which shall include, at a minimum, analysis of (and where feasible) strategies for using waste heat for productive purposes within the each DC Building or elsewhere on Campus or within the community; as well as strategies such as heat dissipation, vegetative or green roof, and/or site design to offset urban heat island effects. The plan must be prepared and certified by a professional engineer and approved by the City, which approval shall not be unreasonably withheld.

Section 4.5 Cooling Systems, Chillers and Generators.

4.5.1 The Owners shall utilize low noise or magnetic levitation/based chiller systems specially designed for use in urban areas for building, heating and cooling. Those chillers will be part of a closed-loop cooling system which will be used to the maximum extent possible and operated with minimal use of municipal water and no added chemicals.

4.5.2 Emergency generators will be enclosed in sound attenuating enclosures and will only run at short intervals for monthly testing and maintenance, with testing to occur during daylight hours only.

Section 4.6 Stormwater, Climate Resiliency, Healthy Buildings, and Restoration following Construction.

4.6.1 The Owners will reasonably maximize rainwater and gray water capture for use in its landscape irrigation.

4.6.2 The Owners shall also integrate native plants, as shown in its Landscape Plan, into its stormwater management and streetscape improvements and will assure that adequate storm drainage is provided to prevent runoff from the properties to surrounding streets.

4.6.3 Following construction, the Owners and their employees and contractors shall restore all areas, pavements, curbs, driveways, sidewalks, draining and erosion control structures and measures, vegetation, landscaping and other disturbed features.

4.6.4 Where feasible, the Owners will design, construct and operate the Lancaster AI Hub in such a manner as to maximize climate resiliency and healthy building features.

Section 4.7 Fencing.

Fences shall be constructed of good quality and visually appealing materials such as ornamental steel (for publicly facing areas) or other durable security grade materials, including non-climbable security fences. Except as required by Law, features such as barbed wire and razor wire will not be utilized and are prohibited. All fencing shall be in compliance with Law.

ARTICLE 5 -- OPERATIONAL COMMITMENTS

Section 5.1 Emergency Management.

5.1.1 The Owners shall submit an Emergency Management Plan for each of the Campuses reasonably satisfactory to the City. The Emergency Management Plan should include a first responder stakeholder report to identify all potential first responders that would report to either of the facilities in case of an emergency, along with a jurisdictional analysis, including but not limited to emergency management services, fire, and police within the City and surrounding jurisdictions that could be required to respond.

5.1.2 The Owners will provide training on an ongoing basis to all identified applicable first responders on facility-specific emergency response protocols, needs and processes, with such training provided at no cost to the City or those first responders. Further, in the event of an emergency which requires the Owners to notify the Pennsylvania Department of Environmental Protection, the Pennsylvania Department of Health, any state agency or any federal or local emergency service or agency, the Owners will immediately thereafter notify the City's Emergency Management Coordinator of the circumstances and events requiring initial reporting to the previously referenced entities.

5.1.3 Should the City be required to provide emergency response services to either of the Campuses, in the instance that any such emergency response costs the City in excess of Twenty-Five Thousand Dollars ($25,000.00), the Owner or Owners of the particular DC Building or Buildings at which the emergency response was conducted shall pay within thirty (30) days of receipt of an invoice from the City, all costs incurred by the City for such emergency response in excess of said Twenty-Five Thousand Dollars ($25,000.00).

Section 5.2 Noise Testing.

5.2.1 In response to a complaint received by the City, which the City determines to be reasonable, the applicable Owner shall verify whether its Campus is still in compliance with Section 3.1 of this Agreement; provided, however, that the City may only make one such request every two (2) years.

5.2.2 At the completion of the DC Buildings on each Campus, the applicable Owner(s) shall perform noise testing to verify compliance with Section 3.1 of this Agreement.

Section 5.3 E-Waste; and Decommissioning.

The Owners shall submit to the City an E-Waste Management Plan reasonably satisfactory to the City detailing how all E-Waste will be handled throughout the course of the term of this Agreement, including, without limitation, provisions for disposing of computer hardware, energy transmitting equipment, energy generating equipment, chillers, any other portion of the cooling system and the backup generators. In the event that a DC Building is decommissioned, all tenant installed data center equipment shall be promptly removed from the Property (unless otherwise repurposed in the Project) and such DC Building shall be put out of service in full compliance with Law.

ARTICLE 6 -- COMMUNITY ENGAGEMENT COMMITMENTS

Section 6.1 Website, Access to Info, Community Portal and Complaint Process.

During the Term, the Owners shall maintain a publicly accessible website(s) upon which the Owners shall post relevant information regarding the general design, construction, operation, maintenance and use of the Lancaster AI Hub, i.e. non-proprietary (and publicly accessible) information such as construction timelines, dates of any public meetings with City approval agencies, and the issuance of City permits. Where appropriate, the website(s) shall provide a portal for residents and property owners to pose questions or concerns. The Owners shall

throughout the Term keep the website(s) timely updated and utilize it as a meaningful means of communication with City residents, business owners and property owners. In consultation with the City, the Owners shall establish reasonable policies and procedures for investigating and responding to complaints regarding the use of the Lancaster AI Hub.

Section 6.2 Hiring Policies.

6.2.1 The Owners expect the Project to generate new local jobs and economic opportunities for the benefit of the City and the community. This will require the training, referral and hiring of local residents, minorities and women in the participation of local businesses in the Project.

6.2.2 The Owners are committed to robust representation of the same both in the construction and operation of the Lancaster AI Hub and will, therefore, use good faith efforts to hire local residents for both construction and permanent positions at the Lancaster AI Hub.

6.2.3 In consultation with the City, the Owners will create a Local Hiring Plan outlining policies and procedures it will follow with identified percentage goals for local resident hiring (both in construction and permanent workforce).

6.2.4 The Owners' Local Hiring Plan should also outline how it will achieve the foregoing local resident hiring goals and at a minimum, provide that the Owners will work with identified local entities with the goals of hiring local residents which plan shall, at a minimum, provide that the Owners will work with identified local entities to host job fairs, to make efforts to hire workers through local referral and to provide appropriate advanced notice to local residents who might be eligible for jobs to come open at the Lancaster AI Hub.

Section 6.3 Avoiding Worker Misclassification.

The Fair Labor Standards Act (FLSA) provides minimum wage and overtime pay protections to nearly all workers in the United States. Some employers incorrectly treat workers who are employees under this federal law as independent contractors. The Internal Revenue Service uses three criteria to determine if employees are being misclassified: behavior control; financial control; and relationship of the parties. Employers must pay Social Security, medical and unemployment taxes and withhold their employee's income tax, Social Security and Medicare taxes. Independent contractors are responsible for their own taxes. The Owners agree that they shall avoid misclassifying employees as independent contractors and shall at all times comply with the FSLA.

ARTICLE 7 -- REPORTING REQUIREMENTS

Section 7.1 Annual Reporting.

The Owners shall compile and present to City Council at its first regularly scheduled meeting in the month of April each year, a report that will include:

(i) Details regarding each of DC Building's percentage usage of Clean Energy for the preceding year and a summary of where that electric usage was acquired (*i.e.* either through power purchase agreements or the retirement of renewable energy credits/certificates); and

(ii) If an Owner does not comply with either Section 3.3.2, 3.3.3 or 3.3.4 above, evidence of compliance with Section 3.3.1 for the preceding calendar year.

ARTICLE 8 -- FINANCIAL CONTRIBUTIONS TO THE LANCASTER COUNTY COMMUNITY FOUNDATION AND THE CITY'S SUSTAINABLE DEVELOPMENT AND CLEAN ENERGY FUND

Section 8.1 Financial Contributions to the Lancaster County Community Foundation.

8.1.1 LPE Unit 1.

(a) On or before the Construction Financing Date (or in the event that an Owner does not procure debt financing, the DC Building Construction Commencement Date) for the DC Building on LPE Unit 1, LPE 1 Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Lancaster County Community Foundation to be used and administered in accordance with Section 8.1.3 below (which once made to the Lancaster County Community Foundation shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

(b) Within thirty (30) calendar days of the commencement of data center operations at the DC Building on LPE Unit 1, LPE 1 Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Lancaster County Community Foundation to be used and administered in accordance with Section 8.1.3 below (which once made to the Lancaster County Community Foundation shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

8.1.2 LPE Unit 2

(a) On or before the Construction Financing Date (or in the event that an Owner does not procure debt financing, the DC Building Construction Commencement Date) for the DC Building on LPE Unit 2, Greenfield Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Lancaster County Community Foundation to be used and administered in accordance with Section 8.1.3 below (which once made to the Lancaster County Community Foundation shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

(b) Within thirty (30) calendar days of the commencement of data center operations at the DC Building on LPE Unit 2, Greenfield Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Lancaster County Community Foundation to be used and administered in accordance with Section 8.1.3 below (which once made to the Lancaster County Community Foundation shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

8.1.3 Use and Administration of Contributions to the Lancaster County Community Foundation.

(a) A committee consisting of the City's Director of the Department of Community Planning and Economic Development, a representative of the LPE 1 Owner, a representative of Greenfield Owner, a board member or officer of the Lancaster County Economic Development Company, a board member or representative of the Lancaster Community Foundation, and a member appointed by the Mayor of the City with City Council's consent shall by majority, collectively determine how contribution made under this Section 8.1 shall be utilized, in a manner to be consistent with the purposes set forth in Section 1.1 of this Agreement, Law, and so as to provide both direct benefit to City residents, businesses, property owners, institutions and not-for-profit entities; it being understood and agreed that programming can be funded that provides such support while also providing support in the neighboring communities. The City represents that the Lancaster County Community Foundation has agreed to disburse the funds as set forth above.

(b) Notwithstanding anything to the contrary contained in this Agreement, within thirty (30) days after the Effective Date, (i) the Owners shall provide (or cause to be provided) a contribution in the amount of $250,000 to the Lancaster County Community Foundation to be used solely to carry out a planning process and/or complete a strategic plan (with the Owners' participation) to guide the deployment of funds contributed under this Section 8.1; and (ii) such $250,000 contribution under clause (i) shall be credited against any amount required by 8.1.1 above.

(c) LPE Unit 1 Owner and Greenfield Owner shall each have a right to audit the distribution, usage and effectiveness of contributions made under this Section 8.1 on an annual basis. At the end of each calendar year, the Lancaster County Community Foundation shall provide LPE Unit 1 Owner and Greenfield Owner with a written report detailing the same.

Section 8.2 Financial Contributions to the City's Sustainable Development and Clean Energy Fund.

8.2.1 LPE Unit 1

(a) On or before the Construction Financing Date (or in the event that an Owner does not procure debt financing, the DC Building Construction Commencement Date) for the DC Building on LPE Unit 1, LPE 1 Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Sustainable Development and Clean Energy Fund to be used and administered in accordance with Section 8.2.3 below (which once made to the Sustainable Development and Clean Energy Fund shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

(b) Within thirty (30) calendar days of the commencement of data center operations at the DC Building on LPE Unit 1, LPE 1 Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Sustainable Development and Clean Energy Fund to be used and administered in accordance with Section 8.2.3 below (which once made to the Sustainable Development and Clean Energy Fund shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

8.2.2 LPE Unit 2

(a) On or before the Construction Financing Date (or in the event that an Owner does not procure debt financing, the DC Building Construction Commencement Date) for the DC Building on LPE Unit 2, Greenfield Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Sustainable Development and Clean Energy Fund to be used and administered in accordance with Section 8.2.3 below (which once made to the Sustainable Development and Clean Energy Fund shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

(b) Within thirty (30) calendar days of the commencement of data center operations at the DC Building on LPE Unit 2, Greenfield Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Sustainable Development and Clean Energy Fund to be used and administered in accordance with Section 8.2.3 below (which once made to the Sustainable Development and Clean Energy Fund shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

8.2.3 Use and Administration of Contributions to the Sustainable Development and Clean Energy Fund

(a) In consultation with LPE Unit 1 Owner and Greenfield Owner, the City shall utilize contributions made under this Section 8.2 in a manner consistent with the purposes set forth in Section 1.1 of this Agreement, Law, and so as to provide both direct benefit to City residents, businesses, property owners, institutions and not-for-profit entities.

(b) LPE Unit 1 Owner and Greenfield Owner shall each have a right to audit the distribution, usage and effectiveness of contributions made under this Section 8.2 on an annual basis. At the end of each calendar year, the City shall provide LPE Unit 1 Owner and Greenfield Owner with a written report detailing the same.

Section 8.3 On or before the Construction Financing Date for the first DC Building of the Project, the Owners shall deliver (or cause to be delivered) to the City either: (i) a Letter of Credit for $20,000,000 securing their obligations under this Article 8; or (ii) if acceptable to the City (in its sole and complete discretion), a corporate guarantee from an entity with a net worth of $100 million or more guarantying the Owners' obligations under this Article 8.

ARTICLE 9 -- ENFORCEMENT

Section 9.1 Duty to negotiate.

The Parties recognize that the commitments and obligations to each other set forth in this Agreement require the ongoing cooperation of the Parties. The Parties therefore, commit to use good faith efforts to resolve any dispute arising hereunder. This Agreement imposes on both Parties a duty to negotiate in good faith all matters relating hereto. Unless otherwise expressly provided in this Agreement, whenever a Party's consent or approval is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

Section 9.2 Enforcement of Financial Contributions.

9.2.1 Should an Owner fail to pay (or cause to be paid) any amount of the financial contributions provided in Section 3.3 or Article 8 above, the City shall be entitled to enforce such obligation to pay in any court of competent jurisdiction. Upon a final determination (after the exhaustion of any appeals) that the Owner's failure to pay was in violation of this Agreement, such Owner shall promptly pay the unpaid amounts and any and all other costs and interest assessed by the court. Unless the court otherwise determines, such payment shall include interest from the date the unpaid amount should have been paid as determined by the court through the date of payment at the higher of the interest rate imposed by the court or the average prime rate published in the Wall Street Journal during the period of non-payment.

9.2.2 The provisions of Section 9.2.1 above to the contrary notwithstanding, if a Letter of Credit (or some other form of financial security accepted by the City in its sole and complete discretion) is provided to the City in accordance with this Agreement to secure Owner financial obligations under Section 3.3 or Article 8 hereof, the City's sole remedy shall be to draw down on the Letter of Credit (or such other City approved form of financial security) in the amount of the outstanding obligation.

Section 9.3 Notice of Default and Opportunity to Cure.

9.3.1 If a Party believes an Event of Default has occurred, it must promptly notify the alleged defaulting Party in writing.

9.3.2 Upon receipt of notice from the City that an Owner failed to pay any contribution required by Section 3.3 or Article 8 above as when due, such Owner shall have ten (10) business days to cure the failure described in the notice.

9.3.3 For any other notice claiming an Event of Default, the alleged defaulting Party shall have thirty (30) days to cure the failure described in the notice; provided, however, that if the alleged non-performance is not capable of cure within thirty (30) days, the alleged defaulting Party shall have an additional thirty (30) days to cure provided good faith efforts to cure have begun within the initial thirty (30) day period.

Section 9.4 Injunctive Relief.

9.4.1 If the alleged defaulting Party fails to cure within the time specified in Section 9.3 above, then :

(a) The non-Defaulting Party may exercise any and all remedies available to it, in law, in equity, or otherwise; and

(b) The Parties acknowledge and agree that, in the event of an uncured Event of Default, the remedies available at law would be inadequate and the non-breaching Party shall therefore be entitled to equitable (including injunctive) relief enforcing the terms of this Agreement; and

(c) The Parties agree that money damages shall not be an adequate remedy for breach (or threatened breach) of this Agreement and agree that this Agreement may be enforced by an application for a preliminary or permanent injunction, by a

decree of specific performance, or such other order or decree of a court of competent jurisdiction.

9.4.2 The agreed remedy set forth herein shall not be construed to limit or derogate any legal or equitable remedy authorized by applicable law or a court's ability to determine facts, weigh evidence, and exercise its own discretion with respect to enforcement of any term or condition hereof.

Section 9.5 Limitation of Liability.

9.5.1 In no event shall an Owner, its officers, members, employees, agents or contractors, be liable for any indirect, incidental, special, punitive, exemplary, consequential or similar damage, even if advised of the possibility of such damage or claim, based on a third party claim from the non-application or misapplication by the City or any other party of all or any portion of the financial contributions provided pursuant hereto.

9.5.2 Provided that an Owner complies with terms and conditions of this Section 9.5.2, in no event shall an Owner, its officers, members, employees, agents or contractors have any personal financial liability due to any breach of this Agreement and instead such personal financial liability shall be limited to an Owner's ownership interest in a Property. Prior to conveying a Property to a third party, an Owner shall assign its obligations under this Agreement to such third party and obtain an assumption of the same as of the date of any such conveyance.

ARTICLE 10 -- TERM; EFFECTIVENESS

Section 10.1 Term. The Term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the twentieth (20th) anniversary thereof, unless terminated in writing by an Owner for failure to obtain all final and unappealable (without any appeals being filed) governmental or quasi-governmental approvals, permits, consents and licenses from all applicable federal, state, or local authorities to operate the contemplated Project on its Property. Notwithstanding the foregoing, if data center operations cease at Campuses, the Parties shall in good faith negotiate an early termination of this Agreement.

Section 10.2 Effectiveness.

10.2.1 The provisions of this Agreement to contrary notwithstanding, an Owner shall have no obligations under this Agreement whatsoever with respect to a particular Campus or Property (or a financial contribution under Section 3.3 or Article 8 above) unless and until such Owner: (i) obtains all final and unappealable (without any appeals then existing) governmental or quasi-governmental approvals, permit, consents and licenses from all applicable federal, state or local authorities to operate the contemplated Project on its Property; and (ii) such Owner closes on a construction loan for the first DC Building on its Property, and thereafter commences construction of the same.

10.2.2 The provisions of Section 10.2.1 above to the contrary notwithstanding, the provisions of Section 8.1.3(b) above shall be effective automatically as of the Effective Date.

ARTICLE 11 -- PLAN SUBMISSION TIMELINES

Section 11.1 Initial submissions.

11.1.1 LPE. Within sixty (60) days of the Effective Date of this Agreement, LPE 1 Owner and Greenfield Owner shall submit to the City the following plans described and required herein with respect to LPE:

(a) Noise Mitigation Plan;

(b) Thermal Heat Mitigation Plan;

(c) Emergency Management Plan;

(d) E-Waste Management Plan; and

(e) Local Hiring Plan

11.1.2 LPW. Within sixty (60) days of signing a lease for a credit data center tenant for LPW, the Harrisburg Owner shall submit to the City the plans identified in Section 11.1.1 with respect to LPW:

Section 11.2 Plans and reports to be submitted during the term of the Agreement.

The Developer shall submit the Landscape Plan and Lighting Plan for each of the Properties withing sixty (60) days of the date it submits a Land Development Plan for LPW. If the Land Development Plans have already been submitted as of the Effective Date of this Agreement, such Reports shall be submitted within thirty (30) days of the Effective Date.

ARTICLE 12 – THE PROJECTS' EXISTING AND PENDING LAND USE APPROVALS

Section 12.1 On or about February 18, 2025, the Zoning Officer of the City of Lancaster issued two separate advisory opinions to the Owners and one of their members that the development of the Lancaster AI Hub (*i.e.* THE DC Buildings) was a permitted use under and pursuant to the City's existing Zoning Ordinance. The Owners have since proceeded to both acquire and begin development of the Properties (including the first demolition permit therefor on June 11, 2025) in reasonable reliance upon the such advisory opinions. As such, the Parties acknowledge and agree that the negotiation, drafting and execution of this Agreement is not conditioned upon or related to the prior issuance of such opinions and/or existing City permits/approvals, or any future City permits/approvals.

Section 12.2 The Parties further acknowledge that the staff of the City of Lancaster, at the direction of City Council of the City of Lancaster, is preparing and plans to adopt amendments to its Zoning Ordinance to incorporate specific zoning requirements for future properties to be utilized as data centers. The City, by executing this Agreement and by doing so prior to the date that it has scheduled or will schedule public hearings on the proposed legislation, acknowledges and agrees that the design, construction and operation of the Lancaster

AI Hub shall not be affected or impacted by such legislation; provided, however, that with respect to Lancaster AI Hub West, the exclusion of applicability of the pending legislation shall only apply in the instance that land development plans are submitted within two (2) years the Effective Date of this Agreement.

Section 12.3 The Owners further agree that any development of Lancaster AI Hub West will be subject to the provisions of the Subdivision and Land Development Ordinance of the City of Lancaster and that no building permits for the vertical construction of the DC Building thereon will be issued absent an approved land development plan unless that requirement is waived by the City's Planning Commission.

ARTICLE 13 -- MISCELLANEOUS

Section 13.1 Contact Person.

Each of the Parties shall designate a contact person for all matters under this Agreement, including without limitation application of the financial contributions and all requests for advice and guidance.

Section 13.2 No Partnership.

The City and the Owners shall not in any way, for any purpose, be deemed to be partners under Pennsylvania or any other applicable law.

Section 13.3 No Third Party Beneficiaries.

This Agreement is made by and for the benefit of the Parties hereto and shall not be deemed for the benefit or enforcement by any third party.

Section 13.4 Compliance with Law.

As set forth above, this Agreement may only be enforced to the extent that it is consistent with the laws of the United States of America, Commonwealth of Pennsylvania and City of Lancaster. If any provision of this Agreement is held by a court of law to be in conflict with state or federal law or determined by governmental authority having jurisdiction to be a conflict, the applicable law shall prevail over the terms of this Agreement and the conflicting provisions of this Agreement shall not be enforceable.

Section 13.5 Venue and Jurisdiction

The Parties consent to the exclusive venue and jurisdiction of any litigated matters arising here from in the Court of Common Pleas of Lancaster County and the United States District Court for the Eastern District of Pennsylvania.

Section 13.6 Force Majeure.

In any case where either Party hereto is required to do any act, delays caused by or resulting from: an act of nature; war; civil commotion; fire or other casualty; labor difficulties; general shortages of labor; materials or equipment; enemy or hostile government actions; a taking of a whole or any part of the Properties; denial to an Owner by any party of the right of access to any adjoining real property, which right is vested in such Owner by contract or pursuant to applicable law, if such access if required to accomplish the obligations of an Owner pursuant to this Agreement; inability of a public utility to provide power, heat or light or any other utility service; force majeure beyond such Parties reasonable control collectively, ("force majeure"), shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time, a fixed period of time, or a reasonable time.

Section 13.7 Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall continue in full force and effect; provided, however, that the material and mutual purposes of this Agreement may still be fulfilled.

Section 13.8 Binding on Successors.

This Agreement shall be binding upon and inure to the benefit of the successors in interests, transferees, and assigns of each of the Parties.

Section 13.9 Correspondence.

All notices or other communications given pursuant to this Agreement shall be in writing and shall be sent by: (a) United States registered or certified mail, postage prepaid, return receipt requested, or (b) nationally recognized overnight carrier guaranteeing overnight delivery, addressed as follows: The addresses of the Parties are:

If to the City:

City of Lancaster
120 North Duke Street
Lancaster, Pennsylvania 17602
Attention: Mayor Danene Sorace

with a required copy to:

City of Lancaster
120 North Duke Street
Lancaster, Pennsylvania 17602
Attention: City Solicitor Barry Handwerger

If to LPE 1 Owner:

2010 Wilson Blvd.
Suite 525
Arlington, VA 22201

Attn: David Kelly
David.kelly@ctp-dc.com

with a required copy to:

Ballard Spahr LLP
1735 Market St., 51st Floor
Philadelphia, PA 19129
Attn: Matthew N. McClure, Esquire

If to Greenfield Owner:

2010 Wilson Blvd.
Suite 525
Arlington, VA 22201
Attn: David Kelly
David.kelly@ctp-dc.com

with a required copy to:

Ballard Spahr LLP
1735 Market St., 51st Floor
Philadelphia, PA 19129
Attn: Matthew N. McClure, Esquire

If to Harrisburg Owner:

2010 Wilson Blvd.
Suite 525
Arlington, VA 22201
Attn: David Kelly
David.kelly@ctp-dc.com

with a required copy to:

Ballard Spahr LLP
1735 Market St., 51st Floor
Philadelphia, PA 19129
Attn: Matthew N. McClure, Esquire

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. All notices shall be deemed given upon receipt or refusal, as applicable.

Section 13.10 Estoppel.

The City, at any time and from time to time, within ten (10) business days after written request from an Owner, shall execute and deliver to such Owner, addressed to such Owner and any prospective or current lender or investor, an estoppel certificate confirming whether or not such Owner is in compliance with the terms and conditions of this Agreement with the understanding that such estoppel certificate may and can be relied upon by such Owner and any

such lender or investor in the Project. Nothing in this Section 13.11 shall relieve an Owner from otherwise complying with Law.

Section 13.11 Waiver

The waiver of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or term of this Agreement.

Section 13.12 Entire Agreement.

This Agreement contains the entire agreement between the Parties and supersedes any prior agreements whether written or oral.

Section 13.13 Amendments.

This Agreement may not be altered, amended or modified, except by an instrument in writing signed by the Parties.

Section 13.14 Authority of Signatories.

The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of the respective Parties.

Section 13.15 Counterparts.

This Agreement or the signature pages hereof, may be executed in any number of original counterparts, all of which evidence only one Agreement and only one full and complete copy of which need be produced for any purpose. The facsimile of a signature will have the same legal effect as an originally drawn signature, the Parties hereby specifically authorize the use of electronic signatures to execute this Agreement.

Section 13.16 Joint Drafting.

This Agreement has been drafted jointly by the Parties and accordingly shall not be construed for or against any such Party solely on account of such drafting.

Section 13.17 Public Records.

This Agreement and any and all documents executed and/or delivered in conjunction herewith shall be deemed public records of the City of Lancaster and disclosable to the public in accordance with the Right-to-Know Law of the Commonwealth of Pennsylvania; provided, however, that any documents submitted by an Owners subject to exceptions of for disclosure by the Right-to-Know Law of the Commonwealth of Pennsylvania for confidential or proprietary information, security and/or other buildings and people and/or any other applicable exception may result in the City denying disclosure of the same.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement as of Effective Date.

THE CITY:

THE CITY OF LANCASTER,
a Third Class City of the
Commonwealth of Pennsylvania

_____
By:
Name:
Title:

THE OWNERS:

LPE 01 PROPCO LLC, a Delaware limited liability company

_____
By:
Name:
Title:

GREENFIELD ROAD OWNER, LLC, a Delaware limited liability company

_____
By:
Name:
Title:

HARRISBURG PLACE OWNER, LLC, a Delaware limited liability company

_____
By:
Name:
Title:

EXHIBIT "A"

METES AND BOUNDS LEGAL DESCRIPTION OF LANCASTER AI HUB EAST

[see attached]

EXHIBIT A

to Special Warranty Deed

Legal Description

LEGAL DESCRIPTION OF LANCASTER EAST

FIRST DESCRIBED:

ALL THAT CERTAIN lot or tract of land being situated on the Southwest side of PA Legislative Route 36185, being known as Greenfield Road, and the West side of PA Legislative Route 36183 Spur E, North side of Penn Central Railroad, New Holland Branch, and the Southeast side of PA Legislative Route 36185, being known as Pitney Road, partly in East Lampeter Township and partly in the City of Lancaster, Lancaster County, Pennsylvania, as shown on a survey prepared by Huth Engineers, Inc., dated August 7, 1974, Drawing No. AA-1934, said tract being more fully bounded and described as follows:

BEGINNING at a point in the right-of-way of PA Legislative Route 36183, being known as the Lancaster By-Pass, a corner of land now or formerly of Roy Weaver, Inc., said point being situated at or near the South edge of concrete of said PA Legislative Route 36183, said point being in the dividing line of the City of Lancaster and East Lampeter Township; thence extending along land now or formerly of Roy Weaver, Inc., and extending in and along PA Legislative Route 36183 Spur E, being known as Greenfield Road and extending along the boundary line of the City of Lancaster and East Lampeter Township, South 15 degrees 08 minutes 50 seconds East, a distance of 934.39 feet to a point, a corner of land now or formerly of Jupiter M & W Corp., thence leaving PA Legislative Route 36183 Spur E and extending along lands now or formerly of Jupiter M & W Corp., and extending along the boundary line between the City of Lancaster and East Lampeter Township, the following two (2) courses and distances: 1) South 83 degrees 42 minutes 10 seconds West, a distance of 412.62 feet to an iron pin; and 2) South 15 degrees 06 minutes 50 seconds East, a distance of 321.31 feet to a point in the North line of the Penn Central Railroad-New Holland Branch; thence extending along the same, and the boundary line between the City of Lancaster and East Lampeter Township, the following two (2) courses and distances: 1) South 83 degrees 43 minutes 10 seconds West, a distance of 1,553.0 feet to a point; and 2) in a line curving to the right, having a radius of 1,500.82 feet and an arc distance of 580.44 feet, the chord said arc being North 85 degrees 12 minutes 05 seconds West, a distance of 576.83 feet to a point in the boundary line between the City of Lancaster and East Lampeter Township; thence extending along the same, South 39 degrees 18 minutes 15 seconds West, a distance of 3.52 feet to a point in the right-of-way of lands now or formerly of Penn Central Railroad the following two (2) courses and distances: 1) North 72 degrees 55 minutes 20 seconds West, a distance of 214.68 feet to a point; and 2) North 67 degrees 41 minutes 55 seconds West, a distance of 198.57 feet to a point, a corner of lands now or formerly of James R. and Anna Landis; thence extending along the same, the following two (2) courses and distances: 1) North 39 degrees 40 minutes East, a distance of 618.29 feet to a point; and 2) North 49 degrees 25 minutes West, a distance of 500.88 feet to a point in PA Legislative Route 36185, being known as Pitney Road, North 40 degrees 35 minutes East, a distance of 582.54 feet to a point, a corner of land now or formerly of General Cigar Company, Inc. (the last five (5) courses and distances having been situated in East Lampeter Township);

thence extending along lands now or formerly of General Cigar Company Inc., and extending along the boundary line between East Lampeter Township and the City of Lancaster, South 46 degrees 47 minutes 45 seconds East, a distance of 874.50 feet to a limestone; thence along lands now or formerly of General Cigar Company, Inc., North 39 degrees 06 minutes 10 seconds East, a distance of 1,475.76 feet to a point in PA Legislative Route 36185, known as a Greenfield Road, said last mentioned course having crossed the center line of PA Legislative Route 36183, being known as the Lancaster By-Pass, a distance of 133.16 feet Southwest of the terminus of the last mentioned course; thence extending in Pennsylvania Legislative Route 36183, respectively, South 49 degrees 01 minute 50 seconds East, a distance of 834.90 feet to the point and place of BEGINNING.

EXCEPTING AND RESERVING therefrom 1.019 acres of land, which Donnelley Printing Company, by Deed dated November 17, 1981, and recorded in the Recorder of Deeds Office aforesaid in Deed Book X-83, page 250, granted and conveyed unto Pennsylvania Power & Light Company.

SECOND DESCRIBED:

ALL THAT CERTAIN tract of land, together with the improvements thereon erected known as No. 143 Pitney Road, situate on the Southeast side of Pitney Road (LR 36185) in the Township of East Lampeter, County of Lancaster and Commonwealth of Pennsylvania, and being Lot No. 1, as shown on a Final Plan for James R. Landis, as recorded in Subdivision Plan Book J-75, Page 18, bounded and described as follows:

BEGINNING at a point in Pitney Road, a corner of Lot No. 2 on the aforesaid plan; thence extending along said lot No. 2, South 49 degrees 25 minutes East, a distance of 500.88 feet to a point; thence along the same, South 39 degrees 40 minutes West, a distance of 618.29 feet to a point in the right-of-way for Penn Central Railroad; thence in the same, North 67 degrees 41 minutes 55 seconds West, a distance of 537.93 feet to a point in Pitney Road; thence in said Pitney Road, North 40 degrees 35 minutes East, a distance of 786.96 feet to the place of BEGINNING.

EXCEPTING AND RESERVING therefrom all that certain lot or piece of ground that was condemned by Commonwealth of Pennsylvania Department of Transportation against R.R. Donnelley & Sons Company et al., filed May 10, 2000 at File No. CI-00-04809 and evidenced by Notice of Condemnation recorded in Record Book 6629, page 397.

Being the same premises which LSC Communications US, LLC, a Delaware limited liability company, by Deed dated 11/30/2020 and recorded 12/21/2020 in Lancaster County as Document No. 6568237 conveyed unto LSC Communications MCL LLC, a Delaware limited liability company, in fee.

EXHIBIT "B"

METES AND BOUNDS LEGAL DESCRIPTION OF LANCASTER AI HUB WEST

[see attached]

EXHIBIT B

to Special Warranty Deed

Legal Description

LEGAL DESCRIPTION OF LANCASTER WEST

Tract 1:

ALL THAT CERTAIN tract or parcel of land situate to the east of Old Harrisburg Pike (S.R. 4020), in the City of Lancaster, County of Lancaster, Commonwealth of Pennsylvania, as shown on a plan by Acer Engineers Consultants, Inc., dated October 1994 and revised September 30, 1995, Drawing No. AA-1834-1 and being more fully bounded and described as follows to wit:

BEGINNING at the southwest corner of the tract, a point in or near the centerline of the Old Harrisburg Pike (S.R. 4020); thence in and along the same, North forty-three (43) degrees fifty-three (53) minutes forty-nine (49) seconds West, a distance of four hundred thirty-six and fifty-five hundredths (436.55) feet to a point; and North thirty-three (33) degrees forty-nine (49) minutes thirty (30) seconds West, a distance of four hundred eighty-six and twenty-nine hundredths (486.29) feet to a point, a common corner with Tract 3 and a point on the boundary line between the City of Lancaster and Manheim Township; thence leaving said road and along said line, North sixty-six (66) degrees forty-three (43) minutes East, a distance of one thousand eight hundred seventy-seven and twenty-three hundredths (1,877.23) feet to a point on a corner of lands now or formerly of Penn Central Railroad; thence along a common line with said lands, South thirty (30) degrees thirty-nine (39) minutes zero (00) seconds East, a distance of three hundred ten and zero hundredths (310.00) feet to a point; and South thirty-six (36) degrees six (06) minutes sixteen (16) seconds East, a distance of nine hundred seventy-one and ninety-one hundredths (971.91) feet to a point, a corner in common with Tract 2; thence along a common line with Tract 2, South ten (10) degrees forty-one (41) minutes zero (00) seconds East, a distance of one hundred ten and forty hundredths (110.40) feet to a point; and along a curve to the right with a radius of three hundred nine and thirty-three hundredths (309.33) feet, a central angle of ninety-five (95) degrees fifty-eight (58) minutes forty-two (42) seconds, an arc length of five hundred eighteen and seventeen hundredths (518.17) feet and a chord which bears South thirty-seven (37) degrees eighteen (18) minutes twenty-one (21) seconds West, for a distance of four hundred fifty-nine and sixty-eight hundredths (459.68) feet to a concrete monument found, a corner of lands now or formerly of Conrail; thence along a common line with "Conrail" and along a curve to the left with a radius of five thousand seven hundred ninety-two and zero hundredths (5,792.00) feet, a central angle of fifteen (15) degrees forty-nine (49) minutes fifty-eight (58) seconds, an arc length of one thousand six hundred and fifty-two hundredths (1,600.52) feet, and a chord which bears North eighty-seven (87) degrees eleven (11) minutes twenty-seven (27) seconds West, for a distance of one thousand five hundred ninety-five and forty-four hundredths (1,595.44) feet to a point on the east right-of-way line of Old Harrisburg Pike; thence along said line, South forty-four (44) degrees eight (08) minutes forty-three (43) seconds East, a distance of twelve and forty-two hundredths (12.42) feet to a point; thence leaving said line crossing onto Old Harrisburg Pike along a curve to the left with a radius of five thousand seven hundred eighty and zero hundredths (5,780.00) feet, a central angle of zero (00) degrees twenty-three (23) minutes eight (08) seconds, an arc length of thirty-eight and

ninety hundredths (38.90) feet and a Chord which bears South eighty-four (84) degrees twenty-four (24) minutes zero (00) seconds West, a distance of thirty-eight and ninety hundredths (38.90) feet to the POINT OF BEGINNING; CONTAINING approximately 53.958 Acres, more or less.

EXCEPTING therefrom any portion of the same premises conveyed to the Commonwealth of Pennsylvania, Department of Transportation by deed dated May 8, 1989, and recorded in Record Book 2650, Page 646.

TRACT 2:

ALL THAT CERTAIN tract or parcel of land situate to the east of Old Harrisburg pike (S.R. 4020), in the City of Lancaster, County of Lancaster, Commonwealth of Pennsylvania, as shown on a plan by Acer Engineers & Consultants, Inc., dated October 1994 revised September 30, 1995, Drawing No. AA-1834-1 and being more fully bounded and described as follows to wit:

BEGINNING at a concrete monument found at the southwest corner of the tract, a corner in common with Tract 1; thence along a common line with Lot 1 and along a curve to the left with a radius of three hundred nine and thirty-three hundredths (309.33) feet, a central angle of ninety-five (95) degrees fifty-eight (58) minutes forty-two (42) seconds, an arc length of five hundred eighteen and seventeen hundredths (518.17) feet and a chord which bears North thirty-seven (37) degrees eighteen (18) minutes twenty-one (21) seconds East, for a distance of four hundred fifty-nine and sixty-eight hundredths (459.68) feet to a point; and North ten (10) degrees forty-one (41) minutes zero (00) seconds West, a distance of one hundred ten and forty hundredths (110.40) feet to a point on a common line with lands now or formerly of Penn Central Railroad; thence along said lands the following three (3) courses and distances: (1) South thirty-six (36) degrees six (06) minutes sixteen (16) seconds East, a distance of two hundred thirty and zero hundredths (230.00) feet to a point; (2) South thirty-nine (39) degrees eleven (11) minutes twenty-six (26) seconds East, a distance of three hundred sixty-nine and zero hundredths (369.00) feet to a point; and (3) South fourteen (14) degrees fifty-five (55) minutes forty-three (43) seconds West, a distance of one hundred seventy-two and zero hundredths (172.00) feet to an iron pin found, a point on a line of lands now or formerly of Conrail; thence along said lands, North seventy-five (75) degrees fifteen (15) minutes forty-six (46) seconds West, a distance of four hundred and nineteen hundredths (400.19) feet to an iron pin found; and North seventy-two (72) degrees twenty-two (22) minutes forty-eight (48) seconds West, a distance of two hundred five and twelve hundredths (205.12) feet to the POINT OF BEGINNING;

CONTAINING approximately 3.414 Acres, more or less.

TRACT 3:

ALL THAT CERTAIN tract or parcel of land situate to the east of Old Harrisburg Pike (S.R. 4020), in the Township of Manheim, County of Lancaster, Commonwealth of Pennsylvania, as shown on a plan by Acer Engineers & Consultants, Inc., dated October 1994, Drawing No. AA-1834-1 and being more fully bounded and described as follows to wit:

BEGINNING at the southwest corner of the tract, a common corner with Tract 1 and a point on the boundary line between Manheim Township and the City of Lancaster, in or near the centerline

of Old Harrisburg Pike (S.R. 4020); thence in and along said Pike and continuing along said boundary line, North thirty-three (33) degrees forty-four (44) minutes fifty (50) seconds West, a distance of two hundred forty-four and sixteen hundredths (244.16) feet to a point, a corner in common with land now or formerly of Long Park Commission; thence leaving said Pike and along said lands and continuing along said boundary line the following six (6) courses and distances: (1) North sixty-six (66) degrees thirty-eight (38) minutes zero (00) seconds East, a distance of eight hundred seventeen and twelve hundredths (817.12) feet to a point; (2) North nineteen (19) degrees forty (40) minutes zero (00) seconds West, a distance of one hundred eleven and twenty-five hundredths (111.25) feet to a point; (3) North sixty-nine (69) degrees thirty (30) minutes zero (00) seconds East, a distance of eight hundred thirty-five and seventeen hundredths (835.17) feet to a point; (4) North forty-one (41) degrees thirty (30) minutes fifty (50) seconds East, a distance of sixty-two and ninety-two hundredths (62.92) feet to a point; (5) South eighty-four (84) degrees twenty (20) minutes thirty (30) seconds East, a distance of sixty-five and twenty-five hundredths (65.25) feet to a point; and (6) North sixty-nine (69) degrees forty-four (44) minutes zero (00) seconds East, a distance of eighty-two and thirteen hundredths (82.13) feet to a concrete monument found, a point on line of lands now or formerly of Penn Central Railroad; thence along said lands and continuing along said boundary line, South thirty-six (36) degrees nine (09) minutes fifty (50) seconds East, a distance of three hundred ten and forty-six hundredths (310.46) feet to a concrete monument found; and South sixty-six (66) degrees forty-three (43) minutes zero (00) seconds West, a distance of nine and three hundredths (9.03) feet to a point, a corner in common with Tract 1; thence along Tract 1 and still continuing along said boundary line, South sixty-six (66) degrees forty-three (43) minutes zero (00) seconds West, a distance of one thousand eight hundred seventy-seven and twenty-three hundredths (1,877.23) feet to the POINT OF BEGINNING; CONTAINING approximately 12.511 Acres, more or less.

EXCEPTING therefrom any portion of the same premises conveyed to the Commonwealth of Pennsylvania, Department of Transportation by deed dated May 8, 1989, and recorded in Record Book 2650, Page 646.

FURTHER EXCEPTING thereout and therefrom that tract released in the Quitclaim Deed found in Record Book 7099, page 551; described as follows:

ALL THAT tract of land situated to the northerly side of Harrisburg Pike, SR 4020, in the Township of Manheim, County of Lancaster, and Commonwealth of Pennsylvania, being known as Parcel A shown on Final Plan prepared by J. Haines Shertzer Associates for R. R. Donnelley & Sons Company, dated January 7, 1999, last revised April 27, 1999, Drawing Number BE-886, recorded in the Office for Recording of Deeds, in and for Lancaster County, Pennsylvania, in Subdivision Plan Book J-208, Page 119, and being more fully bounded and described as follows:

BEGINNING at a point in the centerline of Harrisburg Pike, SR 4020, a corner of the City of Lancaster (Long Park); thence along the same, North 66 degrees 38 minutes East, a distance of 817.16 feet to a point, the True Place of Beginning, passing over a concrete monument found 50.48 feet from the point of commencement of this line and a concrete monument found 813.27 feet from the point of commencement of this line, being off line in a southeasterly direction of 0.14 feet; thence continuing along the land of the City of Lancaster the following five courses and distances, also being the Manheim Township and City of Lancaster Municipal line: (1) North 19 degrees 43 minutes 10 seconds West, a distance of 111.25 feet to a point, passing over a concrete monument

found 4.12 feet from the point of commencement of this line and passing over a concrete monument found 107.13 feet from the point of commencement of this line; (2) North 69 degrees 31 minutes 55 seconds East, a distance of 835.37 feet to a point, passing by a concrete monument found 4.19 feet from the point of commencement of this line, being off line in a northwesterly direction of 0.22 feet and passing over a concrete monument found 829.32 feet from the point of commencement of this line; (3) North 41 degrees 34 minutes 55 seconds East, a distance of 62.90 feet to a metal fence post in concrete, passing by a concrete monument found 55.05 feet from the point of commencement of this line, being off line in a northwesterly direction of 0.26 feet; (4) South 84 degrees 14 minutes 45 seconds East, a distance of 65.12 feet to a metal fence post in concrete, passing by a concrete monument found 4.09 feet from the point of commencement of this line, being off line in a northerly direction of 0.30 feet; (5) North 69 degrees 42 minutes 35 seconds East, a distance of 82.09 feet to the base of a bent iron pipe found, a corner of land of Amtrak passing over a concrete monument found 15.00 feet from the point of commencement of this line; thence along the same the following two courses and distances and the aforesaid Municipal Boundary Line: (1) North 67 degrees 16 minutes 30 seconds East, a distance of 7.07 feet to a concrete monument found; (2) South 36 degrees 07 minutes 25 seconds East, a distance of 72.23 feet to a point, a corner of Lot 1 of this plan, said point being located North 36 degrees 07 minutes 25 seconds West, a distance of 237.81 feet from a concrete monument found; thence along Lot 1 the following nine courses and distances: (1) South 42 degrees 49 minutes 40 seconds West, a distance of 243.37 feet to a point; (2) South 66 degrees 44 minutes 30 seconds West, a distance of 84.83 feet to a point; (3) South 70 degrees 59 minutes 00 seconds West, a distance of 232.82 feet to a point; (4) North 77 degrees 59 minutes 30 seconds West, a distance of 37.85 feet to a point; (5) South 71 degrees 39 minutes 15 minutes West, a distance of 127.55 feet to a point; (6) South 68 degrees 25 minutes 40 seconds West, a distance of 119.78 feet to a point; (7) South 66 degrees 49 minutes 50 seconds West, a distance of 129.81 feet to a point; (8) South 66 degrees 34 minutes 35 seconds West, a distance of 113.09 feet to a point; (9) North 23 degrees 25 minutes 25 seconds West, a distance of 54.47 feet to a point, the True Place of BEGINNING; CONTAINING approximately 3.837 acres, more or less.

AND FURTHER EXCEPTING that tract of land conveyed to the Commonwealth of Pennsylvania Department of Transportation as a required right-of-way as found in Instrument #6371537.

Being the same premises which LSC Communications US, LLC, a Delaware limited liability company by Deed dated 11/30/2020 and recorded 12/21/2020 in Lancaster County as Instrument # 6568240conveyed unto LSC Communications MCL LLC, a Delaware limited liability company, in fee.

Data Center Local Action Tracker

Local governments across the country are responding to rapid growth in data center development. Cities, towns and counties are adopting zoning standards, negotiating development agreements, reviewing infrastructure impacts, establishing moratoria and taking other actions to shape how data centers are proposed, approved and operated.

The **Data Center Local Action Tracker** documents publicly available examples of these actions, helping local leaders, staff, researchers and community partners understand emerging policy approaches and compare responses across the country.

About the Tracker

The tracker includes actions taken or considered by local governments, including zoning updates, moratoria and development agreements. Each entry includes the jurisdiction, action type, status, policy features and source materials.

Use the dashboard filters to explore actions by policy topic, region, population size and status, and select an entry for a full summary and source links.

This is a research and peer-learning resource. It does not evaluate whether an action is effective, appropriate or legally applicable elsewhere. Because local authority, state law and development conditions vary, review original source documents before applying an approach in your community.

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Accept



Dashboard: This dashboard presents information on local data center-related actions taken by municipalities. By filtering through this data, you can find more information or links to the

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Actions that establish, change, pause, or prohibit development.

BAN OR PROHIBITION

Ban or Prohibition

A local policy that prohibits data centers, or a particular category of data centers, within all or part of a jurisdiction. A prohibition may be permanent or may apply to specific zoning districts, facility types, cooling systems or development characteristics.

COORDINATION

MORATORIUM

ORDINANCE

STUDY OR TASK FORCE

Project Review & Decision-Making

Actions directly related to proposals for data center development.

DEVELOPMENT AGREEMENT

Development Agreement

A negotiated agreement between a local government and a developer or property owner that

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environmental protections, financial contributions, reporting requirements or project-specific community benefits.

PROJECT APPROVAL

PROJECT DENIAL

Community & Stakeholder Engagement

Actions involving public participation, advocacy, or negotiated community outcomes.

BALLOT MEASURE

Ballot Measure

A data center-related proposal submitted to voters. Ballot measures may address zoning, taxation, public financing, infrastructure, land use or another aspect of a proposed project or local policy.

CIVIC OPPOSITION

COMMUNITY BENEFITS AGREEMENT

PUBLIC ENGAGEMENT

Economic & Infrastructure Policies

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Incentive or Tax Policy

A policy or agreement that changes the tax or financial treatment of a proposed data center. Examples may include tax abatements, exemptions, rebates, credits, grants or tax increment financing. Entries may also include policies that condition incentives on performance standards, reporting, job creation or other commitments.

INFRASTRUCTURE OR UTILITY INVESTMENT

Policy Features

Ordinances and related land-use actions may be coded for one or more policy features. Click on the arrows below to learn about the policy features.

- **Definitions**
- **Special or Conditional Use Approval**
- **Planned Development or Rezoning**
- **Setbacks and Buffers**
- **Public Notice and Hearings**
- **Public Engagement**
- **Noise Mitigation**
- **Generator Regulations**
- **Energy Infrastructure and Grid Impacts**
- **Energy Standards**
- **Water Management and Infrastructure**

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▶ Health and Safety Review

▶ Emergency Response

▶ Development or Economic Agreements

▶ Community Benefits

▶ Architectural Design Standards

Methodology

The Data Center Local Action Tracker is based on publicly available information collected through desk research.

Sources include:

- Local ordinances and resolutions
- Planning and zoning documents
- Meeting agendas and minutes
- Development and economic agreements
- Local government reports and webpages
- News coverage

Entries are reviewed and coded according to the action categories, status classifications and policy features described on this page.

The tracker is not comprehensive. Local actions may not be included when documents are unavailable, decisions are not publicly reported or relevant information cannot be confirmed. The level of detail may also vary by entry based on the information available.

The tracker reflects actions identified as of the date of its most recent update. Entries will be reviewed and updated regularly as new policies, projects and source materials become available.

The tracker should not be interpreted as legal advice, an endorsement of any policy approach or a definitive record of every local action related to data centers.

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Submit an Action

Know of a local data center ordinance, moratorium, agreement, project decision or community process that should be included?

Use the submission form to share an action with the research team.

SUBMIT AN ACTION

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Innovation

NOVEMBER 11, 2025

AI in Action: Empowering Local Governments

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NLC NATIONAL LEAGUE OF CITIES

A CENTURY OF STRENGTHENING CITIES

EPI Center
CENTER FOR SCIENTIFIC EVIDENCE IN PUBLIC ISSUES

AAAS

Community Strategies to Address Data Center Development and Operation

Overview

This fact sheet explores how local governments can manage land use and the community impacts of data center development and operation. Building on insights about energy and environmental considerations, it highlights zoning ordinances, permitting strategies and policy tools that help cities, towns and villages guide data center siting while aligning with economic, sustainability and community development goals.

Zoning and Permitting

With the growth of artificial intelligence (AI) and the need for more data centers, a common challenge facing local governments is that older zoning codes do not explicitly address data centers. These facilities often fall between classifications. This ambiguity can result in case-by-case determinations and ad hoc review processes. Zoning code typically allows for specified development types through the following: by right, by conditional use, or by special exception.

TABLE 1: ZONING CATEGORIES

ZONING APPROACH	FEATURES
By Right	Projects that meet all zoning requirements are allowed to proceed without discretionary review or public hearings. Streamlined and predictable process.
By Condition Use	Projects may be allowed if they meet specific conditions set by the zoning ordinance. Typically requires a public hearing and approval from a zoning board or commission.
By Special Exception	Projects not normally permitted under current zoning may be approved if they meet certain criteria and do not adversely impact the surrounding area. Usually involves a public hearing and discretionary review.

Some local governments are adopting zoning amendments to specifically address data centers. For example, in Fairfax County, VA, officials have updated their zoning ordinance to define data centers and permit them by-right in select industrial and commercial zones, while introducing buffers, size thresholds, and location restrictions to guide development away from transit-oriented areas. Harrisonburg, VA took a different approach by removing by-right permissions and requiring special use permits for data centers in industrial zones, enabling more discretion in site selection and public engagement.

Loudoun County, VA is considering shifting from by-right permissions to a special exception model for new data centers. Proposed comprehensive plan changes would also limit future data center development in designated urban centers near transit.

Several local governments have used **overlays**, which provide additional rules on top of existing zoning regulations. Overlays can allow local governments to exercise greater control over where and how data centers are built. These mechanisms often include supplemental requirements related to noise, aesthetics, setbacks and environmental impact. Prince William County, VA created multiple overlay zones between 2016 and 2023, including the "Digital Gateway" district. These zones impose specific criteria, including 24-hour noise limits and landscaping requirements, while also enabling large-scale rezoning for data center parks. Limerick Township, PA created a data center overlay that requires compliance with detailed standards for noise, woodland preservation, water use and emergency access.

In Chandler, AZ, all new data centers must now go through a public hearing process and are restricted to specific districts. The city's ordinance requires detailed noise mitigation studies and regulates generator testing schedules to reduce disruptions.

Policy Tools and Local Incentives

Beyond zoning, local governments are experimenting with policy tools to shape the environmental footprint and community contributions of large building projects.

Some cities have adopted or explored **energy and water benchmarking requirements**. In 2023, Detroit, MI enacted an ordinance requiring large commercial buildings to report annual energy and water use. Similar policies exist in Chicago, IL and Atlanta, GA forming part of a broader trend toward transparency in high-resource-use sectors.

Several jurisdictions have explored **renewable energy and water efficiency incentives** tailored to data centers. While some operators voluntarily co-locate renewable energy, local governments have begun facilitating this through streamlined permitting and flexible zoning for on-site generation.

In New Albany, OH, a large **tax abatement was paired with community benefits** in a development agreement for a data center. In return for a 15-year, 100 percent property tax abatement, the developer committed to stormwater mitigation, scholarships for local students and cultural programs.

Community Engagement and Placemaking

Community engagement should begin early, before zoning changes are proposed or negotiations with data center developers take place. Proactive outreach to residents and community-based organizations builds trust, surfaces local priorities and creates opportunities to align development with community goals.

Creative placemaking offers a useful framework for engaging the public in data center planning and ensuring these projects contribute positively to the built environment. For example:

- Transforming required buffer zones into **public green spaces** or **walking trails** that benefit nearby neighborhoods.
- Using **community-led design processes** to shape screening, signage or building facades so they reflect local identity or cultural themes.
- Developing **public benefit agreements** tied to local education, job training or public Wi-Fi access, co-designed with community stakeholders.

In addition to public engagement, **collaboration with utilities and regional partners is essential**.

- Work with energy and water utilities early in the planning process to assess infrastructure capacity and coordinate long-term investments.
- Coordinate regionally with other municipalities and public utility commissions (PUCs) to address cumulative grid impacts, resource availability and shared development pressures.

By embedding engagement and collaboration into the planning process, cities, towns and villages can ensure data center development is more responsive to local needs and contributes to long-term community well-being.



TABLE 2: HOW LOCAL GOVERNMENT'S ADDRESS DATA CENTERS

JURISDICTION	ZONING APPROACH	KEY FEATURES
Fairfax County, VA	By-right in high-intensity zones with thresholds and restrictions	Triggers special review above 40,000 sq ft (commercial) or 80,000 sq ft (industrial); prohibited within 1 mile of Metro stations; performance standards for cooling and noise.
Harrisonburg, VA	Shifted from by-right to special use permitting	Requires public hearings and city council approval for data centers in industrial zones.
Prince William County, VA	Data center overlay zones	Includes Digital Gateway; applies 24-hour noise limits, architectural screening, and buffer standards.
Loudoun County, VA	Data center overlay zones	Would require discretionary review for all new facilities; restricts development in transit zones.
Chandler, AZ	Data center overlay zones	Requires public hearings, noise mitigation studies, and generator use restrictions.
Mesa, AZ	Data center overlay zones	Encourages clustering in advanced manufacturing zone; requires infrastructure capacity review and often includes design or noise provisions in development agreements.

Additional Resources

- Urban Land Institute, Local Guidelines for Data Centers
- American Planning Association, Data Center primer for planners

Technology Association of Iowa

FOR IMMEDIATE RELEASE

TAI Releases Economic Impact Study on Data Centers in Iowa

DES MOINES, Iowa (March 12, 2026) — The Technology Association of Iowa (TAI) today released a new study, Economic Impact Study of Data Centers in Iowa, prepared by an independent research firm to provide Iowa-specific economic context on data center operations and their contributions to jobs, income, and statewide economic activity.

As demand for digital infrastructure grows alongside continued technology adoption across industries, data center development has become a frequent topic in statewide conversations around infrastructure planning, workforce needs, and long-term competitiveness. The study is intended to support informed dialogue by grounding discussion in Iowa-specific data and outcomes.

The report estimates that current data center operations in Iowa support 9,139 jobs annually, generate $828 million in labor income, contribute $1.6 billion in value added, and drive $3 billion in total output each year. The analysis also highlights significant ripple effects across the economy, estimating that for every direct data center job, additional jobs are supported across other sectors statewide.

“Data centers are becoming a bigger part of Iowa’s economic conversation, and it’s important that the discussion is grounded in Iowa-specific data and facts,” said Brian Waller, President of the Technology Association of Iowa. “This study provides a clear snapshot of the economic contributions and statewide impact tied to data center operations, so leaders and stakeholders can engage with shared context as questions and decisions continue to evolve.”

The report includes additional findings related to statewide economic impacts and trend comparisons intended to help frame the broader context of data center growth in Iowa.

The full study is available for download at: [INSERT LINK]

About the Technology Association of Iowa (TAI)
The Technology Association of Iowa guides public policy, develops talent, and invests in our state's innovation ecosystem. Since 1997, we've united technology professionals and leaders to bolster economic prosperity across industries. Our members champion a clear truth: Technology is the cornerstone of Iowa's growth — and innovation is every Iowan's business.

Get involved at technologyiowa.org and follow us on LinkedIn.

Media Contact:
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nick@technologyiowa.org

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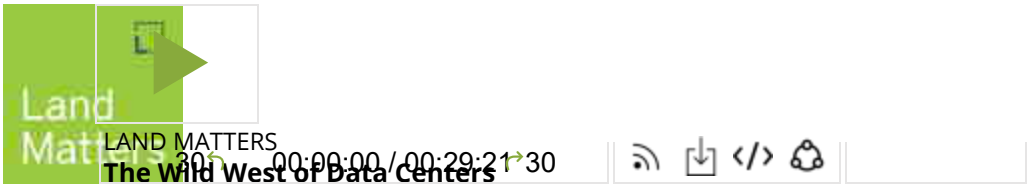
Land Matters Podcast / Season 6 / Episode 7

The Wild West of Data Centers: Energy and water use top concerns

December 18, 2025



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Data center in Haymarket Virginia. Credit: Hugh Kenny.

By Anthony Flint, December 18, 2025

It's safe to say that the proliferation of data centers was one of the biggest stories of 2025, prompting concerns about land use, energy and water consumption, and carbon emissions. The massive facilities, driven by the rapidly increasing use of artificial intelligence, are sprouting up across the US with what critics say is little oversight or long-term understanding of their impacts.

"There is no system of planning for the land use, for the energy consumption, for the water consumption, or the larger impacts on land, agricultural, (forest) land, historic, scenic, and cultural resources, biodiversity," said Chris Miller, president of the Piedmont Environmental Council, who has been tracking the explosion of data

project-level review, there's a lot of discussion about eliminating most of that to streamline this process. There is no aggregate assessment, and that's what's terrifying. We have local land use decisions being made without any information about the larger aggregate impacts in the locality and then beyond."

Miller appeared on the show alongside Lincoln Institute staff writer Jon Gorey, author of the article Data Drain: The Land and Water Impacts of Data Centers, published earlier this year, and Mary Ann Dickinson, policy director for Land and Water at the Lincoln Institute, who is overseeing research on water use by the massive facilities. All three participated in a two-day workshop earlier this year at the Lincoln Institute's Land Policy Conference: Responsive and Equitable Digitalization in Land Policy.

There is no federal registration requirement for data centers, and owners can be secretive about their locations for security reasons and competitive advantage. But according to the industry database Data Center Map, there at least 4,000 data centers across the US, with hundreds more on the way.

A third of US data centers are in just three states, with Virginia leading the way followed by Texas and California. Several metropolitan regions have become hubs for the facilities, including northern Virginia, Dallas, Chicago, and Phoenix.
Data centers housing computer servers, data storage systems and networking equipment, as well as the power and cooling systems that keep them running, have become necessary for high-velocity computing tasks. According to the Pew Research Center, "whenever you send an email, stream a movie or TV show, save a family photo to

center can gobble up as much power as a small city. The tech companies initially promised to use clean energy, but with so much demand, they are tapping fossil fuels like gas and coal, and in some instances even considering nuclear power.

Despite their outsized impacts, data centers are largely being fast-tracked, in many cases overwhelming local community concerns. They're getting tax breaks and other incentives to build with breathtaking speed, alongside a major PR effort that includes television ads touting the benefits of data centers for the jobs they provide, in areas that have been struggling economically.

Listen to the show here or subscribe to Land Matters on Apple Podcasts, Spotify, Stitcher, YouTube, or wherever you listen to podcasts.

Further Reading

Supersized Data Centers Are Coming. See How They Will Transform America | The Washington Post

Thirsty for Power and Water, AI-Crunching Data Centers Sprout Across the West | Bill Lane Center for the American West

Project Profile: Reimagining US Data Centers to Better Serve the Planet in San Jose | Urban Land Magazine

A Sustainable Future for Data Centers | Harvard John A. Paulson School of Engineering and Applied Sciences

Anthony Flint is a senior fellow at the Lincoln Institute of Land Policy, host of the Land Matters podcast, and a contributing editor of Land Lines.

Transcript

Anthony Flint: Welcome back to the *Land Matters Podcast*. I'm

Read full transcript

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Center for Water Policy
UNIVERSITY OF WISCONSIN MILWAUKEE | School of Freshwater Sciences

AI-Data Centers:
Legislative Model to Promote Transparency and Environmental Protections

Emilie Washer, Tressie Kamp, & Melissa Scanlan
March 2026



Authors

Emilie Washer is a Water Policy Specialist and Sea Grant UW Water Science-Policy Fellow 2025-2026 at the Center for Water Policy, in the School of Freshwater Sciences at University of Wisconsin-Milwaukee.

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Cover design by Cami Armendariz, Water Policy and Science Communications Graduate Fellow 2024-2026 at the Center for Water Policy.

Front cover photo: Construction work takes place on a portion of land between Walnut and Larrison roads and north of Early Road on an $11 billion Amazon Web Services data center campus on Tuesday, June 17, 2025, between South Bend and New Carlisle.
© USA TODAY NETWORK via Imagn Images

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INTRODUCTION

Data centers support the growing demands of data storage, cloud computing, streaming videos, crypto currency, and artificial intelligence (AI). As of November 2025, the United States (U.S.) hosted 4,165 data centers, by far the most in the world.[1] Data centers can vary widely in size and purpose.[2] Although the U.S. hosts thousands of them, in many situations, people did not notice them because they were small systems with little impact on their host locations.

However, as investment in crypto and AI has soared, the scale and number of data centers has mushroomed. For instance, in 2024 the total energy used by all 1,230 data centers in the top locations in the U.S. was 10.7 gigawatts (GW).[3] By comparison, in 2025, OpenAI announced plans for an overarching AI infrastructure platform of five Stargate data center sites with 10 GW of capacity.[4] Some states are seeing requests from just a few proposed AI-data centers that would double the electricity generated for all the state's residential customers. Even in a high population state like New York, the projected electricity demands of data centers is double all New York households.[5] These hyperscale AI-data centers are the focus of this legislative model.

AI-data centers consume significant amounts of water and electricity. According to the 2024 report from Lawrence Berkeley National Lab to Congress, in 2023 data centers are estimated to have directly consumed approximately 17 billion gallons of water for cooling and indirectly consumed 211 billion gallons to produce electricity to power the centers.[6] The water withdrawn for use is much higher than the "consumed" water estimated in this report. Consumed water is not returned to be treated and reused but is generally lost to evaporation and can show up in a completely different watershed as precipitation.[7] This distinction between withdrawal and consumption underscores the long-term impacts on local water supplies.

Although many of the top technology companies promoting the AI-data center expansion have sustainability pledges, their water and electricity consumption is surging. The Lawrence Berkeley Lab estimated a nearly fivefold increase in water needs between 2022 and 2028. Additionally, Microsoft, for example, expects its annual water needs for about 100 data center complexes to grow by 150% from 2020 to 2030 to 18 billion liters (about 4.8 billion gallons).[8]

Additionally, in 2025, Carnegie Mellon University researchers found that the rapid growth in AI-data centers significantly strains U.S. energy systems, driving electricity costs up by an estimated 8% nationally and as much as 25% in certain regions.[9] Much of this growth could force reliance on older, more costly fossil-fuel plants, undermining clean energy goals, increasing water consumption, and raising ratepayer costs.[10] A research team at Cornell University determined that by 2030, the rate of AI growth in the US would put an additional 24 to 44 million metric tons of carbon dioxide into the atmosphere and use as much water as 6 to 10 millions Americans do each year.[11]

The Great Lakes saw an explosion of requests to increase utility electricity in 2025 to power new data centers.[12] As AI-data center development continues to expand, reasonable state and regional regulation becomes increasingly important to ensure that data center operations are managed sustainably and that communities retain secure and affordable access to electricity and clean water.[13]

AI-data centers place environmental and social burdens on communities. These include concerns about water and electricity rate increases for households and businesses, impacts on water supply, pollution (greenhouse gases, air, stormwater, wastewater, noise, and light), displacement of existing houses and farms, and infrastructure strain (need for new water and sewer connections and utility capacity expansion, need for new transmission lines to connect added energy to the grid).[14] This array of environmental and social burdens highlights the need for detailed disclosures prior to decisions to host, ongoing reporting about environmental metrics as data centers operate, engaging the community, and aligning energy demand with renewable energy generation, transmission investment, and long-term sustainability.[15] However, research has revealed that such disclosures are not typical, the data is hidden and provisional, and there is a widespread use of nondisclosure agreements (NDAs) between data center developers and government officials.[16]

Although AI-data centers present substantial environmental and energy-related challenges, their perceived economic benefits have been highly attractive to states. Initially, states rushed to attract this new industry. At least 37 states enacted laws to incentivize data center development by offering economic incentives—such as sales and use tax exemptions on equipment, setting up Tax Incremental Financing (TIF) districts—and by streamlining construction through measures like designating data centers as critical infrastructure and expediting permitting processes. States such as Arkansas, Florida, Idaho, Indiana, Kansas, and Louisiana, for example, offer sales and use tax exemptions for qualifying data center equipment.[17] Another approach has been to reduce regulations. For example, Maryland's Critical Infrastructure Streamlining Act of 2024 designates data centers as critical infrastructure, thereby exempting them from certain permitting requirements for emergency power generation.[18]

At the start of 2026, however, states began re-examining that tax incentive approach. The legislative model that follows articulates conditions to be met before obtaining any tax incentives or approvals. However, an alternative is for states to repeal or phase out incentives. Michigan, Georgia, Idaho, and Ohio have introduced legislation aimed at repealing sales and use tax incentives for AI-related data centers.[19] Michigan's legislation would completely repeal the applicable sales and use tax incentives,[20] while Georgia's legislation would prohibit any new sales and use tax exemptions on "high-technology data centers"[21] and advance the sunset date for the sales and use tax exemption for data center equipment from 2032 to 2027, thereby shortening the duration of the incentive rather than eliminating it outright.[22]

At the federal level, in 2025, President Trump signed four executive orders promoting AI and data center development.[23] This led to a coalition of nonprofit organizations—headed by Food & Water Watch—calling for a nationwide moratorium to allow time for comprehensive regulations that would "fully protect our communities, our families, our environment, and our

health" from the potential negative impacts of the AI-data center industry.[24] Congress has proposed a variety of federal laws, with no clear direction emerging: some proposals aim to protect the public interest from an array of externalities imposed by AI-data centers, and others aim to restrict states' ability to independently regulate AI.[25] Notably, the December 2025 Executive Order, "Ensuring a National Policy Framework for Artificial Intelligence," specifically excluded data center construction and development from its call for a nationwide law aimed at stopping state-level AI regulation.[26] To date, the federal government has not enacted legislation that would displace states' rights to regulate the environmental and community impacts of AI-data centers.

Lacking a uniform federal regulatory approach and facing an increasing number and scale of AI-data center proposals, at least 30 states have enacted or proposed laws aimed at protecting the public interest from externalities imposed by AI-data centers and increasing transparency. Our legislative model is designed for states that are examining the suitability of their regulations given the increasing demands on water and electricity.

Executive Summary: Policy Goals & Legislative Options

Local opposition to AI-data centers is growing due to concerns over transparency, water scarcity, rising utility rates, pollution, and infrastructure strain.[27] Communities and critics are calling for stronger disclosure requirements, renewable energy alignment, and meaningful engagement to balance growth with environmental stewardship and local benefits.[28] Few disclosure rules exist, and use of nondisclosure agreements (NDAs) with government officials has undermined public confidence in decisions to host AI-data centers.[29] In Wisconsin, for instance, in February 2026, 70% of voters polled say the costs of large data centers outweigh the benefits, with the most frequently cited cost being the impact on water.[30]

The Center for Water Policy conducted a 50-state review of proposed and enacted legislation impacting AI-data centers. We identified key issues of concern by the public and the range of legislative responses that are currently circulating. We created the following legislative model to present a framework for states to consider their policy priorities and how to balance the perceived economic benefits of AI-data center development with the need to protect environmental resources, maintain grid reliability, and engage the public with transparency.

The model contains five overarching goals to address the areas of significant friction that exist around the development of AI-data centers:

1. Improve Comprehensive Planning

2. Increase Transparency and Public Disclosure

3. Protect Ratepayers from Bearing Increased Utility Costs

4. Establish Energy and Water Efficiency Prerequisites AI-Data Centers as Conditions for Permit Approval or Eligibility for Tax Exemptions

5. Increase Funding for Water Management and Conservation

Within each of these policy goals, we identify potential legislative responses that could be designed to advance the goal. The responses include: enact moratoria, conduct statewide or regional study on cumulative impacts, prohibit public officials from signing NDAs, mandatory public disclosures prior to project approvals and construction, ongoing public reporting of resource use, requirements to use renewable energy and recycled wastewater, and funding for ongoing environmental monitoring and management.

Taken together, these policy goals and legislative responses outline complementary approaches that states may adopt individually or in combination. These strategies offer options for developing responsible, community supported policies that align AI-data center growth with protecting the public interest and regional sustainability.

A note on terminology. One of the first policy design choices states face is the level at which to aim regulations. Some states define “data centers” without regard to size of the operations as facilities that contain electronic equipment used to process, store and transmit

digital information.[31] Other states define the target of their regulatory efforts as a "large energy use facility"[32] or "large-scale data center."[33] For the purposes of regulating at the scale where the resource impacts are most significant, we highlight definitions used by New Jersey and Connecticut that focus on AI data centers, all of which are hyperscale. Connecticut specifically focuses on data centers that use not less than one megawatt (MW) of power. Specifically, Connecticut defines regulated data centers as facilities "developed, acquired, constructed, renovated, repaired, or operated to house networked computer servers" in one or more contiguous locations for the "centralized storage, management, processing, and dissemination of digital data…for artificial intelligence applications that requires an uninterrupted energy load of not less than one megawatt."[34] While New Jersey's regulatory scope does not use MW of power, it similarly uses the AI-data center as a proxy for hyperscale and its definition includes any "machine learning and deep learning…[which] includes related computer and network systems, data storage and communications infrastructure, internet related- equipment, environmental controls, fire protection, infrastructure monitoring and management systems, and security systems."[35] The Great Lakes Commission adopted an approach that goes beyond AI infrastructure to include "quantum computing hubs" and "semiconductor manufacturing" across the Great Lakes and St. Lawrence River region.[36] In this model we use "AI-data center" as the locus of regulation in order to focus regulatory attention on the data centers that require the most energy, water, and land.

Finally, community benefits agreements (CBAs) are increasingly recognized as a way for local communities to remain actively engaged in shaping proposed data centers. Illinois is the first state to introduce legislation that would specifically require a CBA between a data center developer and the local community.[37] While our model does not include this mandate as a standalone requirement, several provisions within the model reflect elements commonly found in CBAs, such as an economic development analysis that includes use of prevailing wage.

Goal 1. Improve Comprehensive Planning

Given the scale and speed of AI-data center proposals, as well as the lack of reliable and transparent access to critical information, a policy goal is to improve comprehensive planning for how hosting AI-data centers fits into an area's economic development. We recommend three legislative responses for states to consider to better ensure that AI-data center planning and development aligns with the public interest. First, enact a temporary moratorium statewide on hosting new AI-data centers to allow the time for legislators and their constituents to analyze the most appropriate regulatory frameworks to address public concerns. Second, we highlight the need for a statewide cumulative impacts study, which would ideally be undertaken during the temporary pause on approvals. Third, we underscore the importance of conducting a regional cumulative impacts study, ideally completed before any permits are approved or contracts are executed.

Legislative Responses:

A. Enact A Moratorium

Initially, the movement to hit pause on AI-data center proposals was coming from local governments. A variety of local governments have temporarily halted data center development to study potential impacts and ensure that zoning rules and other regulations adequately address these concerns.[38]

More recently, state legislatures have been taking up the issue of pausing approvals on AI-data centers while they assess regulatory protections for the public interest. The number of states considering a legislative moratorium keeps growing. To date, Georgia, Maryland, Oklahoma, New York, and Wisconsin have proposed legislation establishing a statewide moratorium on data center construction.[39] Georgia, Maryland, and New York have considered similar approaches of pausing the construction of new data centers while allowing projects that have already received approval to proceed; by contrast, Oklahoma's legislation broadly restricts the construction of data centers.[40] In addition, Georgia and Oklahoma include a defined end date for their moratoria, whereas Maryland's proposal does not specify a termination date, and New York's moratorium will last for three years.[41] New York would require certain government actions during the moratorium period, such as an environmental impacts review and the development of regulations on specific issues.[42] Drawing on elements from all of these states' proposed approaches, our model incorporates: (1) a temporary ban on any approval of data center-related project permits or similar approvals, (2) a directive to conduct a comprehensive study on the environmental and social impacts of data centers, and (3) an exemption for projects that received approval prior to a specified date.

Legislation Imposing a Temporary Moratorium on Approvals for the Construction and Development of AI-Data Centers[43]

Section 1

(A) The Legislature finds that, although AI-data centers may offer economic benefits, it is in the public interest to temporarily pause approvals for the construction and development of AI-data centers to fully evaluate the impacts of such facilities on natural resources, energy systems, utility rates, water supplies, the environment, jobs, and other pertinent areas as determined by [insert name of relevant state agency]. The state has an essential interest in establishing appropriate standards to protect and preserve its natural and environmental resources and ensure sustainable land use as well as economic development. During the period established in subsection B, [insert name of relevant state agency] is directed to complete a written evaluation on the above environmental and social impacts to inform future regulation. [Suggest to pair this with legislative model on cumulative impacts analysis.]

(B) Between the effective date of this Act and [insert moratorium end date or length; suggest 12-36 months], no county, municipality, local authority, agency, or political subdivision shall issue any permit, license, approval, contract, or certificate under [insert relevant Title(s)/Section(s)] that would authorize or allow the construction or development of a data center.

(C) The prohibition in subsection B of this section shall not apply to any permits, licenses, or certificates, issued before [alternative option: applied before] the effective date of this legislation, for the purpose of constructing a data center.

Section 2

(A) This Act shall become effective upon approval by the Governor or upon becoming law without such approval.

Section 3

(A) All laws and parts of laws in conflict with this Act are repealed.

Local governments may decide to pause data center hosting decisions to evaluate the impacts on the community. Three examples are found in communities of various sizes - the City of Bristol, Tennessee; Lordstown, Ohio; and Madison, Wisconsin. The City of Bristol, Tennessee, approved a first reading of an ordinance imposing a two-year moratorium on any data center development,[44] while Lordstown Village Council voted to approve an ordinance expressing a state of emergency and banning all proposals for data centers.[45] During the moratorium, the local government will evaluate potential impacts and review its zoning regulations to ensure they provide adequate safeguards, supporting more informed and responsible future decisions.[46] In Madison, the ordinance imposing a one-year moratorium includes similar language, as it is intended to serve as a planning tool that allows the city time to evaluate the impacts of data centers and to "promote meaningful development and implementation" of its ordinances.[47]

An Ordinance Imposing a Temporary Moratorium on the Construction and Development of AI-Data Centers[48]

(A) **Purpose.** To allow time for research and planning on the environmental, energy, and community impacts of data centers before permitting new development, and to protect public health, safety, welfare, and land-use goals by restricting incompatible industrial digital infrastructure.

(B) **Moratorium.** It is hereby declared that, as an emergency measure, this Ordinance is effective immediately upon enactment, no local agency shall approve, issue, or process any permits, licenses, or contracts for the construction, expansion or substantial modification of data centers for 12 months from the date of enactment.

(C) **Exemption.** Routine maintenance or minor upgrades to existing facilities that do not significantly alter or increase energy or water consumption are exempt from this ordinance.

B. Conduct Statewide Study of Cumulative Impacts

Several states have enacted or proposed laws directing relevant authorities to conduct statewide assessments of AI-data center impacts on electricity or overall environmental effects. New Jersey passed a law that mandates a comprehensive study of data centers' electrical demands and includes directives to safeguard ratepayers.[49] It also proposed a law that requires the Department of Environmental Protection to conduct a water impacts study within one year of the act's effective date, which would evaluate the past, present, and future impacts of water use by large-scale data centers on state water systems, costs, operations, and the environment, including feasible conservation strategies.[50] The combination of these two legislative efforts offers one of the most detailed study scopes.

By comparison, California focuses more narrowly on the costs of new electrical demands; its legislation directs the state's Public Utilities Commission to conduct a state-wide assessment to evaluate the extent to which electrical costs associated with new loads from data center development result in cost shifts to other electrical customers.[51] Further, North Dakota law requires a study of the impact that large energy consumers like data centers would have on the state's energy grid, regulatory structure, and economic development.[52]

Conducting a statewide study of AI-data centers does not require legislation if there is a legislative audit entity that has the power and capacity to direct staff to conduct a statewide study. For instance, in 2023, the Virginia Joint Legislative Audit and Review Commission directed staff to review the impacts of data centers in Virginia, which resulted in an extensive report on impacts ranging from economic to environmental.[53] However, legislation offers the ability of the legislature to articulate the information gaps. After the Virginia audit, for instance, the legislature enacted a law directing a more specific study on utility rates.[54]

States have design choices about the study of data center impacts that include which entity will conduct the study, the scope of the study, how quickly it will be produced to inform future decisions, and whether to pair it with a moratorium to pause all approvals until the study is complete and can inform future regulations. We offer a model that is more comprehensive by including in the study scope the impacts of AI-data centers on water, electricity, GHGs, ratepayers, and economic development. To this end, we combined language from legislation in New Jersey, California and North Dakota.[55]

Statewide Analysis of Cumulative Impacts of AI-Data Centers[56]

Section 1. Study Requirement

(A) To ensure sustainable development of AI-data centers and related advanced technology infrastructure, the State shall require a comprehensive environmental and energy impact assessment prior to approving any contracts, permits, or incentives for data center construction or expansion.

(B) No later than one year after the effective date of this Act, the [insert designated agency] shall lead an effort in coordination with [insert additional agencies or offices] to conduct a comprehensive study on the impacts of AI-data centers within the State. [insert name of relevant state agency] is authorized to promulgate rules as may be necessary to implement the requirements of this Act. The study shall address:
   (1) Electricity consumption and associated infrastructure requirements;
   (2) Water usage and its effects on drinking water systems, wastewater discharges, and local ecosystems;
   (3) Other environmental impacts such impacts on farmland and the potential for siting on brownfields;
   (4) Impacts on utility rates (for water, wastewater, and electricity) and potential cost shifts to non-data center customers; and
   (5) Economic development effects, including job creation and tax revenue.

(C) The study shall be designed to inform future regulations designed to mitigate adverse impacts and may include short-term, long-term, and projected impacts.

Section 2. Scope of Analysis

The study shall include, but not be limited to, the following components for data centers that exist, are proposed, and are projected over the next ten years:

(A) **Electricity Impacts**
   (1) Assessment of current and projected statewide energy demand by data centers;
   (2) Assessment of current and projected annual GHG emissions and other air pollutants related to electricity generation for data centers;
   (3) Assessment of the effects of increased data center demand on grid reliability;
   (4) Assessment of data center facilities' waste heat produced, percentage of waste heat recovered and reused, and the intended uses for recovered heat (e.g., building heating or cooling systems);
   (5) Analysis of whether current cost allocation among utility customer classes results in subsidies by non-data center customers;

(6) Assessment of ratepayer exposure to costs for new generation, distribution, or transmission facilities primarily serving data centers;
(7) Estimation of the current and projected share of residential electricity rates attributable to data center demand over the next 20 years;
(8) Identification of stranded asset risks, including transmission and generation facilities built for data centers, and mitigation strategies such as holding data centers fully responsible for mitigating stranded assets; and
(9) Assessment of current resource planning mechanisms and whether those mechanisms are sufficient or robust enough to tackle emerging large loads.

(B) **Water Impacts**
(1) Assessment of the current and projected amount and source of water withdrawals, consumption, and discharges associated with cooling/operating (direct) and powering data centers (indirect);
(2) Assessment of the short-term and long-term impacts of data centers' water use, wastewater discharge, and stormwater discharge, on water supply, water quality, and water and wastewater infrastructure and operations;
(3) Identification of the chemicals used at data centers and amounts discharged in their wastewater;
(4) Summary of efforts undertaken to reduce water consumption;
(5) Analysis of the direct and indirect costs associated with water use and wastewater management, including infrastructure upgrades and ratepayer impacts; and
(6) Evaluation of feasible water conservation, reduction, and reuse/reclamation strategies, considering both direct and indirect water use.

(C) **Other Environmental Impacts**
(1) Evaluation of the impact of data centers on farmland and the farm economy;
(2) Evaluation of the siting of data centers on brownfields;
(3) Evaluation of the risk of stranded assets on hosting communities; and
(4) In assessing the above environmental aspects, include the impact on sustainability and ecosystems.

(D) **Economic Development**
(1) Analysis of short- and long-term job creation, tax revenue, and long-term investment trends tied to data center development;
(2) Analysis of the extent to which the jobs created are using prevailing wage and union labor as well as the percentage of employees residing in the host community or communities; and
(3) Evaluation of the benefits (e.g., economic) and costs (e.g., infrastructure, environmental, etc.) of data center development.

(E) **Policy Alternatives**

(1) Assessment of possible options to mitigate utility rate increases, environmental harm, and job loss, including but not limited to special tariffs, demand-side management, other practices for integrating high-demand users while maintaining grid reliability, and community benefit agreements.

Section 3. Reporting and Publishing

(A) No later than [insert time frame – suggest 15 months] after the effective date of this Act, the [designated agency or office] shall submit a written report to the Governor and Legislature presenting the study and its findings. The report shall include recommendations for legislation or regulatory changes to mitigate identified impacts.

(B) The [designated lead agency or office] shall publicly post the report on its website on the day it is submitted to the Governor and Legislature under subsection A.

C. Evaluate Regional Cumulative Impacts

Another approach to inform comprehensive planning is to conduct a study of cumulative impacts of AI-data centers on a broader than state-wide scale. Such a study could improve decision-making across a watershed or regional electricity grid service area. An example we highlight is a cumulative study of the Great Lakes Basin, which involves eight Great Lakes states, two Canadian Provinces, and multiple Tribal governments. The International Joint Commission (IJC) published a relevant recommendation in 2025: *Protection of the Waters of the Great Lakes: 2025 Report on Water Diversions and Uses*.[57] In this report, the IJC recommends that Great Lakes states and provinces jointly develop best practices for sustainable water use by large-scale data centers, including a consistent method for reporting water withdrawals and consumption.[58] It also urges the creation of a Regional Body report assessing current and future cumulative impacts of data centers on Great Lakes waters—both with and without these best practices in place.[59]

Further, the Great Lakes Commission passed a relevant resolution in 2025: *Water-Energy Nexus for Datacenters, Artificial Intelligence (AI), Quantum, and Semiconductor Infrastructure Development*.[60] In this resolution the Commission emphasized the need to coordinate and integrate water, energy, and sustainable resource management in developing and operating AI infrastructure, quantum computing hubs, and semiconductor manufacturing across the Great Lakes and St. Lawrence River region.[61] The Commission also urged strategic public and private investment in research, innovation, and workforce training focused on cost-effective energy and water alternatives for cooling.[62]

States in the Great Lakes region and beyond should enact laws requiring an assessment and publication of the environmental and energy impacts of data centers before approving any contracts, tax incentives, or permits. Doing so will give responsible government entities and impacted communities a better understanding of the resources available for data center development and expansion.

Regional Analysis of Cumulative Impacts of AI-Data Centers[63]

This model uses identical language to that above for the statewide study but alters the geographic scope of the study so we only include a new Section 1 to expand the scope and add regional coordination.

Section 1. Study Requirement

(A) To ensure sustainable development of AI-data centers and related advanced technology infrastructure, the State shall require a comprehensive environmental and energy impact assessment prior to approving any contracts, permits, or incentives for data center construction or expansion.

(B) No later than one year after the effective date of this Act, the [insert designated agency] shall lead an effort in coordination with [insert additional agencies or offices] to conduct a comprehensive study on the impacts of AI-data centers within the State. [insert name of relevant state agency] is authorized to promulgate rules as may be necessary to implement the requirements of this Act.

(C) The impact assessment shall consider regional resource constraints and cross-jurisdictional impacts, on [identify the watershed / basin or electricity service areas that extend beyond state boundaries].

(D) The designated state agency shall coordinate with relevant regional entities, including interstate commissions, Tribal governments, and neighboring states, to align assessments with regional sustainability goals. [identify any regional bodies relevant for the study scope]

(E) The study shall address:
  (1) Electricity consumption and associated infrastructure requirements;
  (2) Water usage and its effects on drinking water systems, wastewater discharges, and local ecosystems;
  (3) Other environmental impacts such impacts on farmland and the potential for siting on brownfields;
  (4) Impacts on utility rates (for water, wastewater, and electricity) and potential cost shifts to non-data center customers; and
  (5) Economic development effects, including job creation and tax revenue.

(F) The study shall be designed to inform future regulations designed to mitigate adverse impacts and may include short-term, long-term, and projected impacts.

D. Legislative Action to Mitigate Stranded Assets

The rapid buildout of data centers may involve clearing more than 1,000 acres of land for the centers, as well as building new power plants and transmission lines to serve large energy users.[64] If projected demand fails to materialize or data centers scale back or relocate, it could leave community members stuck with an industrial wasteland and paying for costly infrastructure that is no longer needed. This could create a new generation of "stranded assets" whose debt and utility profits must still be paid long after the facilities are underused or obsolete.[65]

Some states are beginning to address this risk. In Wisconsin, proposed legislation would require a data center to deposit a bond or other security in an amount sufficient to cover the estimated cost of fulfilling any required reclamation and to restore the site to its prior condition if it does not complete the data center project.[66] Minnesota has taken a different approach, requiring that any tariff or energy supply agreement between a utility and a data center include provisions ensuring that other customers are not exposed to stranded costs associated with serving a very large load.[67]

In this section, we offer a model to mitigate the risk of stranded land assets. We then turn to energy and water related stranded assets approach below under Goal 3, "Protect Ratepayers." Here, we highlight that a bond and reclamation requirement is a planning safeguard that could apply before construction begins. By requiring developers to mitigate the risk of project failure, this approach helps deter speculative or undercapitalized proposals that could otherwise leave communities bearing the financial and environmental costs of hundreds and in some cases thousands of acres of abandoned industrial land.

Mitigating Stranded Land Assets[68]

(A) **Bonds and Security.**

(1) A person may not commence construction of a data center in this state unless the person files with [insert agency] a bond furnished by a surety company licensed to do business in this state. In lieu of a bond, the person may deposit cash, certificates of deposit, or government securities with [insert agency]. Interest received on certificates of deposit and government securities shall be paid to the person. The amount of the bond or other security required shall be equal to the estimated cost of fulfilling the reclamation required under Section B.

(B) **Reclamation.**

(1) If construction of a proposed data center is not completed or the data center ceases operations, the owner shall notify [insert agency] and commence restoring the parcel on which construction was begun, or the facilities have been built. The owner shall restore the parcel, to the greatest extent feasible, to the condition that existed prior to any construction on the data center.

Goal 2. Increase Transparency and Public Disclosure

As AI-data center development continues to expand across the U.S., the lack of standardized public disclosure requirements regarding their energy and water consumption poses significant challenges for informed policymaking, community engagement, and sustainable resource management. Data center developers often enter into nondisclosure agreements (NDAs) with local governments and landowners to conceal important details about AI-data center developments, leading to further distrust and opposition in impacted communities.[69]

With growing recognition of the environmental and infrastructure impacts associated with AI-data centers, several states have attempted to address transparency through prohibiting NDAs and creating reporting mandates.[70] For example, New York's proposed SB 6394A would require data centers to submit disclosure reports prior to construction to the state's Public Service Commission to include information such as energy usage, water consumption, expected number of jobs created, and waste production.[71] Indiana's proposed SB 135 and SB 79 would similarly require a data center to disclose the projected power and water usage of the facility as well as a report quarterly to the Indiana Utility Regulatory Commission on the amount of electricity used by the data center in the preceding quarter.[72] Wisconsin's proposed SB 729 would require cities, towns, villages, and counties to mandate data center owners record and report actual water usage within one year of operation and annually thereafter, making this information publicly available online or through a class 1 notice.[73] However, Wisconsin's proposal fails to require disclosure of projected water and energy demand before initial project approval, leaving a key transparency gap.

Many existing legislative frameworks prioritize economic incentives and permitting efficiency over accountability and long-term sustainability.[74] However, if the goal is transparency and public disclosure, state legislation should prohibit government officials from entering NDAs, establish clear, uniform disclosure requirements before approvals, and set ongoing reporting requirements to give the public and decisionmakers access to accurate information on the environmental footprint of AI-data centers.[75] The reporting requirements would be most comprehensive if they included water and energy demands, emissions, and infrastructure impacts. These measures would not only promote transparency and regulatory consistency but also foster greater public trust, democratic engagement, and alignment with state resource management goals.

Legislative Responses:

A. Prohibition on Nondisclosure Agreements

Nondisclosure agreements (NDAs) may already be illegal under some state's existing government sunshine laws that protect open records and open meetings. However, to clearly stop the use of NDAs by data center developers, some states have recently crafted legislative prohibitions. Florida, Georgia, Illinois, Michigan, New York, Wisconsin, and Ohio have introduced legislation that would prohibit the relevant government authority from signing NDAs regarding data center-related projects. Some proposals would enforce this through fines and preventing government approvals or tax incentives. Specifically, Florida and Michigan would prohibit government entities from entering into NDAs that restrict public access to information about potential data center developments and violators would be subject to a fine of up to $1,000,[76] while Georgia would prohibit government entities from entering into NDAs that prevent the disclosure of information related to electricity or water usage generally, and Illinois would prohibit NDAs related to water use.[77] Furthermore, New York would prohibit the state or a municipality from entering into contracts that contain confidentiality and NDA provisions, including tax incentives, payments in lieu of taxes, tax abatements, bonds, notes, loans, grants, or rebates entered into by the state or a municipality.[78] Wisconsin would prohibit both data centers and local governments from entering into NDAs and enforce this by preventing any political subdivision from approving or permitting a data center project if the data center or its agents violate these requirements.[79] Finally, Ohio would prohibit county commissioners, township trustees, and village mayors and council members from knowingly entering into NDAs that bar them from "disclosing, discussing, describing, or commenting on" matters related to their official duties.[80] Ohio's proposal would make such agreements void and unenforceable, with civil fines of up to $1,000.[81]

We propose a model that establishes a broad prohibition on NDAs related to AI-data centers that includes an enforcement provision that prevents approvals needed for the project to proceed. Our model carves out an exception for trade secrets and clarifies the type of information that does not fall within that exception.

Prohibition Against Nondisclosure Agreements[82]

Section 1. Definitions

(A) As used in this section, the term "Agency" means any state, county, district, authority, or municipal officer, public employee, department, division, board, bureau, or commission, or other separate unit of government created or established by law and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any such agency.

Section 2. Scope

(A) No agency may enter into a nondisclosure agreement or other agreement that has the purpose or effect of restricting the agency from disclosing information about a data center to members of the public.

(B) No data center, or an agent of a data center, may enter into a nondisclosure agreement or any agreement that has the purpose or effect of concealing details about the development of the data center from the public.

(C) An agreement or contract, or a provision of an agreement or contract, that violates this section is against public policy and is void and unenforceable.

Section 3. Violations and Enforcement

(A) No political subdivision may permit, approve, or give tax incentives to a project for the creation of a data center if an agency, data center, or agent of a data center, violates Section 2.

(B) This Act does not apply to disclosure of a trade secret. Details, such as but not limited to, the data center's ownership, location, number of acres needed, electricity demands, water demands, type of cooling system, chemicals used in the cooling system, and job creation, are not trade secrets.

(C) This section applies to agreements entered on or after the effective date of this legislation.

B. Disclosures Prior to Project Approvals and Construction

Governments can promote democratic participation in and better government decision-making about hosting data centers by requiring public disclosures prior to any government approvals. There are a variety of legislative design choices around the level of government requiring and receiving the disclosure (state or local), the scope of the disclosure, and how it will be made available to the public. Importantly, submitting a pre-approval disclosure report is necessary before the local government or relevant authority can evaluate the proposed project.

Some states that require pre-approval disclosures take a broad look at impacts while others focus solely on water or electricity. New York and Indiana, for example, require data centers to submit disclosure reports prior to construction or permit approval to the state's Public Service Commission or local government agency.[83] These disclosures must include projected energy usage and water consumption at full operating capacity, job creation, and waste production.[84] Additionally, New York acknowledges that the disclosures are public records and must be made available to the public.[85] By comparison, an approach advanced by Utah would require data center operators to coordinate with their water provider and report (at least 180 days before beginning construction) to the Division of Water Rights details about location, facility type, projected water use and discharges, treatment and temperature adjustments, and plans for water reuse or replacement.[86] Furthermore, Texas would require data center developers to disclose in their interconnection request if they are pursuing a substantially similar request for electrical service pending elsewhere in the state, that, if approved, would cause it to materially change, delay or withdraw its current interconnection request.[87]

We offer a model that integrates these approaches by requiring a comprehensive set of disclosures submitted to a single state agency, including detailed information on (1) water use for cooling, (2) electricity demand (such as total and peak load, energy sources, projected impacts on ratepayers, and any duplicative interconnection proposals pending elsewhere in the state), and (3) mandatory public availability of all submitted information.

AI-Data Center Pre-Approval Disclosures[88]

Section 1. AI-Data Center Project Disclosure Reports

(A) For any proposed data center, and before the issuance of any project approval or tax incentive, a proposed data center operator shall submit a data center disclosure report to the [insert name of relevant state agency] at least [insert # of days; suggest 180] days prior to project approval. [insert name of relevant state agency] is authorized to promulgate rules as may be necessary to implement the requirements of this Act.

(B) Project approval includes, but is not limited to, a permit, license, agreement, zoning approval, or similar instrument, by a political subdivision, agency, or utility.

Section 2. Scope of Report

(A) The report shall contain information regarding the proposed data center project including but not limited to:
  (1) Location & Facility Type
    (a) Location;
    (b) Single operator, etc.;
    (c) Colocation, hyperscale, modular, etc.; and
    (d) Square footage.

  (2) Employment & Community Impact
    (a) Number of full-time and part-time employees the data center operator intends to employ at different stages of development and operation;
    (b) Use of prevailing wage and union labor; and
    (c) The projected percentage of employees residing in the host community or communities.

  (3) Projected energy usage (measured in [insert]) of the planned data center at full operating capacity and related information including but not limited to:
    (a) Projected daily, monthly, and peak energy usage, energy types (e.g., fossil fuel, renewable, or other), and corresponding percentages of peak operation, along with expected frequency of peak loads and its corresponding water use (i.e., amount of water used for energy production);
    (b) Projected energy generation plan, including on-site energy, behind-the-meter, grid-supplied, power purchase agreements, etc.; and
    (c) Projected annual GHG emissions and other air pollutants, total waste heat produced, percentage of waste heat recovered and reused, and the intended uses for recovered heat (e.g., building heating or cooling systems).

(4) Projected minimum, maximum, and average water usage (measured in gallons) of the planned data center at full operating capacity and related information including but not limited to:
   (a) Projected daily, monthly, and annual water consumption.
      1. Including the amount of potable and non-potable water used versus consumed.
   (b) Discharge type and amounts, treatment, and temperature, and extent to which discharge amounts/treatment chemicals/temperature will be adjusted.
   (c) How the facility will use the water, which includes but is not limited to:
      1. Cooling technology's water usage;
      2. Staff use;
      3. Emergency use (e.g., firefighting); and
      4. Names and amount of all chemicals the facility will use in water.

(5) Any measure that will be implemented in all energy production and cooling processes to:
   (a) Minimize water use;
   (b) Reduce overall water consumption; and
   (c) Promote water reuse, recycling, and reclamation of water resources.

(6) Projected costs for electricity, water, wastewater, and other related infrastructure upgrades that could affect utility rates, along with identifying any stranded asset risks (and any mitigation strategies) as well as who will be responsible for paying those costs.

(7) Any efforts that will be made to protect the environment and public from polluted water in the previous quarter.

(8) Duplicate Interconnection Requests
   (a) Disclosure of substantially similar requests in-state or elsewhere that could affect timelines.

Section 3. Public Records

(A) The [insert name of relevant state agency] shall publish the disclosure report online and make available to the public within ten days of receipt and hold at least two public hearings in the host community within ninety days after submission–with at least thirty days' advance notice to residents.

Section 4. Penalties and Enforcement

(A) Failure to submit a disclosure report may result in project approval holds and/or additional civil penalties:
   (1) Project Approval Holds

(a) No political subdivision, agency or utility may issue a project approval or tax incentive until full compliance is demonstrated.

(2) Civil Penalties[89]

(a) Failure to submit a required disclosure report shall result in civil penalties not exceeding $25,000 per day per violation.

(3) Citizen Suit Provision[90]

(a) Any person may commence a civil action in state court against:
1. Any data center or its agent alleged to be in violation of this Act; or
2. The [designated regulatory entity] for failure to perform any nondiscretionary duty.

(b) Remedies may include injunctive relief, civil penalties payable to the state, and attorney's fees for prevailing parties.

(4) Notice Requirement[91]

(a) No citizen suit may be filed until at least thirty days' written notice has been provided to the alleged violator and the [designated regulatory entity], except where immediate relief is necessary to prevent irreparable harm.

C. Ongoing Public Reporting

To establish ongoing tracking and reporting requirements for AI-data centers, there are drafting decisions about which level of government will require and receive the reports, the scope and frequency of the reporting, and how it will be made available to the public.[92] Several states seek annual reports, but some seek quarterly reports. An approach advanced in New York would require data center operators to submit annual data disclosure reports to the state's Public Service Commission that include information regarding the data center operator's efforts toward greater energy efficiency and overall sustainability from the preceding year, and require this to be made available to the public.[93] Utah would require annual reports to the state division of water with any updates to prior information, efforts to reduce water use, comparisons of projected and actual water consumption, environmental protection measures, and other details.[94] Connecticut would require AI-data centers to report on water and electricity usage, but on a more frequent quarterly basis.[95] Indiana would also require more frequent quarterly reporting, but only on electricity used in the preceding quarter.[96] Illinois, Michigan, Georgia, and Oregon would require reporting on both water and electricity usage.[97] Illinois, Michigan, and Georgia would mandate annual reporting, while Oregon requires quarterly submissions.[98] Wisconsin combines the approaches of Indiana, Illinois, Michigan, Georgia, and Oregon and would require annual reports on water use and quarterly reporting on energy consumed in the previous quarter.[99] Lastly, Illinois and Utah would create enforcement authority and penalties for violations of reporting requirements.[100]

We offer a model that combines these approaches by articulating a broad scope of reporting, to a single state agency, on a quarterly basis, made available to the public, with specific details about: water for cooling and electricity, amount of electricity used, impact on ratepayers, and impact on jobs. Further, we add penalty and enforcement language similar to the federal Clean Water Act.

Ongoing AI-Data Center Social and Environmental Impact Reports[101]

Section 1. AI-Data Center Project Disclosure Reports

(A) A data center shall submit a social and environmental impact disclosure report on a quarterly basis to the [insert name of relevant state agency]. [insert name of relevant state agency] is authorized to promulgate rules as may be necessary to implement the requirements of this Act.

Section 2. Scope of Report

(A) The report shall contain information regarding the applicable data center including but not limited to:
  (1) Location & Facility Information
    (a) Location;
    (b) Single operator, etc.;
    (c) Colocation, hyperscale, modular, etc.;
    (d) Square footage; and
    (e) Date that operations commenced.

  (2) Employment & Community Impact
    (a) Current number of full-time and part-time employees the data center operator; and
    (b) Percentage of employees residing in the host community or communities.

  (3) Energy usage (measured in [insert desired wattage]) of the data center at full operating capacity and related information including but not limited to:
    (a) Daily, monthly, and peak energy usage, energy types (e.g., fossil fuel, renewable, or other), and corresponding percentages of peak operation, along with expected frequency of peak loads and its corresponding water use (i.e., amount of water used for energy production); and
    (b) Summary of GHG emissions and other air pollutants produced, total waste heat produced, percentage of waste heat recovered and reused, and the uses for recovered heat (e.g., building heating or cooling systems.

  (4) Minimum, maximum, and average water usage (measured in gallons) of the data center at full operating capacity and related information including but not limited to:

(a) Daily, monthly, and annual water consumption.
    1. The amount of potable and non-potable water used versus consumed.
(b) Discharge type and amounts, treatment chemicals, and temperature, and extent to which discharge amounts/treatment chemicals/temperature were adjusted.
(c) How the facility uses the water, which includes but is not limited to:
    1. Cooling technology's water usage;
    2. Staff use;
    3. Emergency use (e.g., firefighting); and
    4. Name and amount of all chemicals the facility is using in water.

(5) Any measure that was implemented in energy production and/or cooling processes to:
(a) Minimize water use;
(b) Reduce overall water consumption; and
(c) Promote water reuse, recycling, and reclamation of water resources.

(6) Costs for electricity, water, and other related infrastructure upgrades and developments that affect utility rates, along with identifying who was responsible for paying those costs.

(7) Efforts made to protect the environment and public from polluted water in the previous quarter.

Section 3. Public Records

(A) The [insert name of relevant state agency] shall publish the disclosure report online and make available to the public within ten days of receipt and hold at least two public hearings within ninety days after submission–with at least thirty days' advance notice to residents.

Section 4. Penalties and Enforcement

(A) Failure to submit a disclosure report may result in project approval holds and/or additional civil penalties:
(1) Project Approval Holds
(a) No political subdivision, agency or utility may issue a project approval or tax incentive until full compliance is demonstrated.

(2) Civil Penalties[102]
(a) Failure to submit a required disclosure report shall result in civil penalties not exceeding $25,000 per day per violation.

(3) Citizen Suit Provision[103]

(a) Any person may commence a civil action in state court against:
    1. Any data center or its agent alleged to be in violation of this Act; or
    2. The [designated regulatory entity] for failure to perform any nondiscretionary duty.
(b) Remedies may include injunctive relief, civil penalties payable to the state, and attorney's fees for prevailing parties.

(4) Notice Requirement[104]
(a) No citizen suit may be filed until at least thirty days' written notice has been provided to the alleged violator and the [designated regulatory entity], except where immediate relief is necessary to prevent irreparable harm.

Goal 3. Protect Ratepayers from Bearing Increased Utility Costs

The rapid nationwide expansion of AI-data centers is associated with sharply rising electricity rates in some markets, and the public has expressed increasing concern about the lack of public transparency around cost allocation for the infrastructure required to support these resource-intensive facilities. Researchers from Carnegie Mellon University warn that data center growth could drive electricity costs up by as much as 25% in some regions, while triggering significant investments in transmission and generation infrastructure.[105]

Furthermore, the push to provide new energy capacity for data centers poses the risk of creating more stranded assets.[106] For example, Wisconsin Watch reported in 2025 that Wisconsin utility ratepayers owe nearly $1 billion for stranded assets, specifically coal power plants that have been or soon will be shut down. In Wisconsin, the investor-owned utilities are allowed to set electricity rates high enough to recover its investment plus a rate of return, even after a plant is retired.[107] In such a regulatory environment, there are incentives to overbuild and rely on uneconomical sources of power.[108] Without regulations to temper these incentives, rate payers are left exposed to bearing the costs of risky investments. AI-data centers are a risk multiplier because they are proposing enormous increases in electricity generation and transmission lines for an emerging industry. If the industry expansion is a bubble, ratepayers could be exposed to paying for the ongoing costs of electricity infrastructure.

Several states have responded by setting a policy goal to protect ratepayers from bearing any increased utility costs associated with AI-data centers. States have introduced legislation with protective measures to help ensure fair and equitable cost distribution for ratepayers.[109] Michigan, North Carolina, and Georgia would protect ratepayers by explicitly prohibiting utilities from passing energy infrastructure costs incurred to serve data centers onto residential customers.[110] Oregon enacted the POWER Act, which provides general protections for ratepayers by requiring large energy-use facilities, like data centers, that consume over 20

MW, to be classified separately and enter into 10-year contracts with utility providers.[111] As a hedge against stranded assets, these Oregon contracts mandate payment for a commission-set baseline energy amount, regardless of actual usage.[112] Another approach to mitigating the risk of stranded assets comes from Minnesota, which requires any tariff or energy supply agreement between a utility and a data center include provisions ensuring that other customers are not exposed to stranded costs associated with serving a very large load.[113]

To prevent ratepayers from covering any AI-data center-related costs, we offer a model that combines these approaches by providing clear prohibitions on data centers and other large-resource users from passing increased infrastructure or project-related costs (e.g., electricity or water) onto local customers and mitigating the risk of stranded assets.

Legislative Responses:

A. Ensure High-Demand Customers Pay Full Costs of Electricity and Mitigate Risk of Energy-Related Stranded Assets

AI-Data Center Electric Utility Rates and Stranded Asset Mitigation[114]

(A) Notwithstanding any other provision of law, no costs incurred by a public utility for the purpose of serving AI-data centers—including, but not limited to, costs associated with increased fuel requirements, generation, transmission, or grid upgrades—shall be recovered through rates or charges imposed on the public (i.e., residents) or non-data-center customers.

(B) All such costs must be borne exclusively by the data center or its affiliates through a dedicated statewide rate structure.

(C) Any rate structure, tariff or agreement must contain protections necessary to ensure that other customers of the public utility do not pay for any stranded costs associated with the utility serving an AI-data center.

(D) [Insert name of relevant agency] shall obligate the data center to pay a minimum baseline-usage fee as determined by the [insert name of relevant agency], based on the data center's projected electricity usage the utility is contracted to provide for the duration of the contract, regardless of actual usage.

(E) [Insert name of relevant agency] is authorized to issue any rules or orders it deems necessary to implement this Act and ensure no other utility ratepayer has any cost increases from data centers.

B. Ensure High-Demand Customers Pay Full Costs of Water Service

Rising water demand from AI-data centers has raised concerns about water utility bill increases for residential customers, according to the American Water Works Association (AWWA), in its *Cooling the Cloud: Water Utilities in a Data-Driven World* report.[115] Much of the foundational knowledge for rate-setting already exists—through resources such as AWWA's *Principles of Water Rates, Fees, and Charges*—that utilize tools such as distinct customer classes, connection charges, and system development charges to allocate costs fairly.[116] The report also emphasizes that while these frameworks remain relevant to high-demand data centers' water use, they may need to be applied differently and at a faster pace than in cases of typical water system growth.[117]

Although no states have enacted specific data center-related water rate laws or requirements for AI-data centers to contribute financially to water-specific infrastructure upgrades, Texas and Oregon have enacted energy-sector laws requiring public utilities to use similar tools as those described in AWWA's manual of practice that establish distinct customer classes and impose connection or baseline-usage fees for large energy users.[118] We suggest a model for regulating water utilities that incorporates comparable provisions, ensuring that high-demand users like AI-data centers are appropriately classified and charged.

AI-Data Centers Water Utility Rates[119]

(A) Under [insert relevant Title(s)/Section(s)], the [insert name of agency or utility] shall be required to:
  (1) Ensure that an AI-data center remains fully responsible for all costs associated with, including but not limited to:
    (a) The development, expansion, operation, and maintenance of water utility infrastructure for water supply, wastewater treatment, and stormwater management systems, to serve the data center.
  (2) Obligate the data center to pay a minimum baseline-usage fee as determined by the [insert name of agency or utility], based on the data center's projected water usage for the water services the utility company/municipality is contracted to provide for the duration of the contract, regardless of actual usage.

Goal 4. Establish Energy and Water Efficiency Prerequisites for AI-Data Centers as Conditions for Permit Approval or Eligibility for Tax Exemptions

The rapid expansion of AI-data centers is reshaping energy and infrastructure demands nationwide. Researchers from Carnegie Mellon University warn that surging electricity demand from AI-data centers is projected to strain grids, increase reliance on fossil fuels, and elevate GHG emissions and local air pollution, undermining state renewable energy and climate goals.[120] This directly conflicts with sustainability goals of the large technology companies, state clean energy goals, and the physics of climate change.[121] Additionally, powering AI-data centers on anything other than wind and solar comes with very large water demands. Water consumption by AI-data centers is further increased by the cooling needs of the facilities.[122] To align AI-data centers with critical sustainability goals for society, we articulate a policy goal of energy and water efficiency as prerequisites to approvals or tax incentives. This can be accomplished through legislative responses that focus on establishing both as requirements of AI-data center development to obtain permit approvals or tax incentives.

Legislative Responses:

A. Renewable Energy Requirement

Despite concerns for increased reliance on older and more costly fossil-fuel plants,[123] only New Jersey and Wisconsin have proposed legislation requiring AI-data centers to use renewable energy as a condition for obtaining permits or tax incentives.[124] New Jersey's proposal would require all electricity be derived from clean energy sources, specifically renewable and/or nuclear sources,[125] while Wisconsin would require data centers to source at least 70% of electricity from renewable energy to qualify for state tax exemptions.[126] Additionally, the Clean Economy Coalition of Wisconsin suggested in the Data Center Accountability Framework that in order to maximize distributed energy resources to meet state energy needs, data centers should commit "at least 30% of their peak load to utility demand response programs."[127] These programs would allow data centers to "temporarily reduce energy use during periods of high demand, easing stress on the grid, lowering costs, and reducing the need for new generation."[128] We offer a model that combines these approaches by requiring AI-data centers and other large-energy users to source a defined percentage of their electricity from renewable energy and adds a demand response option when feasible.

AI-Data Center Energy Requirements[129]

(A) The [insert agency] shall require the development, construction, renovation, expansion, replacement, or repair of AI-data center facilities and other large-energy users obtain at least [insert %] of the total annual electric energy used by the facilities from renewable resources developed for the data center project.
(B) The [insert agency] shall require data centers to commit no less than 30% of their peak load to utility demand response programs.

B. Minimize Water Consumed Cooling AI-Data Centers

AI-data centers rely on large amounts of water for direct cooling of their facilities.[130] The impact of these increased water demands could be mitigated by use of closed loop systems, but only if the increased electricity needed to power such systems is from low-water use sources. Some states are considering requiring closed loop cooling to reduce the water demands for cooling AI-data centers.[131] Another way to minimize water consumed in cooling data centers is to use non-potable, reclaimed wastewater.[132] Here, we interchangeably use the terms water recycling, reclaimed wastewater, and water reuse. The Great Lakes Commission in its *Non-Potable Water Reuse Development in the Great Lakes Basin* Resolution of 2025, affirmed the importance of expanding non-potable water reuse—particularly in industrial processes, landscape maintenance, and construction—throughout the Great Lakes and St. Lawrence River Basin.[133] State laws and regulations may need to be updated to allow for water reuse and recycling, such as using non-potable water for cooling, according to the Alliance for the Great Lakes 2025 Water Use Report.[134]

Given this, we offer model legislation that integrates requirements for evaluating and, where feasible, implementing closed loop cooling, and reusing wastewater or non-potable water directly into the project permitting process. Integrating a defined reuse assessment and implementation framework into the permitting process would help ensure that AI-data centers meaningfully pursue these measures and contribute to advancing regional water-sustainability goals.

AI-Data Center Water Reuse[135]

(A) **Water Reuse Feasibility Assessment (Required at Time of Application).** As part of any pre-approval disclosures, permit or project approval application, the applicant shall submit a "Water Reuse Feasibility Assessment" to [insert name of agency] that evaluates:
  (1) The electricity and water tradeoffs (direct and indirect water use) involved in cooling data centers with closed loop systems;
  (2) The opportunities to reuse non-potable water for cooling and other operational needs;
  (3) The availability and reliability of reclaimed or recycled water supplies to support water reuse;
  (4) The technical, economic, and environmental feasibility of reuse;
  (5) Infrastructure required to support reuse;
  (6) Anticipated potable-water savings from implementation; and
  (7) Whether the cooling technology is best available for water conservation goals, considering direct and indirect water consumption.

(B) No permit application shall be deemed complete without the assessment in section A.

(C) **Water Reuse Implementation Plan (Required When Feasible).** If the [insert name of agency] determines that non-potable water reuse is feasible, the applicant shall submit a "Water Reuse Implementation Plan" that includes:
  (1) Projected volumes of non-potable water to be incorporated;
  (2) Construction or retrofitting needed to support reuse;
  (3) Timelines for implementation; and
  (4) Agreements or coordination with water or wastewater suppliers.

(D) Permit approval shall be conditioned on the adoption of an Implementation Plan if the state agency determines that reuse is feasible.

Goal 5. Increase Funding for Water Management and Conservation

To strengthen water resource management and help ensure long-term sustainability, states benefit from a comprehensive surface and groundwater program with well-monitored resources.[136] State water management programs should equip agencies with the necessary tools and resources to proactively manage interconnected uses of surface and groundwater supplies before crises occur. To implement this, states need to have a clearly defined appropriation for water management. We articulate a policy goal to increase funding for

managing water resources and recommend a dedicated funding source as a legislative approach to implement this goal. Minnesota's approach is to establish an energy and conservation account to support energy conservation and weatherization, using funds that the commissioner collects from the qualified large-scale data centers on an annual basis.[137] Minnesota's fee ranges from $2 million to $5 million, depending on peak energy demand.[138]

We recommend a model that creates a dedicated conservation account funded by contributions from AI-data centers. This account would provide annual financial support for water management, which could be more broadly defined based on state goals to include environmental protection, natural resource management, and conservation projects. Our model does not set an upper end for the fee, but instead increases the fee with each incremental increase in project size.

Legislative Responses:

A. Create Funding Mechanism

AI-Data Center Environmental Conservation Fund[139]

Section 1. Fee on AI-Data Centers

(A) The [insert agency] shall collect an annual fee from AI-data centers and deposit it into the environmental conservation account. The fee is based on peak energy demand and will be as follows:
  (1) For peak demand of between [insert number in MWand insert number in MW; suggest 10 to 100 MW], the annual fee will be [insert $ amount; suggest $2,000,000].
  (2) For peak demand above [insert the top number in subsection 1, suggest 100 MW], the fee increases in increments of $1,000,000 for each additional 50 MW.

Section 2. Environmental Conservation Account

(A) The environmental conservation account is established in the special revenue fund in the state treasury and funded by the fee on AI-data centers established in section 1.
  (1) Money in the environmental conservation account shall be used to conduct environmental conservation efforts including but not limited to:
    (a) Mapping, monitoring, and evaluating surface water and groundwater resources, aquifer characterization, recharge assessment, watershed condition, and water-availability modeling.

(b) Identifying, measuring, and forecasting water use and water demand associated with industrial, municipal, agricultural, and technological sectors, including AI-data centers.
(c) Evaluating and identifying data center sites in areas that reuse brownfields, avoid or reduce disturbances to sensitive habitats, water resources, agricultural lands, and areas of high conservation value.
(d) [Insert other conservation and environmental protection purposes according to state priorities.]

CONCLUSION

The regulatory landscape governing AI-data center development is rapidly evolving. Our findings demonstrate not only the breadth of state and federal activity in this area, but also the significant gaps that remain, particularly with respect to requiring impact assessments prior to any permit approval, upfront and ongoing transparency and public disclosure, and long-term water resource conservation and management. While many states have enacted laws to incentivize AI-data centers, an increasing number, including several of those same states, have also begun adopting safeguards to help ensure that communities retain reliable and affordable access to electricity and water. Furthermore, we highlight where regulatory momentum is building, where effective policy models are emerging, and where significant gaps in governance remain. Most notably, the continued absence of comprehensive and timely disclosure requirements undermines public understanding and limits informed decision-making around siting, permitting, and environmental impacts.

Continued research will be essential to monitor rapidly evolving local, state, and federal legislation and to evaluate the effectiveness of new policies and their implementing regulations. Additional analysis will also be needed to assess the full national cost-benefit profile of AI-data center development, particularly as cumulative impacts on water resources, energy systems, and ratepayers become clearer. Accordingly, our options for legislative responses are provisional. Moving forward, sustained communication with interested stakeholders, community organizations, and technical experts will be critical to developing more comprehensive policy recommendations and ensuring meaningful local involvement as the AI-data center industry continues to grow and evolve.

Endnotes

[1] *Leading Countries by Number of Data Centers as of November 2025*, STATISTA (Feb. 27, 2026), https://www.statista.com/statistics/1228433/data-centers-worldwide-by-country/.
[2] There are four main categories of data centers:

> (1) "[E]nterprise" data centers serve the needs of the company that owns them. Think of a corporation that stores in-house information on its own computers.
> (2) "Hyperscale" data centers, owned by companies like Amazon or Meta, have computer servers that cater solely to the company's customers.
> (3) "Edge" data centers are smaller buildings in or near major population centers, where digital connectivity becomes almost instantaneous for, say, a passing driverless car.
> (4) "Colocation" data centers . . . lease space to other businesses that hook up their servers to cables that belong to the data center company. Equinix is among the world's largest owners of colocation centers.

Peyton McCauley, Cora Sutherland, & Melissa K. Scanlan, *Powering Progress or Peril? The Hidden Environmental Costs of Data Centers and AI*, 51 RUTGERS COMP. & TECH. L. J. SPEC. EDITION 1, 15 (2025) (citing Antonio Olivo and William Neff, *Our Digital Lives Need Massive Data Centers. What Goes on Inside Them?*, WASH. POST (Sep. 17, 2024), https://www.washingtonpost.com/dc-md-va/interactive/2024/data-centers-tour-northern-virginia/).
[3] Mary Zhang, *United States Data Centers: Top 10 Locations in the USA*, DGTL INFRA (Apr. 11, 2024), https://dgtlinfra.com/united-states-data-centers/. We note discrepancies across sources regarding the exact number of data centers and megawatts, but it was the best available data in April 2024.
[4] *OpenAI, Oracle, and SoftBank expand Stargate with five new AI data center sites*, OPENAI (Sep. 23, 2025), https://openai.com/index/five-new-stargate-sites/.
[5] S. 9144, Reg. Sess. § 1 (N.Y.) (proposed).
[6] Arman Shehabi et al., 2024 United States Data Center Energy Usage Report, LAWRENCE BERKELEY NAT'L LAB'Y, 55-56 (Dec. 2024), https://eta-publications.lbl.gov/sites/default/files/2024-12/lbnl-2024-united-states-data-center-energy-usage-report.pdf. The source of electricity impacts the amount of water consumed, with fossil fuels consuming more water than wind and solar. Cutler Cleveland, *What methods of electricity generation use the most water?*, BOSTON UNIV. (July 28, 2025), https://visualizingenergy.org/what-methods-of-electricity-generation-use-the-most-water/.
[7] Mytton, D., *Data centre water consumption*, NPJ CLEAN WATER 4, 11 (Feb. 15, 2021), https://www.nature.com/articles/s41545-021-00101-w; Miguel Yañez-Barnuevo, *Data Centers and Water Consumption* (June 25, 2025), https://www.eesi.org/articles/view/data-centers-and-water-consumption.
[8] Adam Satariano, Paul Mozur & Karen Weise, *Microsoft Pledged to Save Water. In the A.I. Era, It Expects Water use to Soar,"* N.Y. TIMES (Jan. 27, 2026) https://www.nytimes.com/2026/01/27/technology/microsoft-water-ai-data-centers.html?smid=nytcore-ios-share.
[9] Michael Blackhurst et al., *Data Center Growth Could Increase Electricity Bills 8% Nationally and as Much as 25% in Some Regional Markets*, CARNEGIE MELLON UNIV. (July 26, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/data-center-growth-could-increase-electricity-bills.
[10] Michael Blackhurst et al., *Data Center Growth Could Increase Electricity Bills 8% Nationally and as Much as 25% in Some Regional Markets*, CARNEGIE MELLON UNIV. (July 26, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/data-center-growth-could-increase-electricity-bills; Cutler Cleveland, *What methods of electricity generation use the most water?*, BOSTON UNIV. (July 28, 2025), https://visualizingenergy.org/what-methods-of-electricity-generation-use-the-most-water/.
[11] Tianqi Xiao et al., *Environmental impact and net-zero pathways for sustainable artificial intelligence servers in the USA*, NATURE SUSTAINABILITY (Nov. 10, 2025), https://www.nature.com/articles/s41893-025-01681-y.
[12] *See, e.g.,* Joe Schulz, *Data centers could cost Wisconsin's energy system billions, increase reliance on fossil fuels*, WISCONSIN PUBLIC RADIO (Jan. 22, 2026), https://www.wpr.org/news/data-centers-could-cost-wisconsins-energy-system-billions-increase-reliance-fossil-fuels; Sarah Cwiek, *Report: Data centers poised to push energy costs, challenge MI's climate goals*, MICHIGAN PUBLIC (Jan. 21, 2026), https://www.michiganpublic.org/environment-climate-change/2026-01-21/report-data-centers-poised-to-push-up-energy-costs-challenge-mis-climate-goals.

[13] McCauley, et al., *Powering Progress or Peril? The Hidden Environmental Costs of Data Centers and AI*, 51 RUTGERS COMP. & TECH. L. J. SPEC. EDITION 23–26, 30.
[14] McCauley, et. al., *Powering Progress or Peril? The Hidden Environmental Costs of Data Centers and AI*, 51 RUTGERS COMP. & TECH. L. J. SPEC. EDITION 22; Nicholas Z. Muller & Valerie J. Karplus, *Powering Environmentally Sustainable AI*, CARNEGIE MELLON UNIV. (July 16, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/powering-environmentally-sustainable-ai; Rebecca Leppert, *What we know about energy use at U.S. data centers amid the AI boom*, PEW RESEARCH CENTER (Oct. 24, 2025), https://www.pewresearch.org/short-reads/2025/10/24/what-we-know-about-energy-use-at-us-data-centers-amid-the-ai-boom/; Michael Blackhurst et al., *Data Center Growth Could Increase Electricity Bills 8% Nationally and as Much as 25% in Some Regional Markets*, CARNEGIE MELLON UNIV. (July 26, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/data-center-growth-could-increase-electricity-bills.
[15] Emma Strubell & Tamara Kneese, *Building Public Trust: Developing Framework for Measuring and Reporting the Impacts of AI*, CARNEGIE MELLON UNIV. (July 16, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/building-public-trust; Ramayya Krishnan, Mitul Jhaveri & Jay Palat, *Measuring AI's Energy and Environmental Footprint*, CARNEGIE MELLON UNIV. (July 16, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/measuring-ais-energy-and-environmental-footprint; Nicholas Z. Muller & Valerie J. Karplus, *Powering Environmentally Sustainable AI*, CARNEGIE MELLON UNIV. (July 16, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/powering-environmentally-sustainable-ai.
[16] A Virginia study shows 25 out of 31 local governments hosting data centers had signed NDAs. Eric Bonds & Viktor Newby, *Data centers, non-disclosure agreements and democracy*, VIRGINIA MERCURY (Apr. 30, 2025), https://virginiamercury.com/2025/04/30/data-centers-non-disclosure-agreements-and-democracy/. "An NBC News review of over 30 data center proposals across 14 states found that in many cases, local officials signed NDAs and worked with what appeared to be shell companies that can conceal visibility into the project developers. Five elected officials in different counties said the agreements barred them from sharing information with their constituents." *How NDAs keep AI data center details hidden from Americans*, NBC NEWS (Oct. 28, 2025), https://www.nbcnews.com/tech/tech-news/data-center-ai-google-amazon-nda-non-disclosure-agreement-colossus-rcna236423; Tom Kertscher, *At least four Wisconsin communities signed secrecy deals for billion-dollar data centers*, WISCONSIN WATCH (Jan. 26, 2026), https://wisconsinwatch.org/2026/01/wisconsin-data-center-secrecy-deals-nda-nondisclosure-agreement/.
[17] Ariz. Code § 41-1519 (enacted); Ark. Code § 26-52-456 (enacted); Fla. Stat. § 212.08, H.B. 7031, Chapter No. 2025-208 (Fla. 2025) (enacted); Idaho Stat. § 63-3622VV (enacted); Ind. Code §§ 6-2.5-15-2, 6-1.1-10-54 (enacted); H.E.A. 1405, 121st Gen. Assemb., First Reg. Sess. (Ind. 2019) (enacted); H.E.A. 1601, 124th Gen. Assemb., First Reg. Sess. (Ind. 2025) (enacted); Kan. Stat. Supp. 66-101j, 79-3606 (enacted); S.B. 98, 2025 Reg. Sess. (Kan. 2025) (enacted); La. Rev. Stat. 47:305.73 (enacted).
[18] Md. Pub. Util. §§ 1–101(a), 7–207(a)(1), S.B. 747, Reg. Sess. (Md. 2024) (enacted).
[19] H.B. 5396, Reg. Sess. (Mich.) (proposed); S.B. 408, Gen. Sess. (Ga.) (proposed); H.B. 609, 68th Legis. (Idaho); H.B. 96 (Ohio) (vetoed 2026).
[20] H.B. 5396, Reg. Sess. (Mich.) (proposed).
[21] S.B. 410, Gen. Sess. (Ga.) (proposed).
[22] S.B. 408, Gen. Sess. (Ga.) (proposed).
[23] Exec. Order No. 14318, Accelerating Federal Permitting of Data Center Infrastructure (July 23, 2025); Exec. Order No. 14319, Preventing Woke AI in the Federal Government (July 23, 2025); Exec. Order No. 14320, Promoting The Export of the American AI Technology Stack (July 23, 2025); Exec. Order Ensuring A National Policy Framework For Artificial Intelligence (Dec. 11, 2025).
[24] FOOD & WATER WATCH, *Letter to Congress* (Dec. 8, 2025), https://www.foodandwaterwatch.org/wp-content/uploads/2025/12/Org-Letter_-National-Data-Center-Moratorium.pdf.
[25] A non-exhaustive list of recent federal law proposals follows:

- SANDBOX Act, S. 2750, 119th Cong. (2025). In September 2025, Senator Ted Cruz introduced this Act, which would constrain states' ability to independently regulate AI activities by directing the Office of Science and Technology Policy to create a federal AI regulatory sandbox that allows agencies to waive or modify certain requirements for limited AI testing and, by accepting joint applications for projects seeking both federal and state regulatory relief.

- Preventing Rate Inflation in Consumer Energy (PRICE) Act, H.R. 6983, 119th Cong. 1st Sess. (2026). In January 2026, Representatives Robert Menendez and Greg Casar introduced the PRICE Act, which requires data centers to generate their own electricity and that at least 75% of that energy be derived from a clean energy source.
- Data Center Transparency Act, H.R. 6984, 119th Cong. 1st Sess. (2026). The Data Center Transparency Act would require the EPA to submit to Congress and make publicly available reports on the effects of data centers on air and water quality, as well as their electricity consumption.
- Protecting Families from AI Data Center Energy Costs Act, H.R. 6529, 119th Cong. 1st Sess. (2025). In December 2025, Representatives Greg Landsman from Ohio and Don Beyer from Virginia supported Protecting Families from AI Data Center Energy Costs Act (HR 6529) that would direct the Federal Energy Regulatory Commission (FERC) to hold a Commissioner-led technical conference within 90 days of the Act's enactment to explore strategies and rate structures that protect residential and small business customers from increased utility costs driven by large electricity users such as AI-data centers.
- Power for the People Act of 2026, S. 3682, 119th Cong., 2nd Sess. (2026), https://www.vanhollen.senate.gov/imo/media/doc/van_hollen_power_for_the_people_act.pdf. Senator Chris Van Hollen introduced the Power for the People Act, which is designed to keep electricity affordable and safeguard grid reliability by requiring data centers to fully shoulder the energy system costs they generate. Specifically, it directs states to consider dedicated rate classes for data centers, instructing FERC to ensure these facilities pay for the local transmission upgrades they necessitate, and establishing a structured interconnection system that encourages data centers to add their own clean power generation, storage, and flexible load practices.

[26] Exec. Order Ensuring a National Policy Framework for Artificial Intelligence (Dec. 11, 2025).

[27] *See* Adam Satariano, Paul Mozur & Karen Weise, *Microsoft Pledged to Save Water. In the A.I. Era, It Expects Water use to Soar*, N.Y. TIMES (Jan. 27, 2026), https://www.nytimes.com/2026/01/27/technology/microsoft-water-ai-data-centers.html?smid=nytcore-ios-share; Francesca Pica, Jessica Opoien & Claudia Levens, *Anti-data center protests held in 7 Wisconsin cities* (Dec. 2, 2025), https://www.jsonline.com/story/news/local/2025/12/02/residents-climate-groups-hold-anti-data-center-rallies-in-wisconsin/87576668007/.

[28] FOOD & WATER WATCH, *Letter to Congress* (Dec. 8, 2025), https://www.foodandwaterwatch.org/wp-content/uploads/2025/12/Org-Letter_-National-Data-Center-Moratorium.pdf; Emma Strubell & Tamara Kneese, *Building Public Trust: Developing Framework for Measuring and Reporting the Impacts of AI*, CARNEGIE MELLON UNIV. (July 16, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/building-public-trust; Ramayya Krishnan, Mitul Jhaveri & Jay Palat, *Measuring AI's Energy and Environmental Footprint*, CARNEGIE MELLON UNIV. (July 16, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/measuring-ais-energy-and-environmental-footprint; Nicholas Z. Muller & Valerie J. Karplus, *Powering Environmentally Sustainable AI*, CARNEGIE MELLON UNIV. (July 16, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/powering-environmentally-sustainable-ai.

[29] Natalie Kainz, *How NDAs keep AI data center details hidden from Americans*, NBC NEWS (Oct. 28, 2025), https://www.nbcnews.com/tech/tech-news/data-center-ai-google-amazon-nda-non-disclosure-agreement-colossus-rcna236423.

[30] Charles Franklin, *New Marquette Law School Poll finds large majority of Wisconsin voters undecided on candidates for state Supreme Court, governor*, MARQUETTE UNIV. LAW SCHOOL POLL (Feb. 25, 2026), https://law.marquette.edu/poll/2026/02/25/mlsp87-release/.

[31] *See, e.g.,* N.J. Pub. L. 2025, c. 98, A. 5466, 221st Legis. (N.J. 2025) (enacted); S.B. 135, 1st Reg. Sess., 124th Gen. Assemb. § 8-1-44(1) (Ind.) (proposed); S.B. 79, 2nd Reg. Sess., 124th Gen. Assemb. § 8-1-44.5(1) (Ind.) (proposed); S.B. 729, 2025-2026 Reg. Sess. §103.08(1)(a) (Wis.) (proposed).

[32] *See, e.g.,* ORS § 757.292(d), H.B. 3546, 83rd Legis. Assemb., Reg. Sess. (Or. 2025) (enacted); S.B. 6171, 2025-2026 Gen. Assemb. § 1 (Wash.) (proposed).

[33] *See, e.g.,* Minn. Stat. § 297A.68, Subdiv. 42 (2025) (enacted); A. 3966, 222nd Legis., Reg. Sess. (N.J.) (proposed); S.B. 729, 2025-2026 Reg. Sess. §103.08(4)(d) (Wis.) (proposed).

[34] S.B. 1292, Reg. Sess. § 1(2) (Conn.) (proposed).

[35] *See, e.g.,* N.J. Pub. L. 2024, c.49 (C.34:1B-395, § 2) (enacted).

[36] Great Lakes Commission, *Water-Energy nexus for Datacenters, Artificial Intelligence (AI), Quantum, and Semiconductor Infrastructure Development* Resolution (adopted Oct. 30, 2025), https://www.glc.org/wp-content/uploads/FINAL-GLC-Resolution-WEN-for-AQS-Development-20251030.pdf.
[37] S.B. 4016, Gen. Assemb. § 60.4 (Ill) (proposed).
[38] *See, e.g.,* BRISTOL, TENN. ORDINANCE 25-20 (2025), https://www.bristoltn.gov/AgendaCenter/ViewFile/Agenda/_09092025-1704; Hailey Pitcher, *Bristol, TN voted in favor of ordinance placing moratorium on data centers*, WJHL (Sep. 9, 2025).
[39] H.B. 1012, 2026 Reg. Sess. § 36-80-32 (Ga.) (proposed); H.B. 120, 2026 Emergency Bill (Md.) (proposed); S. 9144, Reg. Sess. § 31-0103 (N.Y.) (proposed); S.B. 1488, 60th Legis. (Okla.) (proposed); L.R.B. 6377 and L.R.B. 6391, Reg. Sess. (Wis.) (proposed).
[40] H.B. 1012, 2026 Reg. Sess. § 36-80-32 (Ga.) (proposed); H.B. 120, 2026 Emergency Bill (Md.) (proposed); S. 9144, Reg. Sess. § 31-0103 (N.Y.) (proposed); S.B. 1488, 60th Legis. (Okla.) (proposed).
[41] H.B. 1012, 2026 Reg. Sess. § 36-80-32 (Ga.) (proposed); H.B. 120, 2026 Emergency Bill (Md.) (proposed); S. 9144, Reg. Sess. § 31-0107 (N.Y.) (proposed); S.B. 1488, 60th Legis. (Okla.) (proposed).
[42] S. 9144, Reg. Sess. § 31-0103 (N.Y.) (proposed).
[43] The moratorium language is inspired by elements found in the following proposed laws: H.B. 1012, 2026 Reg. Sess. § 36-80-32 (Ga.) (proposed); H.B. 120, 2026 Emergency Bill (Md.) (proposed); S. 9144, Reg. Sess. § 31-0103 (N.Y.) (proposed); S.B. 1488, 60th Legis. (Okla.) (proposed).
[44] BRISTOL, TENN. ORDINANCE 25-20 (2025), https://www.bristoltn.gov/AgendaCenter/ViewFile/Agenda/_09092025-1704; Hailey Pitcher, *Bristol, TN voted in favor of ordinance placing moratorium on data centers*, WJHL (Sep. 9, 2025), https://www.wjhl.com/news/local/bristol-tn-votes-in-favor-of-ordinance-placing-moratorium-on-data-centers/.
[45] LORDSTOWN VILLAGE COUNCIL, ORDINANCE No. 57-2025 (2025), https://www.lordstown.com/wp-content/uploads/57-2025.pdf.
[46] LORDSTOWN VILLAGE COUNCIL, ORDINANCE No. 57-2025 (2025), https://www.lordstown.com/wp-content/uploads/57-2025.pdf.
[47] MADISON LEGISTAR FILE NO. 91135, § 28.149 "Temporary Moratorium on Data Centers and Telecommunication Centers", https://madison.legistar.com/LegislationDetail.aspx?ID=7777877&GUID=3C3FE74A-BFCE-467F-AA7B-CBA5A2BF59FC&FullText=1.
[48] The local moratorium ordinance model is inspired by ordinances passed by Bristol, Tennessee; Lordstown, Ohio; and Madison, Wisconsin. BRISTOL, TENN. ORDINANCE 25-20 (2025), https://www.bristoltn.gov/AgendaCenter/ViewFile/Agenda/_09092025-1704; LORDSTOWN VILLAGE COUNCIL, ORDINANCE No. 57-2025 (2025), https://www.lordstown.com/wp-content/uploads/57-2025.pdf; MADISON LEGISTAR FILE NO. 91135, § 28.149 (2026) "Temporary Moratorium on Data Centers and Telecommunication Centers", https://madison.legistar.com/LegislationDetail.aspx?ID=7777877&GUID=3C3FE74A-BFCE-467F-AA7B-CBA5A2BF59FC&FullText=1.
[49] N.J. Pub. L. 2025, c. 98, A. 5466, 221st Legis. (N.J. 2025) (enacted); MADISON LEGISTAR FILE NO. 91135, § 28.149 "Temporary Moratorium on Data Centers and Telecommunication Centers", https://madison.legistar.com/LegislationDetail.aspx?ID=7777877&GUID=3C3FE74A-BFCE-467F-AA7B-CBA5A2BF59FC&FullText=1.
[50] A. 3966, 222nd Legis., Reg. Sess. § 2 (N.J.) (proposed).
[51] Pub. Util. Code § 913.22, S.B. 57, 2025-2026 Reg. Sess. (Cal. 2025) (enacted).
[52] H.B. 1579, 69th Legis. Assemb. § 1(c) (N.D. 2025) (enacted).
[53] Virginia Joint Legislative Audit Report No. 598, *Data Centers in Virginia* (2024).
[54] Virginia passed HB 2084 in March 2025 to direct the Virginia State Corporation Commission to evaluate whether Dominion Energy and Appalachian Power are using rates, tolls, charges, or schedules that contain reasonable classifications of utility customers. Va. Stat. § 56-585.1.
[55] A. 3966, 222nd Legis., Reg. Sess. § 2 (N.J.) (proposed); N.J. Pub. L. 2025, c. 98, A. 5466, 221st Legis. (N.J. 2025) (enacted); Pub. Util. Code § 913.22, S.B. 57, 2025-2026 Reg. Sess. (Cal. 2025) (enacted); H.B. 1579, 69th Legis. Assemb. § 1(c) (N.D. 2025) (enacted).
[56] The statewide cumulative impacts analysis model legislation is inspired by elements found in the following laws: A. 3966, 222nd Legis., Reg. Sess. § 2 (N.J.) (proposed); N.J. Pub. L. 2025, c. 98, A. 5466, 221st Legis. (N.J. 2025)

(enacted); Pub. Util. Code § 913.22, S.B. 57, 2025-2026 Reg. Sess. (Cal. 2025) (enacted); H.B. 1579, 69th Legis. Assemb. § 1(c) (N.D. 2025) (enacted).
[57] International Joint Commission, *Protection of the Waters of the Great Lakes: 2025 Report on Water Diversions and Uses* (Dec. 2025), https://www.ijc.org/sites/default/files/IJC%202025%20PWGL%20Final%20Report_EN_2025%2012%2019_1.pdf.
[58] International Joint Commission, *Protection of the Waters of the Great Lakes: 2025 Report on Water Diversions and Uses* 8 (Dec. 2025), https://www.ijc.org/sites/default/files/IJC%202025%20PWGL%20Final%20Report_EN_2025%2012%2019_1.pdf.
[59] International Joint Commission, *Protection of the Waters of the Great Lakes: 2025 Report on Water Diversions and Uses* 8 (Dec. 2025), https://www.ijc.org/sites/default/files/IJC%202025%20PWGL%20Final%20Report_EN_2025%2012%2019_1.pdf.
[60] Great Lakes Commission, *Water-Energy nexus for Datacenters, Artificial Intelligence (AI), Quantum, and Semiconductor Infrastructure Development* Resolution (adopted Oct. 30, 2025), https://www.glc.org/wp-content/uploads/FINAL-GLC-Resolution-WEN-for-AQS-Development-20251030.pdf.
[61] Great Lakes Commission, *Water-Energy nexus for Datacenters, Artificial Intelligence (AI), Quantum, and Semiconductor Infrastructure Development* Resolution 2 (adopted Oct. 30, 2025), https://www.glc.org/wp-content/uploads/FINAL-GLC-Resolution-WEN-for-AQS-Development-20251030.pdf.
[62] Great Lakes Commission, *Water-Energy nexus for Datacenters, Artificial Intelligence (AI), Quantum, and Semiconductor Infrastructure Development* Resolution 2 (adopted Oct. 30, 2025), https://www.glc.org/wp-content/uploads/FINAL-GLC-Resolution-WEN-for-AQS-Development-20251030.pdf.
[63] The regional cumulative impacts analysis model legislation is inspired by elements found in the following laws: A. 3966, 222nd Legis., Reg. Sess. § 2 (N.J.) (proposed); N.J. Pub. L. 2025, c. 98, A. 5466, 221st Legis. (N.J. 2025) (enacted); Pub. Util. Code § 913.22, S.B. 57, 2025-2026 Reg. Sess. (Cal. 2025) (enacted); H.B. 1579, 69th Legis. Assemb. § 1(c) (N.D. 2025) (enacted).
[64] *See, e.g*., Corin Cesaric, *AI Data Centers Are Coming for Your Land, Water and Power*, CNET (Sep. 24, 2025), https://www.cnet.com/tech/services-and-software/features/ai-data-centers-are-coming-for-your-land-water-and-power/ ("The developer, 1778 Rich Pike, is hoping to build a 34-building data center campus on 1,000 acres that spans Clifton and Covington townships" in Pennsylvania).
[65] *See, e.g*., Clean Economy Coalition of Wisconsin, *Data Center Accountability Framework*, https://cleaneconomywi.com/wp-content/uploads/2026/01/CECW-Data-Center-Accountability-Framework.pdf (last visited Jan. 30, 2025); Tom Kertscher & Paul Jiefer, *As energy-hungry data centers loom, Wisconsin ratepayers owe $1 billion on shuttered power plants*, WISCONSIN WATCH (Dec. 22, 2025), https://wisconsinwatch.org/2025/12/wisconsin-stranded-assets-power-plants-energy-data-centers-ratepayers-utility-cost/.
[66] A.B. 840, 2025-2026 Legis. § 299.70(3)–(4) (Wis.) (proposed).
[67] Minn. Stat. § 216B.1622, Subdiv. 2(3) (2025) (enacted).
[68] The mitigating stranded land assets model legislation is inspired by Wisconsin's proposed legislation: A.B. 840, 2025-2026 Legis. § 299.70(3)–(4) (Wis.) (proposed).
[69] *How NDAs keep AI data center details hidden from Americans*, NBC NEWS (Oct. 28, 2025), https://www.nbcnews.com/tech/tech-news/data-center-ai-google-amazon-nda-non-disclosure-agreement-colossus-rcna236423.
[70] *See, e.g.*, A.B. 222, 2025-2026 Reg. Sess. § 913.18 (Cal.) (proposed); S.B. 2181, 2025-2026 104th Gen. Assemb., Reg. Sess. § 15 (Ill.) (proposed); S.B. 135, 1st Reg. Sess., 124th Gen. Assemb. § 8-1-44(2)(a) (Ind.) (proposed); S.B. 79, 2nd Reg. Sess., 124th Gen. Assemb. § 8-1-44.5(2)(a) (Ind.) (proposed); S. 2274, 222nd Legis. § 1(b) (N.J.) (proposed); S. 6394A, 2025-2026 Reg. Sess. § 241 (N.Y.) (proposed); H.B. 3698, Reg. Sess. § 1 (Or.) (proposed).
[71] S. 6394A, 2025-2026 Reg. Sess. § 241 (N.Y.) (proposed).
[72] S.B. 135, 1st Reg. Sess., 124th Gen. Assemb. § 8-1-44(2)(a) (Ind.) (proposed); S.B. 79, 2nd Reg. Sess., 124th Gen. Assemb. § 8-1-44.5(2)(a) (Ind.) (proposed).
[73] S.B. 729, 2025-2026 Reg. Sess. § 66.0443(2) (Wis) (proposed).
[74] *See, e.g.,* O.C.G.A. § 48-8-3(68.1), Chapter 560-12-2 (enacted); Idaho Stat. § 63-3622VV (enacted); Ind. Code §§ 6-2.5-15-2, 6-1.1-10-54, H.E.A. 1405, 121st Gen. Assemb., First Reg. Sess. (Ind. 2019) (enacted), H.E.A. 1601, 124th Gen. Assemb., First Reg. Sess. (Ind. 2025) (enacted).

[75] Ramayya Krishnan, Mitul Jhaveri & Jay Palat, *Measuring AI's Energy and Environmental Footprint*, CARNEGIE MELLON UNIV. (July 16, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/measuring-ais-energy-and-environmental-footprint; Tom Kertscher, *At least four Wisconsin communities signed secrecy deals for billion-dollar data centers*, WISCONSIN WATCH (Jan. 26, 2026), https://wisconsinwatch.org/2026/01/wisconsin-data-center-secrecy-deals-nda-nondisclosure-agreement/.
[76] S.B. 484, Gen. Assemb. § 112.231 (Fla.) (proposed); H.B. 5399, Gen. Assemb. § 2 (Mich.) (proposed).
[77] S.B. 421, Gen. Assemb. § 36-80-32 (Ga.) (proposed); S.B. 436, Gen. Assemb. § 36-80-32 (Ga.) (proposed); S.B. 4004, 104th Gen. Assemb. § 25 (Ill) (proposed).
[78] S. 373, 2025-2026 Reg. Sess. §§ 11-a, 149, 99-aa, 107 (N.Y.) (proposed).
[79] S.B. 969, 2025-2026 Legis. § 66.10015(7) (Wis.) (proposed).
[80] H.B. 695, 136th Gen. Assemb. § 305.44 (Ohio) (proposed).
[81] H.B. 695, 136th Gen. Assemb. § 305.44 (Ohio) (proposed).
[82] The prohibition of NDAs model legislation is inspired by elements found in the following laws: S.B. 484, Gen. Assemb. § 112.231 (Fla.) (proposed); S.B. 969, 2025-2026 Legis. § 66.10015(7) (Wis.) (proposed); H.B. 5399, Gen. Assemb. § 2 (Mich.) (proposed).
[83] *See, e.g.,* S. 6394A, 2025-2026 Reg. Sess. § 241 (N.Y.) (proposed); S.B. 135, 1st Reg. Sess., 124th Gen. Assemb. § 36-7-4-1112 (Ind.) (proposed); S.B. 79, 2nd Reg. Sess., 124th Gen. Assemb. § 36-7-4-1112 (Ind.) (proposed).
[84] S. 6394A, 2025-2026 Reg. Sess. § 241(3)–(4) (N.Y.) (proposed); S.B. 135, 1st Reg. Sess., 124th Gen. Assemb. § 36-7-4-1112 (Ind.) (proposed); S.B. 79, 2nd Reg. Sess., 124th Gen. Assemb. § 36-7-4-1112 (Ind.) (proposed).
[85] S. 6394A, 2025-2026 Reg. Sess. § 242 (N.Y.) (proposed).
[86] H.B. 76, Data Center Water Transparency Amendments, 2026 Gen. Sess. § 73-5-8.3 (Utah) (proposed).
[87] Tex. Util. Code § 37.0561(d), S.B. 6, Legis., 89th Sess. (Tex. 2025) (enacted).
[88] The pre-approval disclosures model legislation is inspired by elements found in the following laws: S. 6394A, 2025-2026 Reg. Sess. §§ 241, 242, 243 (N.Y.) (proposed); S.B. 135, 1st Reg. Sess., 124th Gen. Assemb. § 36-7-4-1112 (Ind.) (proposed); S.B. 79, 2nd Reg. Sess., 124th Gen. Assemb. § 36-7-4-1112 (Ind.) (proposed); H.B. 76, Data Center Water Transparency Amendments, 2026 Gen. Sess. §§ 73-5-8.3 (3)–(4)(a), (6)(c) (Utah) (proposed); Tex. Util. Code § 37.0561(d), S.B. 6, Legis., 89th Sess. (Tex. 2025) (enacted); Clean Water Act, 33 U.S.C. § 1251 et seq.
[89] This amount is inspired by the civil penalties set by the federal Clean Water Act, subject to inflation. 33 U.S.C. § 1319(d).
[90] The citizen suit and notice requirement provisions are inspired by the citizen suit provision established by the federal Clean Water Act. 33 U.S.C. § 1365(a)–(b).
[91] 33 U.S.C. § 1365(b).
[92] S.B. 135, 1st Reg. Sess., 124th Gen. Assemb. § 8-1-44(2)(a) (Ind.) (proposed); S.B. 79, 2nd Reg. Sess., 124th Gen. Assemb. § 8-1-44.5(2)(a) (Ind.) (proposed); S. 6394A, 2025-2026 Reg. Sess. §§ 242–243 (N.Y.) (proposed); S.B. 2181, 2025-2026 104th Gen. Assemb., Reg. Sess. § 20 (Ill.) (proposed).
[93] S. 6394A, 2025-2026 Reg. Sess. § 243 (N.Y.) (proposed).
[94] H.B. 76, Data Center Water Transparency Amendments, 2026 Gen. Sess. § 73-5-8.3(4)(a) (Utah) (proposed).
[95] S.B. 1292, Reg. Sess. § 1(b) (Conn.) (proposed).
[96] S.B. 135, 1st Reg. Sess., 124th Gen. Assemb. § 8-1-44(2)(a) (Ind.) (proposed); S.B. 79, 2nd Reg. Sess., 124th Gen. Assemb. § 8-1-44.5(2)(a) (Ind.) (proposed).
[97] S.B. 2181, 2025-2026 104th Gen. Assemb., Reg. Sess. § 15 (Ill.) (proposed); Adriana Pérez, *Surging number of data centers around the Great Lakes could lead to water shortages, report says*, CHICAGO TRIBUNE (Sep. 10, 2025), https://www.chicagotribune.com/2025/09/10/great-lakes-data-centers-water-threats/?share=stawutt0rnbt25t5ah5c; S.B. 762, Reg. Sess. § 5a(2) (Mich.) (proposed); H.B. 528, 2025-2026 Reg. Sess. § 48-1-11 (Ga.) (proposed); H.B. 3698, Reg. Sess. § 1 (Or.) (proposed).
[98] S.B. 2181, 2025-2026 104th Gen. Assemb., Reg. Sess. § 15 (Ill.) (proposed); S.B. 762, Reg. Sess. § 5a(2) (Mich.) (proposed); H.B. 528, 2025-2026 Reg. Sess. § 48-1-11(b) (Ga.) (proposed); H.B. 3698, Reg. Sess. § 1 (Or.) (proposed).
[99] S.B. 729, 2025-2026 Reg. Sess. §§ 66.0443, 196.493 (Wis.) (proposed).
[100] S.B. 2181, 2025-2026 104th Gen. Assemb., Reg. Sess. § 25 (Ill.) (proposed); H.B. 76, Data Center Water Transparency Amendments, 2026 Gen. Sess. § 73-5-8.3(6) (Utah) (proposed).
[101] The ongoing social and environmental impact reports model legislation is inspired by elements found in the following laws: S. 6394A, 2025-2026 Reg. Sess. §§ 241, 242, 243 (N.Y.) (proposed); H.B. 76, Data Center Water

Transparency Amendments, 2026 Gen. Sess. §§ 73-5-8.3(3)–(4)(a), (6)(c) (Utah) (proposed); S.B. 1292, Reg. Sess. § 1(b) (Conn.) (proposed); S.B. 135, 1st Reg. Sess., 124th Gen. Assemb. § 8-1-44(2)(a) (Ind.) (proposed); S.B. 79, 2nd Reg. Sess., 124th Gen. Assemb. § 8-1-44.5(2)(a) (Ind.) (proposed); S.B. 2181, 2025-2026 104th Gen. Assemb., Reg. Sess. §§ 15, 25 (Ill.) (proposed); S.B. 762, Reg. Sess. § 5a (Mich.) (proposed); H.B. 528, 2025-2026 Reg. Sess. §48-1-11 (Ga.) (proposed); H.B. 3698, Reg. Sess. § 1 (Or.) (proposed); S.B. 729, 2025-2026 Reg. Sess. § 196.493(2) (Wis.) (proposed); 33 U.S.C. § 1365(a)-(b); Clean Water Act, 33 U.S.C. § 1251 et seq.

[102] This amount is inspired by the civil penalties set by the federal Clean Water Act, subject to inflation. 33 U.S.C. § 1319(d).

[103] The citizen suit and notice requirement provisions are inspired by the citizen suit provision established by the federal Clean Water Act. 33 U.S.C. § 1365(a)–(b).

[104] 33 U.S.C. § 1365(b).

[105] Nicholas Z. Muller & Valerie J. Karplus, *Powering Environmentally Sustainable AI*, CARNEGIE MELLON UNIV. (July 16, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/powering-environmentally-sustainable-ai.

[106] Tom Kertscher & Paul Jiefer, *As energy-hungry data centers loom, Wisconsin ratepayers owe $1 billion on shuttered power plants*, WISCONSIN WATCH (Dec. 22, 2025), https://wisconsinwatch.org/2025/12/wisconsin-stranded-assets-power-plants-energy-data-centers-ratepayers-utility-cost/.

[107] Tom Kertscher & Paul Jiefer, *As energy-hungry data centers loom, Wisconsin ratepayers owe $1 billion on shuttered power plants*, WISCONSIN WATCH (Dec. 22, 2025), https://wisconsinwatch.org/2025/12/wisconsin-stranded-assets-power-plants-energy-data-centers-ratepayers-utility-cost/.

[108] Tom Kertscher & Paul Jiefer, *As energy-hungry data centers loom, Wisconsin ratepayers owe $1 billion on shuttered power plants*, WISCONSIN WATCH (Dec. 22, 2025), https://wisconsinwatch.org/2025/12/wisconsin-stranded-assets-power-plants-energy-data-centers-ratepayers-utility-cost/.

[109] S.B. 763, Reg. Sess. § 32707a (Mich.) (proposed); H.B. 1002, 2025 Gen. Assemb. § 62-159.3 (N.C.) (proposed); S.B. 34, 2025-2026 Reg. Sess. § 46-2-25.4 (Ga.) (proposed).

[110] S.B. 763, Reg. Sess. § 32707a (Mich.) (proposed); H.B. 1002, 2025 Gen. Assemb. § 62-159.3 (N.C.) (proposed); S.B. 34, 2025-2026 Reg. Sess. § 46-2-25.4 (Ga.) (proposed).

[111] ORS § 757.295(b)(A)(ii), H.B. 3546, 83rd Legis. Assemb., Reg. Sess. (Or. 2025) (enacted).

[112] ORS § 757.292, H.B. 3546, 83rd Legis. Assemb., Reg. Sess. (Or. 2025) (enacted).

[113] Minn. Stat. § 216B.1622, Subdiv. 2(3) (2025) (enacted).

[114] The electric utility rates and stranded asset mitigation model legislation is inspired by elements found in the following laws: ORS §§ 757.292, 757.295, 757.230, 757.607, 757.895, H.B. 3546, 83rd Legis. Assemb., Reg. Sess. (Or. 2025) (enacted); Minn. Stat. § 216B.1622, Subdiv. 2(3) (2025) (enacted); S.B. 763, Reg. Sess. § 32707a (Mich.) (proposed); H.B. 1002, 2025 Gen. Assemb. § 62-159.3 (N.C.) (proposed); S.B. 34, 2025-2026 Reg. Sess. § 46-2-25.4 (Ga.) (proposed).

[115] AMERICAN WATER WORKS ASSOCIATION, *Cooling the Cloud: Water Utilities in a Data-Driven World*, 14 (Oct. 2025).

[116] CHRIS WOODCOCK, RICK GIARDINA & TODD CRISTIANO, PRINCIPLES OF WATER RATES, FEES, AND CHARGES, Chapters III.2, VII.1, VII.2, (7th ed. 2017), https://library.knu.edu.af/opac/temp/11550.pdf.

[117] AMERICAN WATER WORKS ASSOCIATION, *Cooling the Cloud: Water Utilities in a Data-Driven World*, 14 (Oct. 2025).

[118] Tex. Util. Code § 35.0561(f), S.B. 6, Legis., 89th Sess. (Tex. 2025) (enacted); ORS §§ 757.292, 757.295, 757.230, 757.607, 757.895, H.B. 3546, 83rd Legis. Assemb., Reg. Sess. (Or. 2025) (enacted).

[119] The water utility rates model legislation is inspired by elements found in the following laws related to electricity rates: Tex. Util. Code § 35.004, S.B. 6, Legis., 89th Sess. (Tex. 2025) (enacted); ORS §§ 757.292, 757.295, 757.230, 757.607, 757.895, H.B. 3546, 83rd Legis. Assemb., Reg. Sess. (Or. 2025) (enacted).

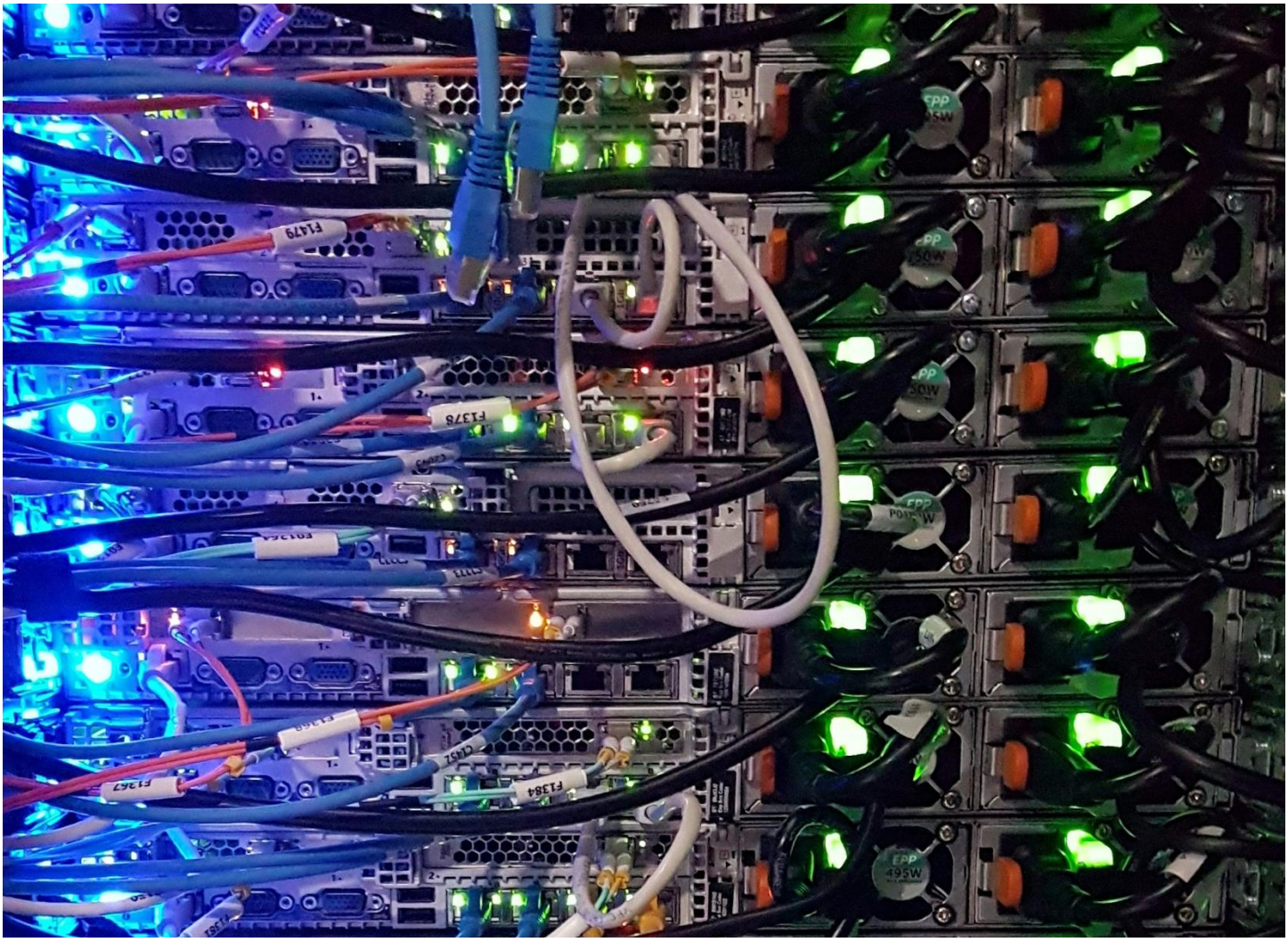
[120] Nicholas Z. Muller & Valerie J. Karplus, *Powering Environmentally Sustainable AI*, CARNEGIE MELLON UNIV. (July 16, 2025), https://www.cmu.edu/work-that-matters/energy-innovation/powering-environmentally-sustainable-ai.

[121] Stefan Modrick, *Datacenters balancing sustainability goals with accelerating AI demand*, S&P GLOBAL (Feb. 20, 2025), https://www.spglobal.com/market-intelligence/en/news-insights/articles/2025/2/datacenters-balancing-sustainability-goals-with-accelerating-ai-demand-87369832.

[122] Arman Shehabi et al., 2024 United States Data Center Energy Usage Report, LAWRENCE BERKELEY NAT'L LAB'Y, 55-57 (Dec. 2024), https://eta-publications.lbl.gov/sites/default/files/2024-12/lbnl-2024-united-states-data-center-energy-usage-report.pdf.

[123] Michael Blackhurst et al., *Data Center Growth Could Increase Electricity Bills 8% Nationally and as Much as 25% in Some Regional Markets*, CARNEGIE MELLON UNIV. (July 26, 2025), https://www.cmu.edu/work-that-

matters/energy-innovation/data-center-growth-could-increase-electricity-bills; Cutler Cleveland, *What methods of electricity generation use the most water?*, BOSTON UNIV. (July 28, 2025), https://visualizingenergy.org/what-methods-of-electricity-generation-use-the-most-water/.
[124] S. 680, 222nd Legis. § 3 (N.J.) (proposed); S.B. 729, 2025-2026 Reg. Sess. § 238.40 (Wis.) (proposed).
[125] S. 680, 222nd Legis. § 3 (N.J.) (proposed).
[126] S.B. 729, 2025-2026 Reg. Sess. § 238.40 (Wis.) (proposed).
[127] Clean Energy Coalition, *Data Center Accountability Framework*, https://cleaneconomywi.com/wp-content/uploads/2026/01/CECW-Data-Center-Accountability-Framework.pdf (last visited Feb. 25, 2026).
[128] Clean Energy Coalition, *Data Center Accountability Framework*, https://cleaneconomywi.com/wp-content/uploads/2026/01/CECW-Data-Center-Accountability-Framework.pdf (last visited Feb. 25, 2026).
[129] The renewable energy requirement model legislation is inspired by elements found in the following laws: S. 680, 222nd Legis. § 3 (N.J.) (proposed); S.B. 729, 2025-2026 Reg. Sess. § 238.40 (Wis.) (proposed); Clean Energy Coalition, *Data Center Accountability Framework*, https://cleaneconomywi.com/wp-content/uploads/2026/01/CECW-Data-Center-Accountability-Framework.pdf (last visited Feb. 25, 2026).
[130] The Alliance for the Great Lakes reports that data centers typically do not require potable water for cooling and urge that AI-data centers turn to reclaimed water for cooling their facilities. Helena Volzer, *A Finite Resource*, ALLIANCE FOR THE GREAT LAKES 45 (Aug. 2025), https://greatlakes.org/wp-content/uploads/2025/08/AGL_WaterUse_Report_Aug2025_Final.pdf.
[131] *See, e.g.,* A.B. 840, 2025-2026 Legis. § 299.70(2) (Wis.) (proposed); H.B. 1030, 75th Gen. Assemb. § 24-48.5-806(1)(e) (Colo.) (proposed).
[132] The Alliance for the Great Lakes reports that data centers typically do not require potable water for cooling and urge that AI-data centers turn to reclaimed water for cooling their facilities. Helena Volzer, *A Finite Resource*, ALLIANCE FOR THE GREAT LAKES 45 (Aug. 2025), https://greatlakes.org/wp-content/uploads/2025/08/AGL_WaterUse_Report_Aug2025_Final.pdf.
[133] Great Lakes Commission, *Non-Potable Water Reuse Development in the Great Lakes Basin* Resolution (adopted Oct. 30, 2025), https://www.glc.org/wp-content/uploads/FINAL-GLC-Resolution-Water-Reuse-Development-20251030.pdf.
[134] Helena Volzer, *A Finite Resource*, ALLIANCE FOR THE GREAT LAKES 45 (Aug. 2025), https://greatlakes.org/wp-content/uploads/2025/08/AGL_WaterUse_Report_Aug2025_Final.pdf.
[135] The water conservation requirement model legislation is inspired by the following policy recommendations: Helena Volzer, *A Finite Resource*, ALLIANCE FOR THE GREAT LAKES 45 (Aug. 2025), https://greatlakes.org/wp-content/uploads/2025/08/AGL_WaterUse_Report_Aug2025_Final.pdf; Great Lakes Commission, *Non-Potable Water Reuse Development in the Great Lakes Basin* Resolution (adopted Oct. 30, 2025), https://www.glc.org/wp-content/uploads/FINAL-GLC-Resolution-Water-Reuse-Development-20251030.pdf.
[136] Helena Volzer, *A Finite Resource*, ALLIANCE FOR THE GREAT LAKES 40 (Aug. 2025), https://greatlakes.org/wp-content/uploads/2025/08/AGL_WaterUse_Report_Aug2025_Final.pdf.
[137] Minn. Stat. § 216B.241, Subdiv. 2(a) (2025) (enacted).
[138] Minn. Stat. § 216B.72 (a)–(c) (2025) (enacted).
[139] The conservation fund model legislation is inspired by elements found in the following laws: Minn. Stat. §§ 216B.72, 216B.241 (2025) (enacted); S.B., 729, 2025-2026 Reg. Sess. § 20.505(1)(gj) (Wis.) (proposed); S.B. 393, Reg. Sess. §§ 10.1-2143, 58.1-1750 (Va.) (proposed).

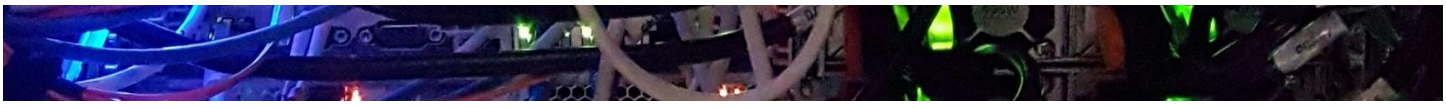


YORK COUNTY
YCPC
PLANNING COMMISSION

Data Center Model Ordinance

August 2025

Revised April 2026



Overview

The following document is a model ordinance containing suggested language, including terminology and definitions commonly used in regulations for Data Centers.

This model ordinance serves as a summary document of the various components that the York County Planning Commission (YCPC) believes are necessary for a municipality to consider when evaluating the impacts of these uses on their municipality. It should be the goal of the municipality to clearly articulate their expectations and requirements to any developers proposing these uses within their municipality, as well as to clearly address the concerns and interests of municipal residents.

Municipalities are encouraged to alter the text of this model ordinance to best suit their municipality, as what works best for one municipality may not provide the same results in another. There are suggested sizes, distances, and thresholds throughout this model ordinance that are recommendations, and should be thoroughly considered by municipal officials to determine if these requirements make sense for their municipality. Additional context has been provided for some topics in sidebars throughout the document.

As noted above, there are also sections of this model ordinance that, while important topics for consideration,

- May not be topics that municipalities currently want to address
- Are topics that municipalities have already addressed elsewhere in their ordinance
- Can be viewed as forward-thinking

Sections of this model ordinance that fall into these categories are presented in **blue text**. Municipalities are encouraged to review the language in these sections to determine if these are topics that make sense to address in their Zoning Ordinance currently. Additionally, text highlighted in blue is text that municipalities will need to replace with the appropriate language for their municipality and zoning ordinance.

Municipalities protect and promote the safety, health, and morals of their communities by following and enforcing proper planning procedures, ensuring that development within their borders has been thoroughly considered well in advance of the submittal of plans for development. When considering where to permit and how to regulate more intense uses (such as the ones discussed in this model ordinance), municipalities should conduct assessments to evaluate the social, environmental, and economic impacts that these types of uses could have on their communities, and to determine where in their municipalities these types of uses can safely function. This type of assessment should be conducted by municipalities during the planning stage, when municipalities are considering adding language to their ordinances. Early assessment of the potential impacts of these more intense uses during the planning stage minimizes the potential for conflicts when a developer submits a land development proposal.

As Data Center standards continue to evolve, municipalities will be challenged to keep up with them, let alone prepare in advance of any changes. This model ordinance is presented based on technology and knowledge available at this time. As always, municipal staff and officials are encouraged to reach out to YCPC staff if questions arise regarding any of the content found within this model ordinance.

SECTION 100. DEFINITIONS

COMMUNITY NOISE EQUIVALENT LEVEL (CNEL) – The 24-hour A-weighted average sound level from midnight to midnight, obtained after the addition of 5 dB to sound levels occurring in the evening from 7 PM to 10 PM and after the addition of 10 dB to sound levels occurring in the night between 10 PM and 7 AM.

DATA CENTER – A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances and other associated components related to digital data operations.

The facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at the Data Center.

DATA CENTER ACCESSORY USE – Ancillary uses or structures secondary and incidental to a Data Center use, including but not limited to: administrative, logistical, fiber optic, storage, and security buildings or structures; sources of electrical power such as generators used to provide temporary power when the main source of power is interrupted; electrical substations; utility lines, domestic and non-contact cooling water and wastewater treatment facilities; water holding facilities; pump stations; water towers; environmental controls (air conditioning or cooling towers; fire suppression, and related equipment), and security features, provided such Data Center Accessory Uses/structures are located on the same tract or assemblage of adjacent parcels developed as a unified development with a Data Center. The use shall not include energy generation systems used or intended to be used to supply power to the Data Center during normal operations.

DATA CENTER ELECTRICAL SUBSTATION – A facility used for the transformation or transmission and/or switching of voltages to distribution voltages which switches circuits and distributes usable/consumable electric power, specifically for Data Center users on the same or adjacent site, or on a site immediately across a road right-of-way.

DATA CENTER PRINCIPAL BUILDING – A building that contains the office and/or data storage functions of a Data Center.

FOOTCANDLE – Enough light to saturate a one-foot square with one lumen of light.

SENSITIVE RECEPTORS – Schools, preschools, day care centers, in-home daycares, health facilities such as hospitals, long term care facilities, retirement and nursing homes, community centers, places of worship, playgrounds, parks (excluding trails), campgrounds, prisons, dormitories, and any residence where such residence is not located on a parcel with an existing industrial, commercial, or unpermitted use as determined by the zoning officer.

SECTION 200. SPECIFIC USE CRITERIA

Data Centers

The following requirements shall apply to all Data Centers. In the event that any of the following regulations are found to be in conflict with regulations found elsewhere in the (MUNICIPALITY) Zoning Ordinance, the most restrictive regulations shall be applied, unless otherwise stated.

A. Building Placement and Orientation

(1) All principal and accessory structures associated with a Data Center shall be arranged, designed, and constructed to be harmonious and compatible with the site and with the surrounding properties. In general, Data Centers that visually approximate commercial office buildings are encouraged.

(2) Buildings shall be sited and oriented to:

a. Minimize visual impacts of the bulk of the building when examined on a line-of-sight basis from adjacent public streets and Sensitive Receptor areas.

b. Provide safe and convenient vehicular access to the site, including sufficient on-site queuing areas at security gates.

c. Accommodate adequate parking.

d. Minimize impacts to natural resources.

(3) Data Center campuses containing more than one building are encouraged to provide a variety in building size, massing, siting, and appearance by transitioning from smaller or lower buildings along street frontages to larger and taller structures on the interior of the site. Consideration of topography shall be given to avoid placement of larger, taller, or more massive buildings in a prominent location on the property or along a public street.

B. Maximum Height

The maximum building height for Data Centers shall be __ feet.

C. Setbacks

(1) All principal buildings, accessory structures, and Data Center Electric Utility Substations must be set back at least (150 – 200) feet from all property lines.

(2) Parking lots for Data Centers shall be set back at least __ feet from public road rights-of-way, and __ feet from all property lines.

D. Parking Requirements

A minimum of 1 parking space per employee on the largest shift is required, plus an additional 3 visitor spaces.

E. Off Street Loading

A minimum of one loading space is required. Loading spaces/bays are only permitted to be located on one façade of the Data Center Principal Building.

Building Height

Municipalities should determine if incorporating language that allows for an increase in building height with increased building setbacks is a viable option for their municipality.

F. Noise/Vibration

(1) CNEL

a. The Community Noise Equivalent Level (CNEL) at the boundary of the property containing a Sensitive Receptor shall not exceed 60 dBA.

b. The CNEL at the boundary of any developed property not containing a Sensitive Receptor shall not exceed 70 dBA.

c. Sound that is produced for not more than a cumulative period of one (1) minute in any hour may exceed the standards above by up to ten (10) dBA.

d. The maximum sound levels listed above do not apply to emergency alerts, emergency work to provide electricity, water, or other public utilities when public health or safety is involved, snow removal, or road repair.

e. In addition to dBA levels, the developer will need to be able to show that C-weighted noise (dBC) and Octave Bands (dBZ) will also be maintained at acceptable levels.

(2) A noise reduction barrier or device may be required at the discretion of the zoning officer when it is inconclusive that noise level tests do not conform to acceptable noise levels.

(3) The limitations of Section 200.F. herein shall not apply to any Sensitive Receptor that is established adjacent to the Data Center after the date of issuance of a certificate of completion or occupancy for the applicant's operation.

(4) Sound Study

a. Any proposal for a Data Center shall include pre- and post-construction sound studies which examine all exterior utility functions of the building (rooftop and ground-mounted) that produce sound. The sound studies shall identify compliance with Section 200.F. as applicable. The sound studies shall be conducted by an Institute of Noise Control Engineering (INCE) Board Certified Engineer and shall be subject to review and approval by an engineer with experience in noise control selected by the (MUNICIPALITY).

Noise

Limits for dBA, dBC, and dBZ can vary based on the time of day, zoning district classification, and adjacent uses. Municipalities should consult with an acoustic engineer or similar certified professional to determine what standards are best for their municipality, and should consider updating noise standards for all uses, not just Data Centers.

b. The pre-construction sound study shall be submitted with the (CONDITIONAL USE/SPECIAL EXCEPTION) application. The pre-construction sound study shall recommend the sound reducing materials or systems required to meet the aforesaid sound limits.

c. The post-construction sound study shall be conducted prior to issuance of the certificate of occupancy. An as-built sound study may also be required thereafter by the (MUNICIPALITY) upon request. If it is determined by the as-built sound study that there is a violation of the aforesaid sound limits, the owner or occupant of the Data Center shall promptly remediate the violation to achieve compliance with the sound limits.

G. Negative Impacts

Any use or activity producing air, dust, smoke, glare, exhaust, heat, or humidity in any form shall be carried on in such a manner that it is not perceptible at or beyond the property line.

H. Safety

The equipment used in any Data Center operation shall be housed in a metered, electrically grounded, and pre-engineered metal-encased structure with a fire rating designed to resist an internal electrical fire for at least 30 minutes. The containment space shall contain baffles that automatically close in the event of fire, independent of a possible electric system failure.

Any Data Center use proposing battery storage or any other device or group of devices capable of storing energy in order to supply electrical energy at a later time, whether the energy is stored for use on-site or off-site, shall demonstrate compliance with National Fire Protection Association (NFPA) Standard 855, Installation of Stationary Energy Storage Systems, or similar standards and must include fire suppression systems designed specifically for battery storage.

I. Power

Prior to approval of the certificate of completion or occupancy, the applicant shall provide written verification from the applicable service provider stating the following:

(1) Adequate capacity is available on the applicable supply lines and substation to ensure that the capacity available to serve the other needs of the service area is consistent with the normal projected load growth envisioned by the provider,

(2) Utility supply equipment and related electrical infrastructure are sufficiently sized and can safely accommodate the proposed use,

(3) Any system designed for cooling and operation of the facility (electricity, water, or other means) will be adequate and will not negatively impact the surrounding region,

(4) The energy storage capacity of the system used (if applicable) will be defined,

(5) Efforts will be made to maximize the use of renewable or clean energy,

(6) The use will not cause electrical interference or fluctuations in line voltage on and off the operating premises, and

(7) Prior to approval of the certification of completion or occupancy, the applicant shall provide the municipality with written verification that the electrical work has passed a third-party final inspection.

J. Lighting

(1) Horizontal Surfaces

For the lighting of predominantly horizontal surfaces, such as, but not limited to, parking areas, roadways, vehicular and pedestrian passage areas, loading docks, building entrances, sidewalks, bicycle paths, and site entrances, luminaires shall be aimed down, and shall meet Illuminating Engineering Society of North America (IESNA) full cut-off/fully shielded criteria.

(2) Non-Horizontal Surfaces

For the lighting of predominantly non-horizontal surfaces, such as, but not limited to, facades, landscaping, and signs, luminaires shall be shielded and shall be installed and aimed to not project their output into the windows of neighboring residences, adjacent uses, past the object being illuminated, skyward, or onto a public roadway.

(3) Adjacent Residential Uses

The illumination projected onto a residential use shall at no time exceed 0.1 footcandle, measured line-of-sight and from any point on the receiving residential property.

(4) Adjacent Non-Residential Uses

The illumination projected from any property onto a non-residential use shall at no time exceed 0.5 initial footcandle, measured line-of-sight from any point on the receiving property.

(5) Glare

Vegetation screens shall not be employed to serve as the primary means for controlling glare. Rather, glare control shall be achieved by using means such as cutoff luminaires, shields and baffles, and appropriate application of luminaire mounting height, wattage, aiming angle, and luminaire placement.

Lighting Adjacent to Non-Residential Uses

Ordinances YCPC reviewed for sample language have shown light trespass maximums from 0.1 to 2.0 footcandles.

(6) LED Lights

LED light sources shall have a correlated color temperature that does not exceed 3000K.

(7) Luminaires

Luminaires shall not be mounted more than 20 feet above the finished grade of the surface being illuminated. No pole-mounted lighting on the roof shall be permitted.

(8) Lighting After Hours

Lighting for parking areas and vehicular traffic ways shall be automatically extinguished nightly within ½ hour of the close of the facility. On/off control shall be by an astronomic programmable controller with battery or capacitor power-outage reset. When after-hours site safety/security lighting is proposed, such lighting shall not exceed 25% of the number of fixtures required or permitted for illumination during regular business hours. Where there is reduced but continued onsite activity throughout the night that requires site-wide even illumination, the use of dimming circuitry to lower illumination levels by at least 50% after 11 PM or after regular business hours, or the use of motion sensor control, shall be permitted.

K. Perimeter Fencing/Security

Fences shall not exceed __ feet in height above ground and shall be of high-quality design and materials.

L. Power Lines and Data Center Electric Utility Substations

(1) Data Center Electric Utility Substations must include year-round opaque landscaping or a screen wall a minimum of __ feet in height to minimize visual impact.

(2) Electric Utility Substations on the same property as the Data Center they serve must be located on the side or rear of a Data Center Principal Building so they are screened from public view and must not be located in a required front yard. On-site substations do not require a buffer or screening between the Data Center Principal Building and the substation.

(3) Burying power lines serving the property is strongly encouraged. On-site power lines of 34.5 kV and below must be buried.

(4) The Data Center Electric Utility Substation shall be subject to applicable zoning district setback requirements. Setbacks shall be measured from the edge of the compound containing the substation to the property boundary of the lot it occupies.

M. Emergency Contact Information

Each Data Center operation shall provide 24-hour emergency contact signage visible at the access entrance. Signs shall include the company name (if applicable), the owner/representative's name, the telephone number, and the corresponding local power company's name and telephone number.

N. Sensitive Receptors

Unless physically impossible, energy substations, generators, HVAC units, and other noise and odor creators shall be oriented away from abutting Sensitive Receptors. Screening as described in Section 200.O., "Buffer Yards and Screening" shall be provided. When making feasibility decisions, the (MUNICIPALITY) must consider existing laws and regulations and balance public safety with the site development's potential impacts on nearby Sensitive Receptors.

O. Buffer Yards and Screening

All Data Center operations shall provide buffer yards and screening along all property boundary lines, except for areas of ingress and egress into the site.

(1) Service Areas - Loading bays, refuse collection areas, and service entrances shall be screened from view from existing or planned public roads, Sensitive Receptors, and residential zoning districts. Screening may include year-round landscaping or a screen wall of an appropriate height to mitigate visual impacts as determined by a line-of-sight study submitted by the applicant.

(2) Mechanical/Electrical Equipment Screening

a. Ground-Mounted

i. Ground-mounted equipment adjacent to and serving the Data Center Principal Building shall be completely screened behind an opaque wall or fence. When the equipment is located between buildings, a combination of walls and gates may be used at the openings between buildings.

ii. When in or adjacent to an industrial use or zoning district, ground-mounted equipment screening is only required from any existing or planned public road.

iii. Ground-mounted equipment is prohibited in any required setback.

b. Roof-Top

i. All roof-top-mounted equipment shall be screened by a parapet wall, equipment penthouse, or visually solid screen on all four sides that is constructed of materials complementary to those used in the exterior construction of the Data Center Principal Building. This shall be accomplished by setting the penthouse or screened area back from the façade of the building such that the top of the penthouse or screen is below a 45-degree line drawn from the top of the parapet. Roof-top equipment to be screened includes, but is not limited to, the following: cooling, ventilation, and power supply machinery.

ii. Roof-top equipment that is visible above the parapet wall shall be set back from the exterior or parapet wall a distance no less than the height of said equipment.

iii. Roof-top equipment may exceed the applicable maximum district building height when completely screened pursuant to this ordinance.

iv. Roof-top equipment may occupy up to a maximum of __% of the roof area when screened per this ordinance and, when combined with the height of the Data Center building, does not exceed the maximum building height requirement.

(3) Buffering

a. Data Center sites abutting Sensitive Receptors or collector/arterial roads must include an enhanced buffer yard with required plantings located on an earthen berm with a grade no steeper than 2:1. The minimum height of the berm abutting Sensitive Receptors is __ feet, and abutting collector/arterial roads is __ feet.

i. Where the combined footprint of the principal structure or structures is less than 100,000 square feet:

a. A minimum 100-foot buffer yard shall be provided along the entire length of any public street frontage of any property upon which the Data Center is located and along any property line which abuts or is within 500 feet of an existing residential property line or zone, school, daycare center, hospital, place of worship, designated park, or public open space.

b. A minimum 50-foot buffer yard shall be provided along any property line adjacent to a non-residential use or zone.

ii. Where the combined footprint of the principal structure or structures is between 100,000 square feet and 250,000 square feet:

a. A minimum 150-foot buffer yard shall be provided along the entire length of any public street frontage of any property upon which the Data Center is located and along any property line which abuts or is within 500 feet of an existing residential property line or zone, school, daycare center, hospital, place of worship, designated park, or public open space.

b. A minimum 50-foot buffer yard shall be provided along all other property lines.

iii. Where the combined footprint of the principal structure or structures exceeds 250,000 square feet:

a. A minimum 300-foot buffer yard shall be provided along the entire length of any public street frontage of any property upon which the Data Center is located and along any property line which abuts or is within 500 feet of an existing residential property line or zone, school, daycare center, hospital, place of worship, designated park, or public open space.

b. A minimum 50-foot buffer yard shall be provided along all other property lines.

iv. Utilities should be located outside of buffer yards to the maximum extent feasible to maintain a cohesive buffer yard, protect landscaping, and preserve open space. Utilities should be co-located when feasible to minimize the number of utility crossings through the required buffer yard, particularly when such crossings cannot be avoided.

v. Use of existing vegetation for landscaping and screening is strongly encouraged and may be substituted for new berms and plantings if approved by the (MUNICIPAL GOVERNING BODY).

Buffer Yards and Screening

Municipalities often already have buffer yard and screening requirements in place elsewhere in their zoning ordinance or SALDO.

If your municipality already has buffer yard and screening requirements, consider directing readers to those sections instead of duplicating requirements. If screening above and beyond what already is in place is required, this would be the section in which to address it.

vi. The required number of plant units shall be calculated in accordance with other municipal screening requirements.

vii. Buffer yards along roadways shall be measured from the street right-of-way line.

viii. Where a lot line drainage or utility easement is required, the buffer yard shall be measured from the inside edge of the easement.

ix. Buffer yards shall not include environmental encumbrances such as, but not limited to, wetlands, wetland transition areas, riparian buffers, and flood hazard areas as may be imposed by outside agencies.

x. The buffer yard shall include a dense landscape buffer consisting of the following:

   a. One (1) large evergreen tree per 25 linear feet of buffer. The size of large evergreen trees shall be a minimum of eight (8) feet in height at the time of planting. Narrow/upright evergreen species may also be used within buffers at a ratio of 3:1. No more than 25% of the total required large evergreen species can be substituted with narrow/upright species.

   b. One (1) canopy (shade) tree per 75 linear feet of buffer. The size of canopy (shade) trees shall be a minimum of 2 ½ inch caliper at the time of planting.

   c. One (1) ornamental/flowering tree per 50 linear feet of buffer. The size of ornamental/flowering trees shall be a minimum of eight (8) feet in height for multi-stemmed varieties, or 2 ½ inch caliper at the time of planting for single-stemmed varieties.

   d. Five (5) shrubs per 25 linear feet of buffer. Shrubs shall be fully branched and a minimum of three (3) feet in height at the time of planting. Shrubs shall be a combination of evergreen and deciduous species, with a minimum of 50% evergreen.

xi. The landscape buffer shall be located along the outer edge of the buffer yard.

xii. Plant material within buffer plantings shall meet the following requirements:

   a. Be resistant to diesel exhaust.

   b. Not identified on the most current Pennsylvania Department of Conservation and Natural Resources (DCNR) invasive species or watch lists.

   c. Be hardy within United States Department of Agriculture (USDA) hardiness Zones 6 and 7.

   d. Shall be planted on the top and the exterior of any berm in order to provide effective screening.

   e. Shall be arranged in groupings to allow for ease of maintenance and to provide a natural appearance.

   f. Shall provide a diversity in plant species, such that no one species accounts for more than 25% of each plant type.

   g. The plantings shall be arranged to provide a complete visual screen of the property at least 12 feet in height, measured in addition to the height of any required berm, within three (3) years.

xiii. The buffer yard may be located within the required building setback lines. No impervious surface is permitted within the buffer yard aside from access drives, sidewalks, and associated improvements.

P. Environmental and Community Impact Analysis

Prior to the commencement of the (CONDITIONAL USE/SPECIAL EXCEPTION) hearing, the applicant shall provide an environmental and community impact analysis. The environmental and community impact analysis shall include:

(1) A narrative description prepared by a professional engineer, ecologist, environmental planner or other qualified individual, of the proposed nature of the on-site activities and operations, including the market area served by the facility, the hours of operation of the facility, the total number of employees on each shift, the times, frequencies, and types of vehicle trips generated, the types of materials stored and the duration period of storage of materials, and the relationship to other projects or proposals. The description shall focus on the elements of the environment most likely to be affected as well as potential regional effects and ecological interrelationships.

(2) A site plan of the property indicating the location of proposed improvements, flood plains, wetlands, waters of the Commonwealth, and cultural and historic resources on the property and within 500 feet of the boundaries of the property, and the potential for public nuisance to residents resulting from operations.

(3) Evidence that the disposal of materials will be accomplished in a manner that complies with state and federal regulations.

(4) An evaluation of the potential impacts of the proposed use, both positive and negative, upon:

a. Emergency services and fire protection,

b. Water supply,

c. Sewage disposal,

d. Solid waste disposal,

e. School facilities and school district budget,

f. Municipal revenues and expenses, and

g. Stormwater.

(5) Any environmental impacts that are likely to be generated (i.e.., odor, noise, smoke, dust, litter, glare, heat islands, vibration, electrical disturbance, wastewater, stormwater, solid waste, etc.) and specific measures employed to mitigate or eliminate any negative impacts. The applicant shall further furnish evidence that the impacts generated by the proposed use fall within acceptable levels, as regulated by applicable laws and ordinances.

Water Supply

Data Centers often use water to assist with equipment cooling and humidity maintenance within their operations. Water consumption can vary based on the size of the project. It is important for municipalities to require proposed Data Center development to clearly articulate water needs, use, availability, recycling and/or release procedures, and local and regional impacts on water resources.

(6) The applicant shall identify all stationary and mobile sources of particulate matter (PM2.5) volatile organic compounds, and nitrogen oxides at the site. The applicant shall specify best management practices for preventing and reducing the concentration of air polluting emissions at the site.

(7) Consistency with the (MUNICIPALITY) and county comprehensive plan. The applicant shall submit an assessment report of the impact of the proposed use on the goals of the respective plans. Where the proposed use conflicts with the comprehensive plan, the analysis report shall identify mitigation measures that may be undertaken to offset any degradation, diminution, or depletion of public natural resources.

(8) Critical impact areas. In addition to the above, plans should include any area, condition, or feature that is environmentally sensitive or that, if disturbed during construction, would have an adverse impact on the environment.

a. Critical impact areas include, but are not limited to, floodplains, riparian buffers, streams, wetlands, slopes greater than 15%, highly acidic or highly erodible soils, hydric soils, hydrologic soil groups, areas of high-water table, and mature stands of native vegetation and aquifer recharge and discharge areas.

b. A statement of impact upon critical areas and of adverse impacts that cannot be avoided is required to be submitted with the analysis, along with proposed environmental protection measures, procedures, and schedules to minimize damage to critical impact areas during and after construction.

(9) If modular, factory-built construction is proposed, details of its construction shall be provided to the (MUNICIPALITY) for review/approval.

Q. Building Colors/Materials

External building materials and colors should reflect the character of the surrounding environment and structures.

R. Emergency Responders

The applicant shall coordinate with the (MUNICIPALITY) emergency management coordinator to ensure there is adequate radio coverage for emergency responders within the building based upon the existing coverage levels of the (MUNICIPALITY) Public Safety Radio Communications System at the exterior of the building, and shall install enhancement systems as needed to meet compliance.

(1) The applicant shall submit an Emergency Response Plan (ERP) prepared by a qualified professional. The ERP shall:

a. Be reviewed by the local fire department and emergency management services as part of the land development process;

b. Include detailed procedures for fire suppression, containment, ventilation, and evacuation;

c. Include an evaluation of the adequacy of the local fire department equipment;

d. Include an evaluation of the access roads and hydrant locations within the site to ensure suitable access for emergency equipment within the site;

e. Ensure that all first responders receive adequate training specific to the installed system;

f. Include provisions for annual fire safety inspections demonstrating compliance with fire safety standards to be performed by a qualified professional on behalf of the Data Center.

(2) Each Data Center operation shall provide 24-hour emergency contact signage visible at the access entrance. Signs shall include the company name (if applicable), the owner/representative's name, the telephone number, and the corresponding local power company's name and telephone number.

S. Decommissioning

Data Centers are recognized as a distinct use that warrants special consideration due to their limited operational lifespans and the potential for residual materials or infrastructure that may require specialized removal or remediation at the end of use. Given the rapid evolution of data storage and processing technologies, applicants shall submit a decommissioning plan for removal of obsolete equipment and site

restoration at the end of the facility's operational life. Such plan shall address dismantling and removal of all equipment and appurtenances related thereto, including but not limited to special cabling and electrical components, electronic equipment, special cooling equipment, special power generation, batteries and other associated facilities from the property to a condition where the building and property may be reused for another purpose. These provisions are intended to ensure compatibility with surrounding land uses, maintain long-term land use flexibility, and promote the orderly reuse or redevelopment of the property. When the operation of the Data Center ceases, the recycling or responsible disposal of decommissioned hardware and materials shall be prioritized to reduce environmental impact. The operator shall partner with certified E-waste recycling facilities to ensure the proper handling and recycling of electronic components.

Prior to issuance of a certificate of occupancy for a Data Center, the owner shall provide financial security, in the form and amount of a bond, irrevocable letter of credit, or other financial security acceptable to the (MUNICIPALITY), to secure the expense of decommissioning, dismantling, removing, and disposal of the Data Center specific components and equipment, in the amount of 110% of the estimated decommissioning cost minus the salvageable value of the Data Center. The (MUNICIPALITY) reserves the right to review once every five (5) years an engineer's new estimate of probable cost of decommissioning, which shall be submitted for approval in the same manner as the initial submission. The bond, letter of credit, or other financial security acceptable to the (MUNICIPALITY) shall be increased or decreased, as appropriate, upon a finding by the (MUNICIPAL GOVERNING BODY) that the new estimate appropriately addresses the probable cost of decommissioning. The owner of the Data Center shall pay for all fees associated with the review and approval of each such decommissioning cost estimate by the (MUNICIPALITY) Engineer.

T. Green Building Techniques

Data Centers are encouraged to implement low-impact development practices in site design and energy efficiency, such as, but not limited to, the following:

(1) Site Design

a. Select sites that avoid sensitive lands such as wetlands, floodplains, and steep slopes

b. Minimize land disturbance

c. Maximize tree preservation

d. Minimize impervious surfaces

e. Minimize potential nuisance impacts (noise, glare, vibration, etc.) on adjacent properties, public roadways, and the vicinity

(2) Energy/Resource Efficiency

a. Orient buildings to take advantage of passive cooling and daylight opportunities

b. Utilize alternative energy sources (solar, wind, hydro, etc.) as much as possible

c. Provide an energy storage system to monitor and regulate usage of alternative energy for usage during off-peak hours

d. Utilize reclaimed water for cooling, if available, promoting its use to regulate cooling output in real-time on workload demands

e. Incorporate waste heat recovery systems for use on or off-site, and set measurable goals for its implementation

f. Encourage systems that limit the use of finite natural resources and their disposal

g. Encourage fuel storage that limits impacts on the environment from potential spills

h. Install water-efficient landscape materials

i. Utilize LED exterior/interior lighting

U. LEED Certification

The implementation of energy management best practices and carbon reduction techniques such as, but not limited to, those promoted through the U.S. Department of Energy's Better Buildings Initiative and U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Certification system is strongly encouraged.

V. Woodland Disturbance

Woodland disturbance, including alteration or removal of any hedgerows, shall be minimized. No portions of tree masses, tree lines, hedgerows, or individual freestanding trees measuring six (6) inches or greater in diameter at breast height (DBH) shall be removed unless it is clearly necessary to effectuate the proposed development. In no case shall more than 50% of any existing tree masses, tree lines, hedgerows, or individual freestanding trees with six (6)-inch or greater DBH be removed. For purposes of this subsection, a woodland is defined as a tree mass or plant community in which tree species are dominant or codominant and the branches of the trees form a complete, or nearly complete, aerial canopy. Any area, grove, or stand of mature or largely mature trees (i.e., six (6)-inch or greater DBH) covering an area of .25 of an acre or more, or consisting of more than 50 individual trees six (6) inches or greater DBH, shall be considered a woodland.

W. Threatened and Endangered Species

(1) PNDI

A Pennsylvania Natural Heritage Program study (PNDI Receipt) dated within two (2) years of the submission of an application for conditional use/special exception or subdivision and land development, whichever is first, as well as any state agency clearance letters required thereby, shall be provided to the municipality.

(2) Compliance

The applicant shall comply with all measures directed by the clearance letters to avoid, minimize, or mitigate impacts to endangered, threatened, and special concern species and their habitat.

X. Riparian Forest Buffer Area

Data Centers subject to the requirements of this Section must satisfy the stricter of the requirements of this Section, or of 25 Pa. Code 102.14, Riparian Buffer Requirements.

(1) For purposes of this Section, a riparian buffer is an area of permanent vegetation along a waterway that is left undisturbed to allow for the natural succession of native vegetation. A riparian forest buffer is a type of riparian buffer that consists predominantly of native trees, shrubs, and forbs, providing at least 60% uniform canopy cover.

(2) Where the project site contains, is along, or is within 150 feet of a perennial or intermittent river, stream, creek, lake, wetland, floodplain, pond, or reservoir, whether natural or artificial, the use will be subject to the requirements of this Section and shall, in accordance with the requirements of this subsection, do one of the following:

a. Protect an existing riparian forest buffer

b. Convert an existing riparian buffer to a riparian forest buffer

c. Establish a new riparian forest buffer

(3) Where a riparian forest buffer exists, it shall be left intact to meet the width requirements in subsections (6) and (7). An existing riparian forest buffer need not be altered to establish individual Zones 1 and 2 under subsection (9).

(4) Riparian buffers that consist predominantly of native woody vegetation that do not satisfy the composition requirements for a riparian forest buffer in subsection (1) or the width requirements in subsections (6) and (7) shall be enhanced or widened, or both, by additional plantings in open spaces around existing native trees and shrubs to provide at least 60% uniform canopy cover for the required width and shall be composed of zones in accordance with subsection (9).

(5) On sites without native woody vegetation, a riparian forest buffer providing at least 60% uniform canopy cover shall be established to meet the width requirements in subsections (6) and (7) and be composed of zones in accordance with subsection (9).

(6) The width of the riparian forest buffer shall be a minimum of 100 feet on each side of the water body as measured from the top of the bank. The boundary of the buffer shall follow the natural streambank or shoreline.

(7) Measured within the 100-foot buffer, the following additional distances shall be added to the minimum width of the riparian forest buffer:

a. 10 feet if the average slope is 10-15%,

b. 20 feet if the average slope is 16-17%,

c. 30 feet if the average slope is 18-20%,

d. 50 feet if the average slope is 21-23%,

e. 60 feet if the average slope is 24-25%, or

f. 70 feet if the average slope exceeds 25%.

(8) In the case of the presence of a nontidal wetland or vernal pond wholly or partially within the riparian buffer area, an additional 25 feet shall be added to the width of the riparian forest buffer area for that portion of the buffer area along the wetland, floodplain, or pond.

(9) A new riparian forest buffer or a converted riparian forest buffer shall be composed of zones as follows:

a. Zone 1 shall begin at the top of the streambank or normal pool elevation of a lake, pond, or reservoir and occupy a strip of land 50 feet in width, measured horizontally on a line perpendicular from the top of the streambank or normal pool elevation of a lake, pond, or reservoir. Predominant vegetation must be composed of a variety of native riparian tree species identified in Appendix C.1 of the PA Department of Environmental Protection Guidance Document 394-5600-001, entitled Riparian Forest Buffer Guidance.

b. Zone 2 shall begin at the landward edge of Zone 1 and occupy an additional strip of land a minimum of 50 feet in width, measured horizontally on a line perpendicular from the top of the streambank or normal pool elevation of a lake, pond, or reservoir. Predominant vegetation must be composed of a variety of native riparian trees and small tree/shrub species identified in Appendix C.1 of the PA Department of Environmental Protection Guidance Document, 394-5600-001, entitled Riparian Forest Buffer Guidance.

(10) No earth disturbance, land development, or storing or stockpiling of materials shall occur within the riparian forest buffer area.

(11) In the management of riparian buffers, noxious weeds and invasive species shall be removed or controlled to the greatest extent possible.

(12) Existing, converted, and newly established riparian buffers, including access easements, must be protected in perpetuity through deed description, conservation easement, permit conditions, or any other mechanisms that ensure the long-term functioning and integrity of the riparian buffer.

(13) The riparian buffer shall be designated on the final subdivision and/or land development plan.

Service Request 231650

Record Info

Request ID:	231650	**Request Type:**	Contact City Council
Priority:	3	**Entered By:**	anonymous
Date Submitted:	5/26/2026 6:26:00 PM	**Cross Street:**	
Address:	2190 FARLEY ST Dubuque		



District:

Comments: Say no to data centers that threaten our farm land, habitat, our fixed income residents and our new families. Protect us from wells running dry during droughts. Protect our infrastructure by not competing with data centers. Keep our energy systems efficient and for the people not to improve the technology resources. Even AI can tell you the risk

Private Notes:

Phone Number: 5635645150

Address: 3467 223rd Ave Maquoketa Iowa

Submitter Info

Name:	Mallari, Bobbie L	**Email:**	bobbielona@gmail.com
Address:	2190 Farley Street Dubuque, IA 52001		
Phone #:	563-564-5150	**Extension:**	
Alt. Phone #:	**Extension:**		
Notify:	☐		

Attachments

Water Usage

Many AI facilities rely on water cooling systems.

Potential problems:

- Millions of gallons of water used annually
- Competition with agriculture during droughts
- Stress on wells and aquifers
- Heated wastewater affecting ecosystems

This is especially controversial in farming communities where water availability already fluctuates.

In a decade, water-efficient cooling technologies may improve, but demand growth could still outpace conservation gains if AI expansion continues rapidly.

Land and Environmental Changes

Rural land is attractive because it is cheaper and easier to develop.

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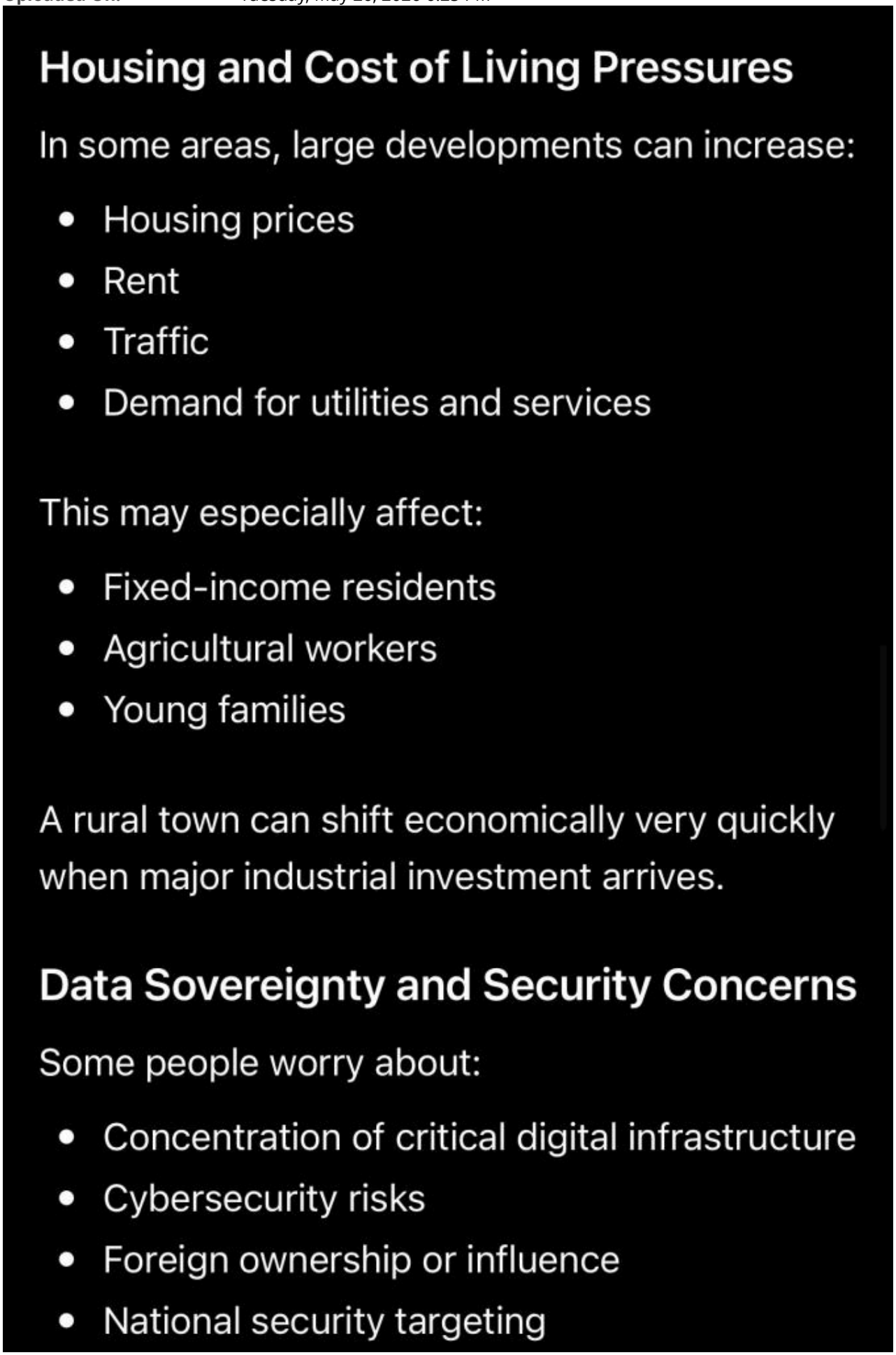

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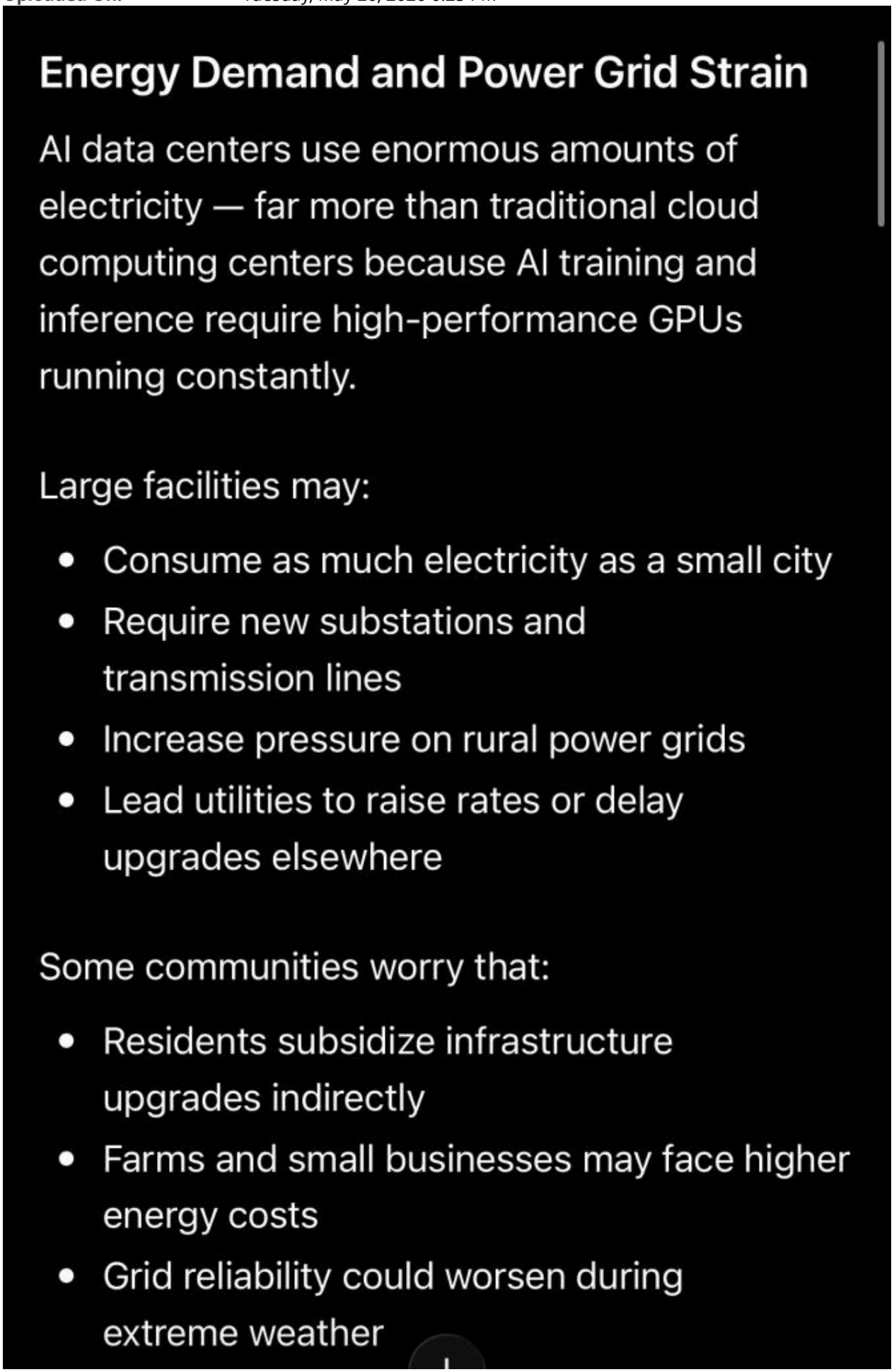
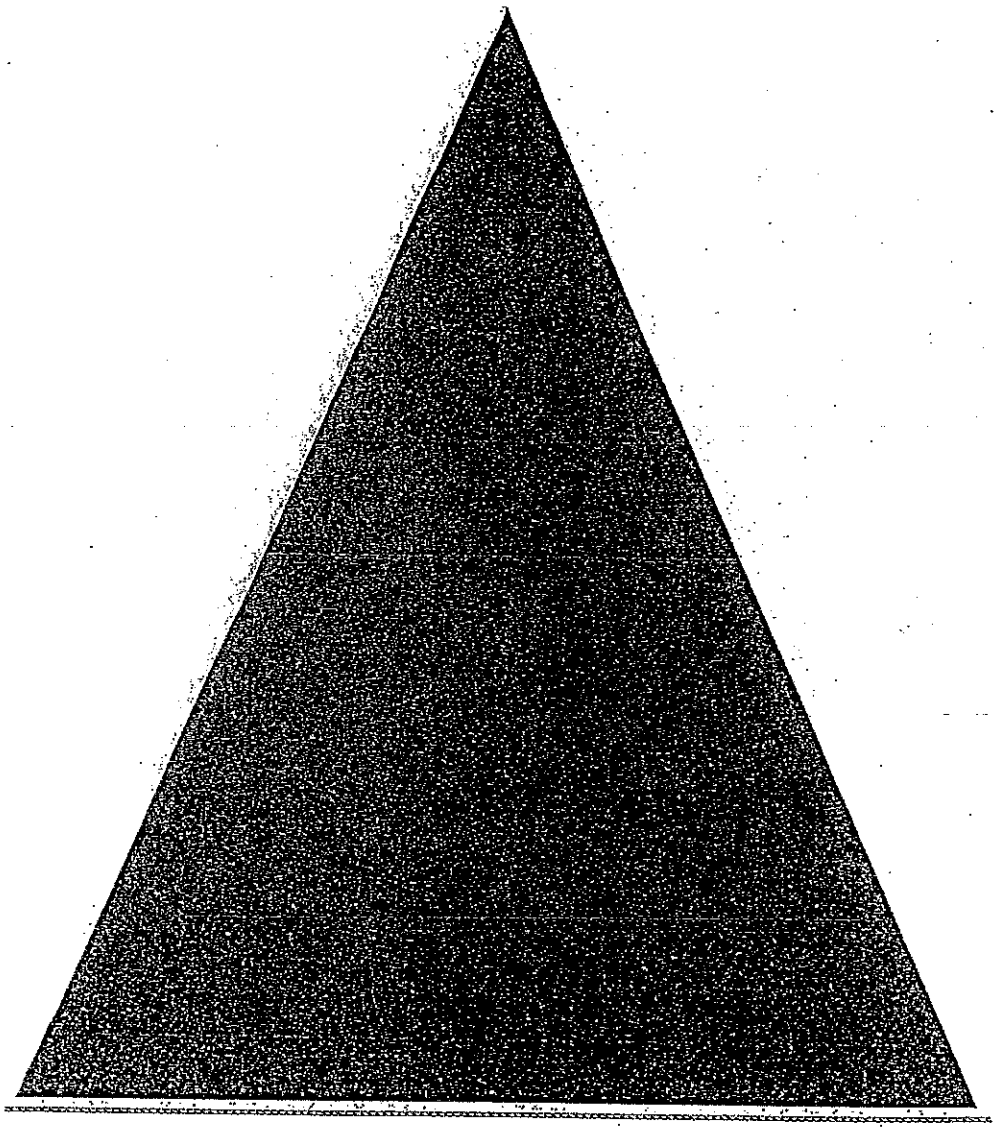


Uploaded On:	Tuesday, May 26, 2026 6:25 PM



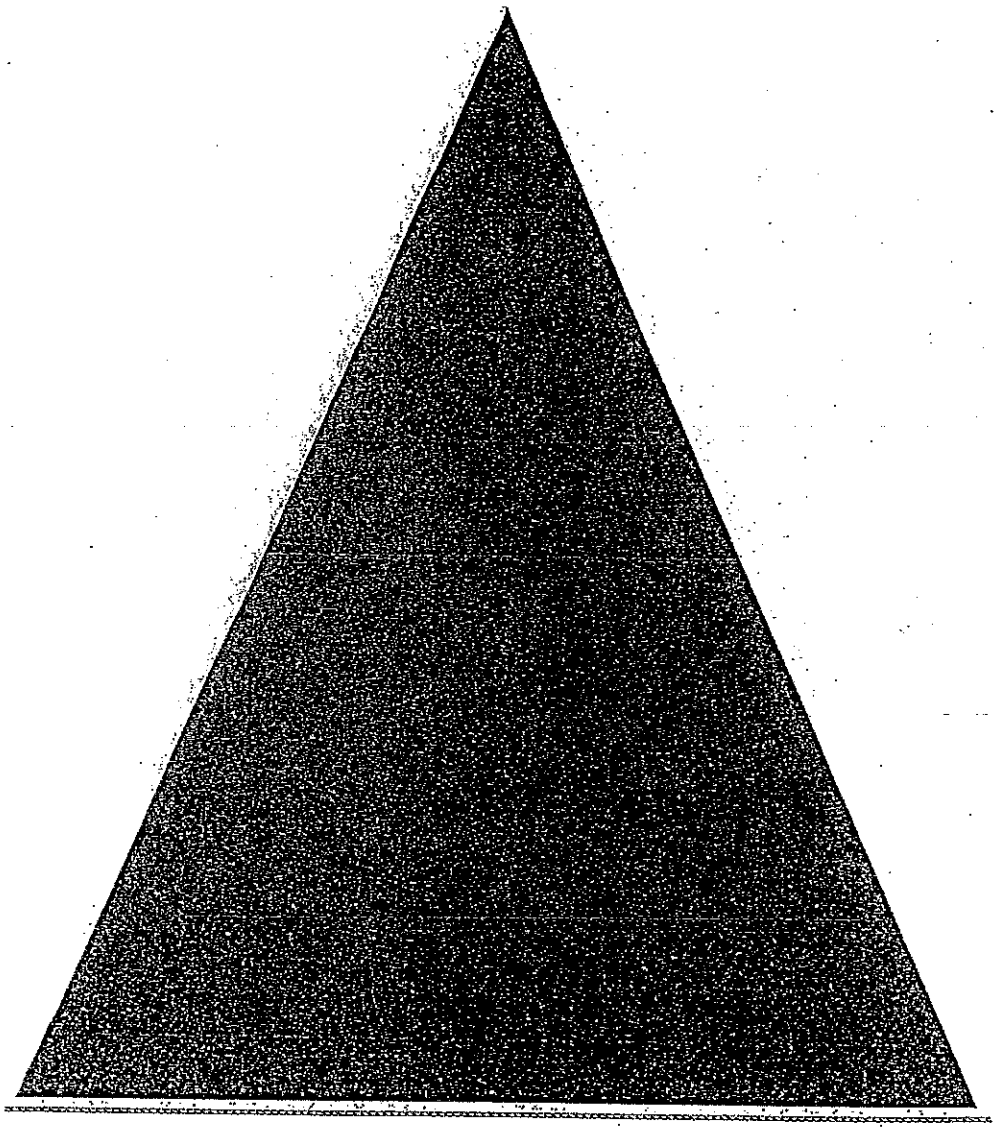
Service Request 231757

Record Info

Request ID:	231757	**Request Type:**	Contact City Council
Priority:	3	**Entered By:**	anonymous
Date Submitted:	5/29/2026 5:49:00 PM	**Cross Street:**	
Address:	Dubuque		
District:			
Comments:	I usually treat Google/internet information with a grain of salt. However, if true that small data centers use between 300,000 to 500,000 gallons of water and large centers between 1,ooopoo to 5,000,000 gallons of water is disturbing. On top of that between 20% to 30% of that water will be sent to the WRRC. The current average use in Dunuque is 7,000,000 gallons each for sewer and water. The rated capacity foe water is 12,400,000 per day and 13,300 000 gallons per day for the WRRC. Ibelieve the city should not be discussing with developers about Data Center requirements and city water/sewer hook ups until a detailed zoning ordinance is passed covering data centers The city has hinted at 7% rate increases for FY2028 and that is without Data Center demand. I do not want tax payers to pay for the potential water/sewer plant expansions because of Data Center demands. I ask the City for 6 month moratorium on Data Centers to fully understand their impacts and develop a zoning ordinance to cover them.		
Private Notes:			
Phone Number:	563-357-7214		
Address:	2925 Burlington Street		

Submitter Info

Name:	Schloz, Clark A	**Email:**	clarkscholz34@gmail.com
Address:	2925 Burlington Dubuque, IA 52001		
Phone #:	563-357-7214	**Extension:**	
Alt. Phone #:	**Extension:**		





Resilient Community Advisory Commission

City of Dubuque, Iowa

City Council, City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

May 31, 2026

Subject: RCAC Recommendations for Preemptive Data Center Policy

Members of the City Council,

After thorough consideration, the Resilient Community Advisory Commission (RCAC) would like to suggest possible actions to preemptively protect the City of Dubuque's interests in the event that a data center firm approaches the city seeking to build a facility and draw on local public resources. We urge the Council to be proactive on this nonpartisan issue, while leverage still belongs to our city.

On May 26, 2026, the Dubuque County Board of Supervisors voted to approve a 12-month moratorium on data center development, halting the acceptance, processing, and approval of all permits and zoning requests within county jurisdiction. [1] City officials have since indicated they intend to develop their own ordinance. [2] The RCAC strongly supports this direction.

The known documented harms of data centers include:

- Substantial water consumption: a medium-sized data center consumes up to 110 million gallons of water per year, the equivalent of roughly 1,000 households. [3]
- Increased electrical grid demand: a Carnegie Mellon University study projects the average U.S. electricity bill will increase by 8% by 2030 as a direct consequence of data center growth. [4]
- Limited job creation: the average data center creates between 50 and 200 permanent operations roles, a remarkably low number for the scale of public resources consumed, and one that rarely reflects local hiring.

Thus, the RCAC recommends the Council adopt a companion moratorium of at least 12 months to pause any data center applications while permanent policy language is developed.

As for a long-term policy, we recommend the Council consider a combination of the following strategies:

1) The policy should be triggered by measurable resource consumption thresholds (electricity load, water volume consumed, noise generated) *regardless* of the label on the project. Facility labels that are highly similar to "Data Centers" in function and resource draw also include: servers, colocation facilities, AI computing center, GPU farms, cryptocurrency mining, and Bitcoin mining.
2) Any proposal should require approval by a public referendum before proceeding.
3) Council should establish a firm no-NDA policy: no city employee or elected official may sign a nondisclosure agreement in connection with any development proposal. In Menomonie, Wisconsin, the city administrator signed an NDA 18 months before the public heard anything about a proposed data center. [5]
4) Council should prohibit tax incentives, abatements, or public subsidies of any kind for these facilities. Virginia has waived an estimated $1.6 billion in data center sales taxes in fiscal year 2025 alone. [6]
5) The proposal should include full infrastructure self-sufficiency: no new municipal water hookups, no uncompensated grid load, no publicly subsidized road or sewer
6) The policy should require community profit sharing: any facility ultimately permitted should be required to provide binding community benefits negotiated in writing before any permit is issued, including a community benefit fund, a utility bill offset contribution compensating residents for any electricity rate increases attributable to the facility, and a per-gallon water extraction fee directed to a resident-administered fund.
7) Any facility should be beholden to an environmental impact assessment. Any subsequent environmental mitigation costs must be paid by the developer, not local government.

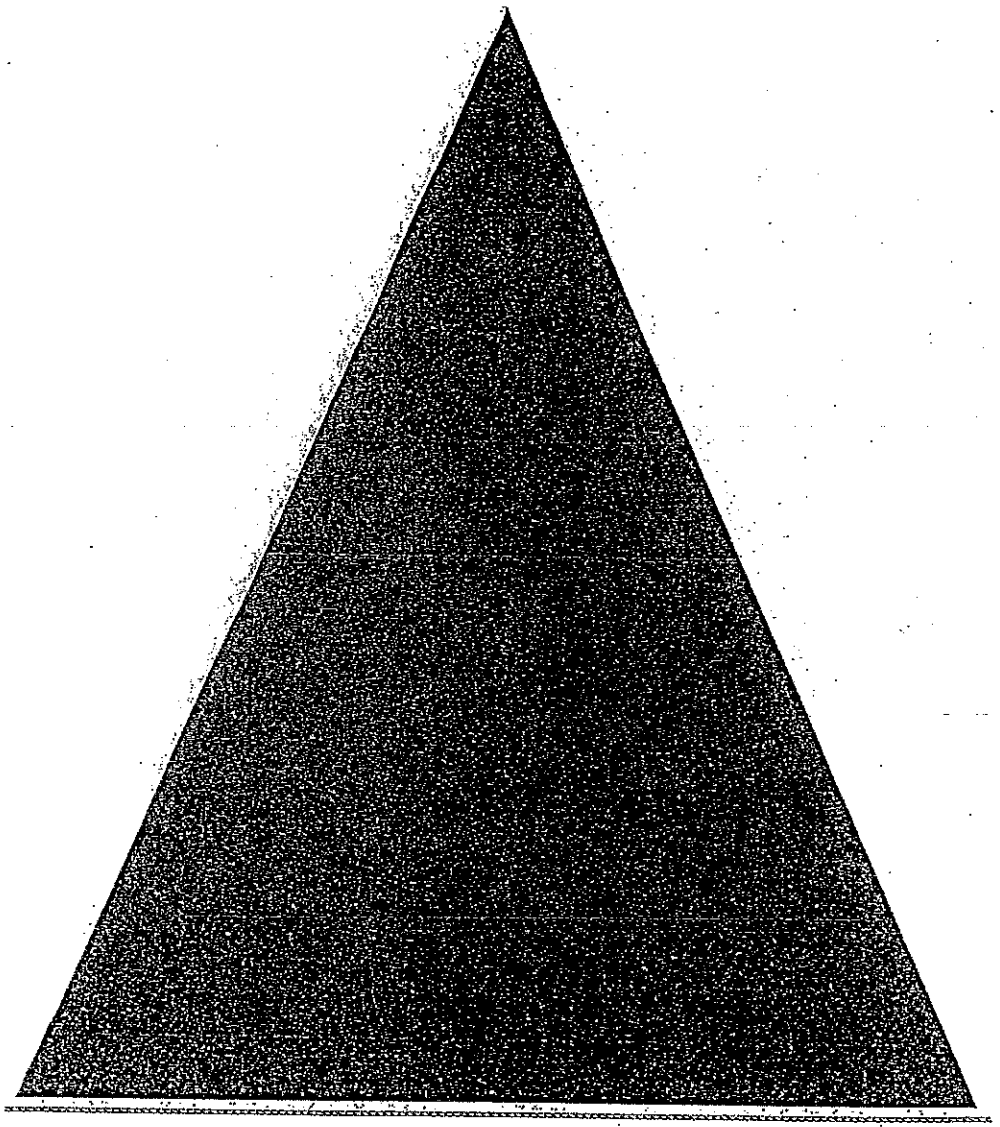
The RCAC appreciates the Council's diligence and encourages its members to give these aggressive and protective recommendations serious and thoughtful consideration while the window to act from a position of strength is open.

Sincerely,

Nolan Bielinski and the Resilient Community Advisory Commission

Citations

[1] KCRG: "Dubuque County passes 12-month moratorium on data centers," May 26, 2026: https://www.kcrg.com/2026/05/26/dubuque-county-passes-12-month-moratorium-data-centers/
[2] KCRG: " Dubuque city leaders to develop a data center ordinance."
May 28, 2026: https://www.kcrg.com/2026/05/28/dubuque-city-leaders-develop-data-center-ordinance/
[3] Fortune: "America's data centers are thirsty. Rural towns are paying the price—from tanked water pressure to stolen desert groundwater." May 13, 2026: https://fortune.com/2026/05/13/data-center-georgia-arizona-water-wars/
[4] Project Censored: "The Hidden Cost of AI: How Data Centers Are Straining Water, Power, and Communities," January 2026: https://www.projectcensored.org/ai-data-centers-water-power-communities/
[5] Reasons to Be Cheerful: "The Small Wisconsin City That Defeated a Giant Data Center," April 2026: https://reasonstobecheerful.world/menomonie-wisconsin-data-center-toolkit/
[6] Brookings Institution: "New evidence on data center employment effects," May 2026: https://www.brookings.edu/articles/new-evidence-on-data-center-employment-effects/



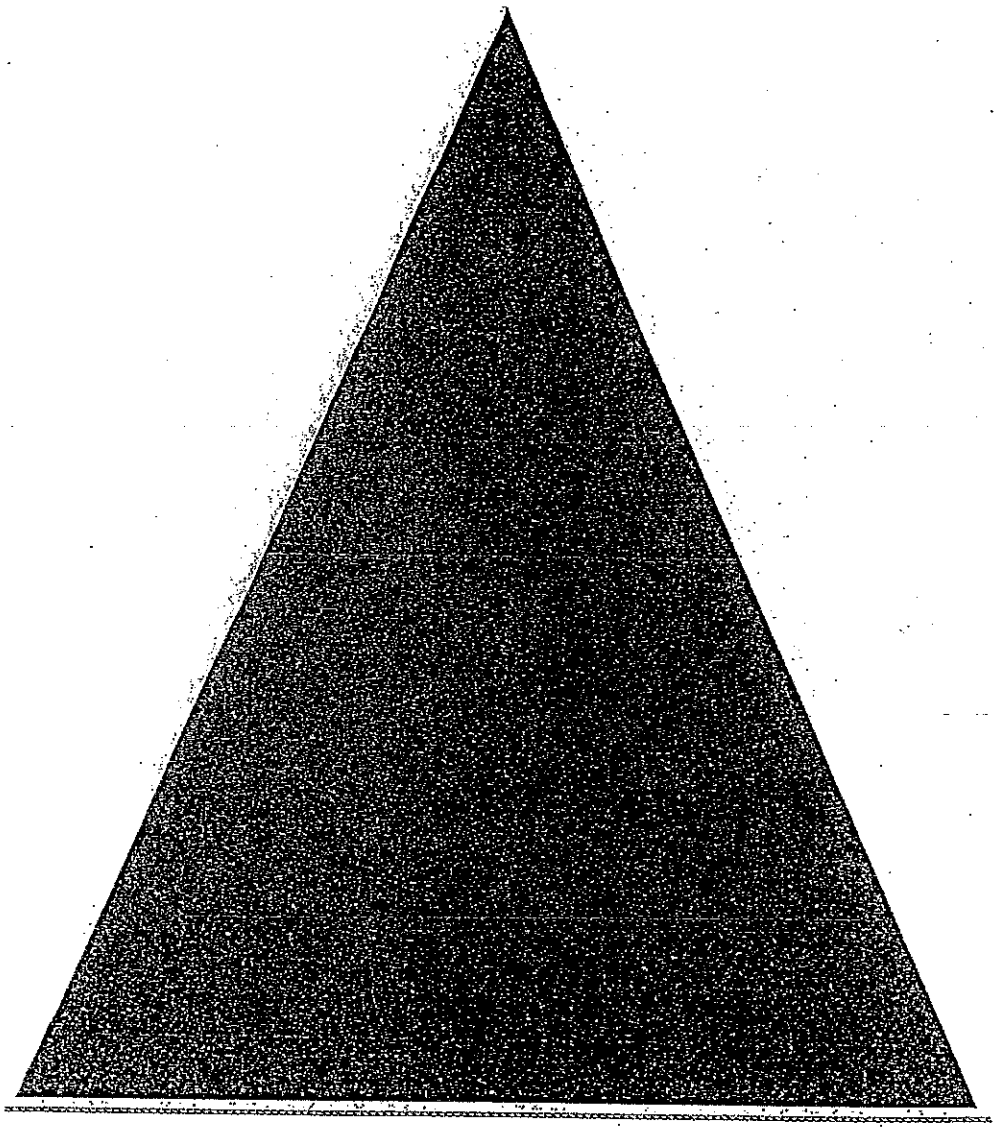
Service Request 231987

Record Info

Request ID:	231987	**Request Type:**	City Manager Service Request_INTERNAL ONLY
Priority:	1	**Entered By:**	anonymous
Date Submitted:	6/8/2026 5:59:00 PM	**Cross Street:**	
Address:	Dubuque		
District:			
Comments:	I want to address the entire city council in regards to the Data Center controversy. I and a lot of people that I have conversed and attended meetings with are against any Data Centers in Dubuque or the surrounding cities. I feel that there is not enough information and a lot of adverse affects showing up from the data centers that have already been built. People that live around them are getting sick and their water in getting polluted not to mention the tremendous amount of water and electricity that they require. We are a farming community and have you looked into the affects that this will have on a farmers raising crops and livestock? Will there be any contamination from these centers. They say they will employ a large amount of workers but for how long and how much will they pay? Have you investigated other communities and see the affects on them? Is this going to be another ploy like IBM where we give them so much money in incentives and then they turn around and leave. Will they be required to sign a contract as to how long they will stay here and how many employee's they will retain and at what wage? I am also concerned that when they decide to leave which they will who is going to be responsible for cleaning up there site? I hope this moratorium has given you all time to look into this thoroughly before you vote on it. I for one am in favor of no data centers in Dubuque or the surrounding area's .		
Private Notes:			
Was resident contacted:	Yes		
How was resident contacted:	Email		
Summary of resident response:	Donna, Thank you for sharing your input on data centers with the city council. I am emailing to provide you with a link to the June 11 announcement regarding the City's plan to gather input and the estimated timeline for this process. You can see that announcement at: https://cityofdubuque.org/CivicSend/ViewMessage/message/292686 The input you shared has been received and you will receive an email when the details on additional input opportunities are finalized, in case you would like to participate in those opportunities as well. Sincerely, Randy		

Submitter Info

Name:	Hayes, Donna R	**Email:**	hayes4339@aol.com
Address:	3275 Pennsylvania Ave. Apt 215 Dubuque, IA 52001		
Phone #:	563-599-2426	**Extension:**	
Alt. Phone #:	**Extension:**		
Notify:	☐		



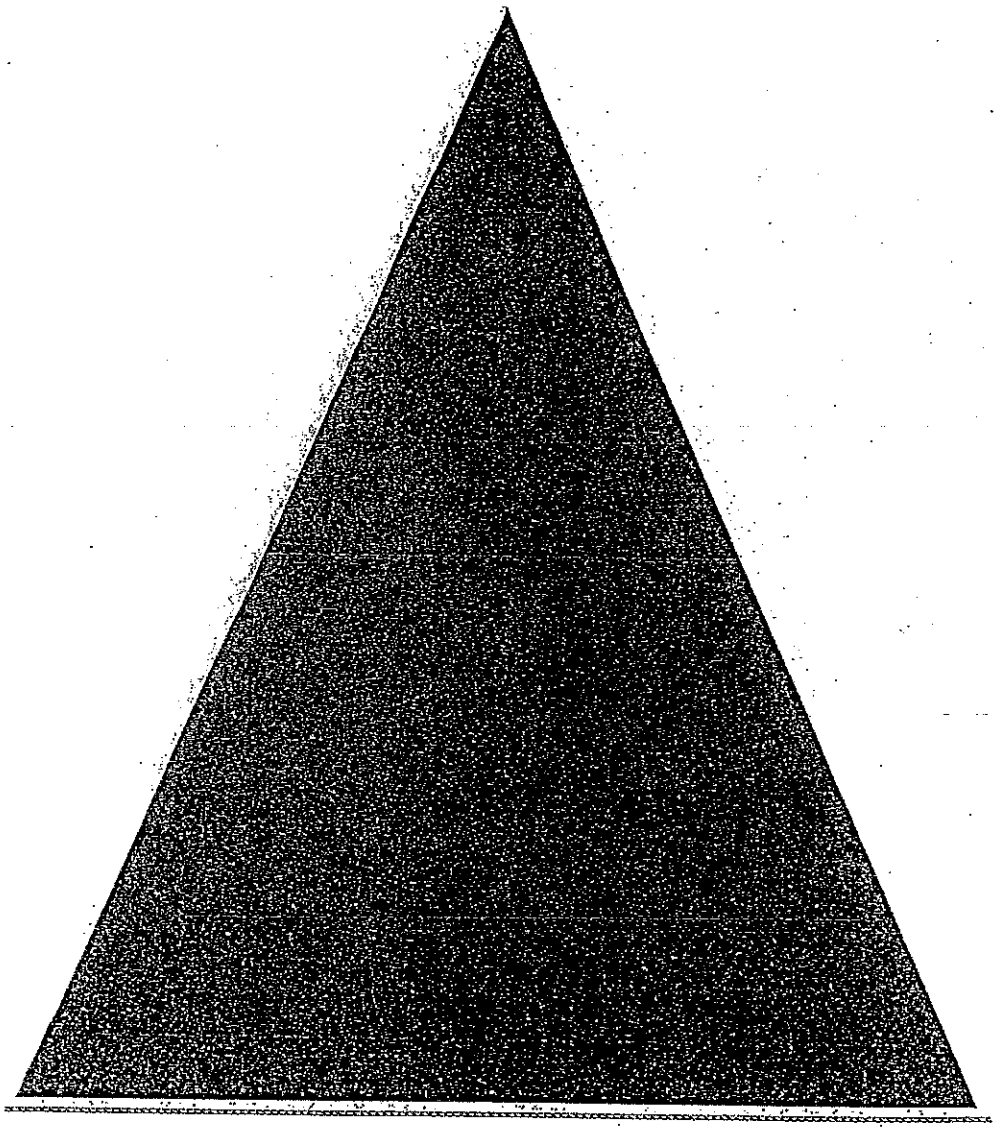
Service Request 232103

Record Info

Request ID:	232103	**Request Type:**	City Manager Service Request_INTERNAL ONLY
Priority:	1	**Entered By:**	anonymous
Date Submitted:	6/11/2026 12:15:00 PM	**Cross Street:**	
Address:	1075 W 3RD ST Dubuque		
District:			
Comments:	Regarding data center regulations and considerations I want to urge you to please so no to any kind of data center in the Dubuque county. We don't need this, we're doing just fine without it. We don't understand the long term affects of this. Please do not entertain this idea. Please observe how other areas that have allowed data centers will be affected over the course of years before we reconsider this. It should be put on hold for 5 years minimum. I believe it should be finalized as an absolutely not ever, but I also realize that may not be agreeable. Please place hold on any regulations or agreements or policies for contractors to bid or whatever these data centers come to us with, for at least 5 years to observe how others will be affected.		
Private Notes:			
Was resident contacted:	Yes		
How was resident contacted:	Email		
Summary of resident response:	Thank you for sharing your input on data centers with the city council. I am emailing to provide you with a link to the June 11 announcement regarding the City's plan to gather input and the estimated timeline for this process. You can see that announcement at: https://cityofdubuque.org/CivicSend/ViewMessage/message/292686 The input you shared has been received and you will receive an email when the details on additional input opportunities are finalized, in case you would like to participate in those opportunities as well.		

Submitter Info

Name:	Ruzicka, Taylor	**Email:**	taylorthen@gmail.com
Address:	1075 w 3rd st Dubuque, IA 52001		
Phone #:	641-529-1292	**Extension:**	
Alt. Phone #:	**Extension:**		
Notify:	☐		



Service Request 232104

Record Info

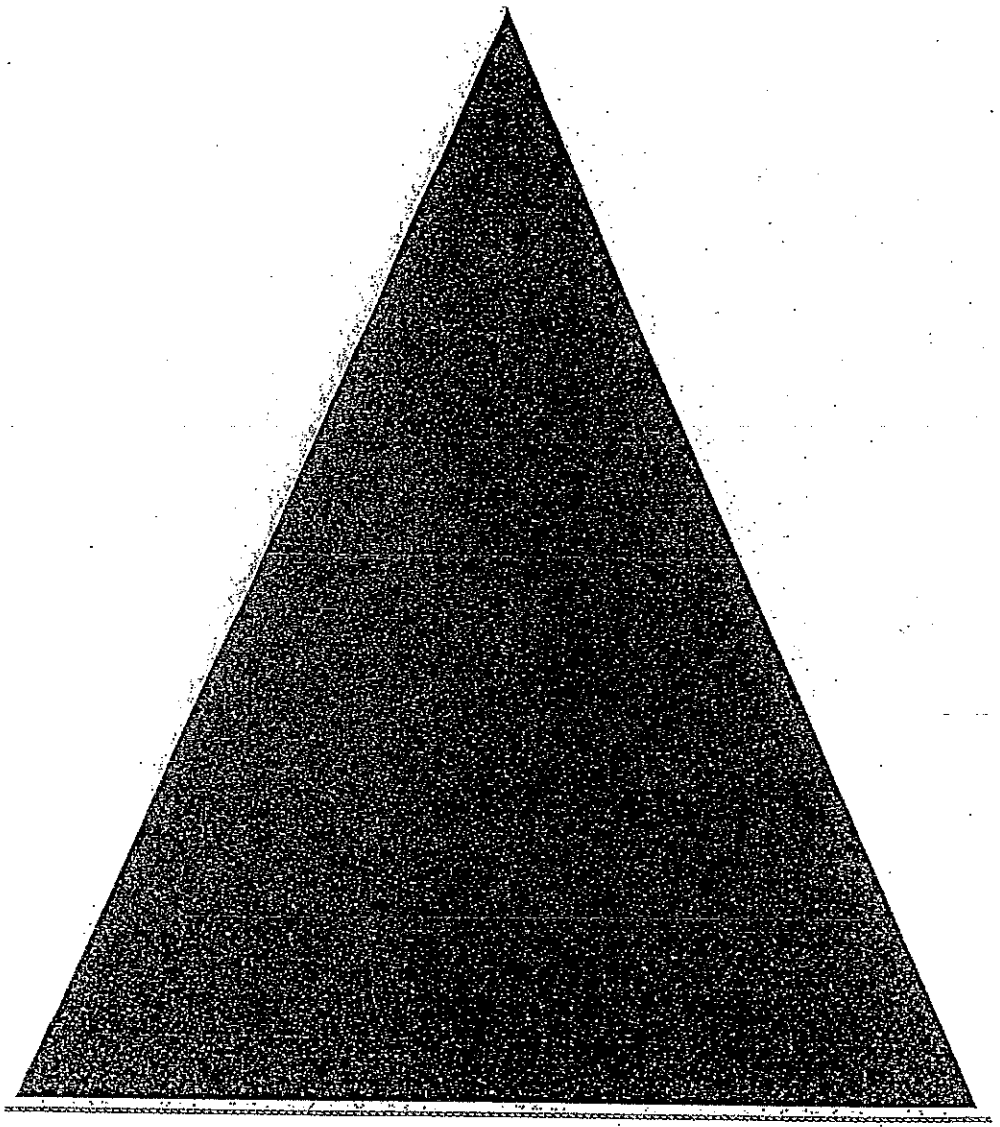
Request ID:	232104	**Request Type:**	City Manager Service Request_INTERNAL ONLY
Priority:	1	**Entered By:**	anonymous
Date Submitted:	6/11/2026 12:34:00 PM	**Cross Street:**	
Address:	1420 CENTRAL AVE Dubuque		
District:			
Comments:	I am concerned that we as a community allowed a manufacturer with ties to the city since the Civil War go somewhere else while courting an industry that has no proven track record. According to the AI overlords at Google, typically these outfits would create 50 to 150 jobs, until AI itself downsizes the workforce. We have continued to put money into projects that have failed (please see the airport), taxes have risen, and services have not expanded in a meaningful way. Citizens pay more and are responsible for more costs while we have received "pocket" green spaces and upscale tourist areas. Working class people either cannot afford these things or don't need them. Stable employers create jobs and citizens who spend that money in the local economy while Casinos and deals like we had with the tech company IBM soured when their tax rebates ran out. Any movement on this issue should be done with complete transparency and a real cost/benefit analysis. Moreover, done in plain speech outside of closed meetings and put to a public vote. I'm no hippie, but If this is such a great stable business opportunity surely the growth will keep it a viable industry for many years. This reminds me a bit all of the subsidized industries that turned out to be more of a "pump and dump" stock swindle where taxpayers lost. Why is this urgent if it's so great?		
Private Notes:			
Was resident contacted:	Yes		
How was resident contacted:	Email		
Summary of resident response:	Hi, Brian. Thank you for sharing your input on data centers with the city council. I am emailing to provide you with a link to the June 11 announcement regarding the City's plan to gather input and the estimated timeline for this process. You can see that announcement at: https://cityofdubuque.org/CivicSend/ViewMessage/message/292686 The input you shared has been received and you will receive an email when the details on additional input opportunities are finalized, in case you would like to participate in those opportunities as well. Sincerely, Randy		

Submitter Info

Name:	Gomoll, Brian S	**Email:**	Brians.Gomoll@gmail.com
Address:	1760 Adair Dubuque, IA 52001		
Phone #:	**Extension:**		
Alt. Phone #:	**Extension:**		
Notify:	☑		

Activity List

Date:	6/11/2026 12:34:00 PM



Adrienne Breitfelder

From: Brittany M <muntzbrittany@gmail.com>
Date: June 11, 2026 at 7:36:54 PM MDT
To: Katy Wethal <Kwethal@cityofdubuque.org>, Brad Cavanagh <Bcavanagh@cityofdubuque.org>, "David T. Resnick" <dresnick@cityofdubuque.org>, Chris Staver <cstaver@cityofdubuque.org>, Tyson Leyendecker <tleyendecker@cityofdubuque.org>, Laura Roussell <Lroussell@cityofdubuque.org>, Danny Sprank <Dsprank@cityofdubuque.org>
Subject: Data Center Perspective

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Dear City Council Members,

It's my understanding that Dubuque is currently in a research and discovery phase as it relates to data centers I think it's important to share my perspective as a resident early in the process. While I know these facilities are often framed as quiet, low-impact tech projects, the more I look into the reality of how they operate, the more concerned I am about the heavy industrial footprint they leave behind.

If we are looking at this long-term, there are a few major risks to our health, resources, and wallets that I really hope our local leadership will consider:

- Air Quality & Local Health: While they run on electricity, data centers require dozens of massive diesel backup generators for testing and emergencies. According to a landmark study by the Environmental Health Project, the localized fine particulate matter (PM2.5) from this rapid expansion is projected to contribute to 600,000 asthma cases and 1,300 premature deaths annually by 2028. We can't afford to compromise our local air quality.
- Massive Strain on Public Water: A single large data center can consume up to 5 million gallons of water every single day just to keep their servers from overheating. The U.S. Environmental Protection Agency (EPA) has highlighted major concerns regarding how this strains local municipal drinking water and aquifers, not to mention the chemical biocides and thermal pollution left in the water they discharge back into the system.
- 24/7 Noise Pollution: The massive industrial cooling fans and rooftop HVAC chillers run constantly. Reports compiled by the World

Resources Institute (WRI) show that residents in communities with existing data center hubs suffer from chronic sleep disruption, headaches, and anxiety due to the unceasing, low-frequency hum that easily cuts through residential walls.

- Spiked Utility Bills for Residents: These facilities pull an unbelievable amount of power from the grid. Research from the Lawrence Berkeley National Laboratory shows that the massive infrastructure upgrades required to support these hubs are frequently passed directly down to local families, leading to higher monthly electricity rates for regular households.

Just look at the people and what they are having to go through in these other areas—I would hate for it to be our city. Below are some examples of real lawsuits underway right now because communities are being forced to fight back after these facilities move in:

- The Noise Nuisance Class-Action (*Haley v. xAI*, June 2026): A massive class-action lawsuit representing over 10,000 residents was just filed in federal court against a data center hub on the Tennessee-Mississippi border.Neighbors describe the 24/7 low-frequency roar of the cooling systems as sounding like a permanent "jet engine" that rattles floorboards, causes tinnitus, destroys sleep, and has completely tanked their property values.
  KSST Radio

- The Clean Air Act Emergency Injunction (*NAACP v. xAI*, 2026): Community groups were forced to take a tech company to federal court after they rushed construction and installed dozens of massive, unpermitted power turbines to feed a data center cluster. The lawsuit aims to halt operations due to illegal amounts of smog-forming nitrogen oxides and cancer-causing formaldehyde being pumped directly into neighboring communities.
  Earthjustice

- The City Council Oversight Overturn (*MCEA v. City of Faribault*, June 2026): The Minnesota Court of Appeals officially stepped in and blocked a proposed data center because the local city council failed to take a "hard look" at the environmental impacts. The court ruled that the city did not adequately study the immense strain the data center would place on local water resources and the public energy grid before approving it.

Some additional information related to folks concerned about data centers in their local communities-
https://www.brockovichdatacenter.com/community-stats.html

Our local water security, public health, and peace and quiet are incredibly valuable, and I don't think we should risk them for this type of development.

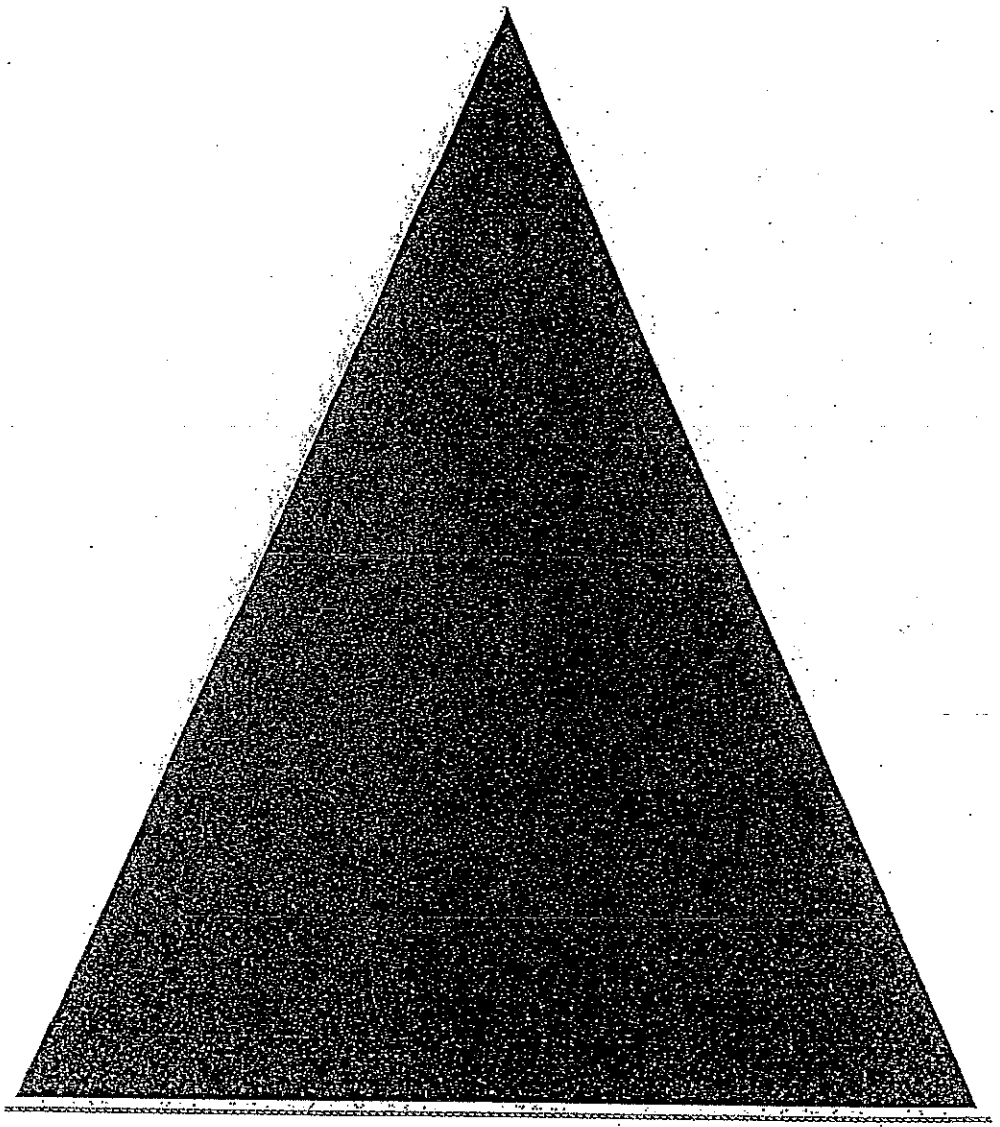
Thank you so much for your time during this discovery phase, and for keeping an open dialogue.

I’d love to hear your position and how comfortable you are with the topic?

Thank you,

Brittany Krapfl

Sent from my iPhone



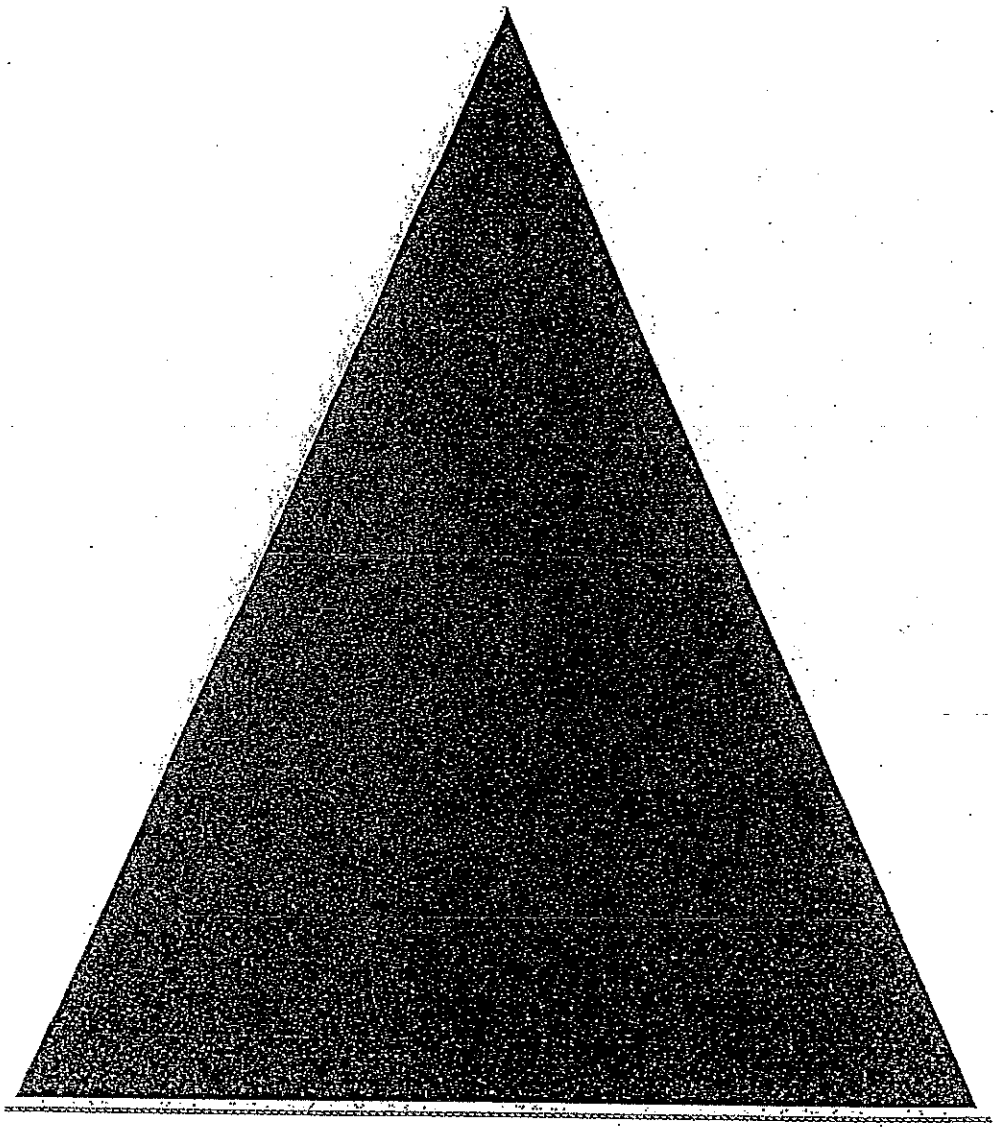
Dubuque, IA

Activity was posted on service request ID 232123.

Activity Details	
Date/Time	6/11/2026 8:34 PM
User	R_rich_r@yahoo.com
Comments	Re Data Center requirements…I'm not sure if I favor or oppose data centers, but I suggest that they be required to go through the special use permit process of the Unified Development Code.

Service Request Details	
ID	232123
Date/Time	6/11/2026 8:32 PM
Type	Contact City Council
Address	2045 Embassy W Dr, Dubuque
Comments	Data Center Zoning

View in QAlert



Adrienne Breitfelder

From: David Mohr <danddmohr@gmail.com>
Date: June 12, 2026 at 11:30:02 AM MDT
To: Katy Wethal <Kwethal@cityofdubuque.org>
Subject: Penn State: Data Centers - A Guide to Common Questions

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

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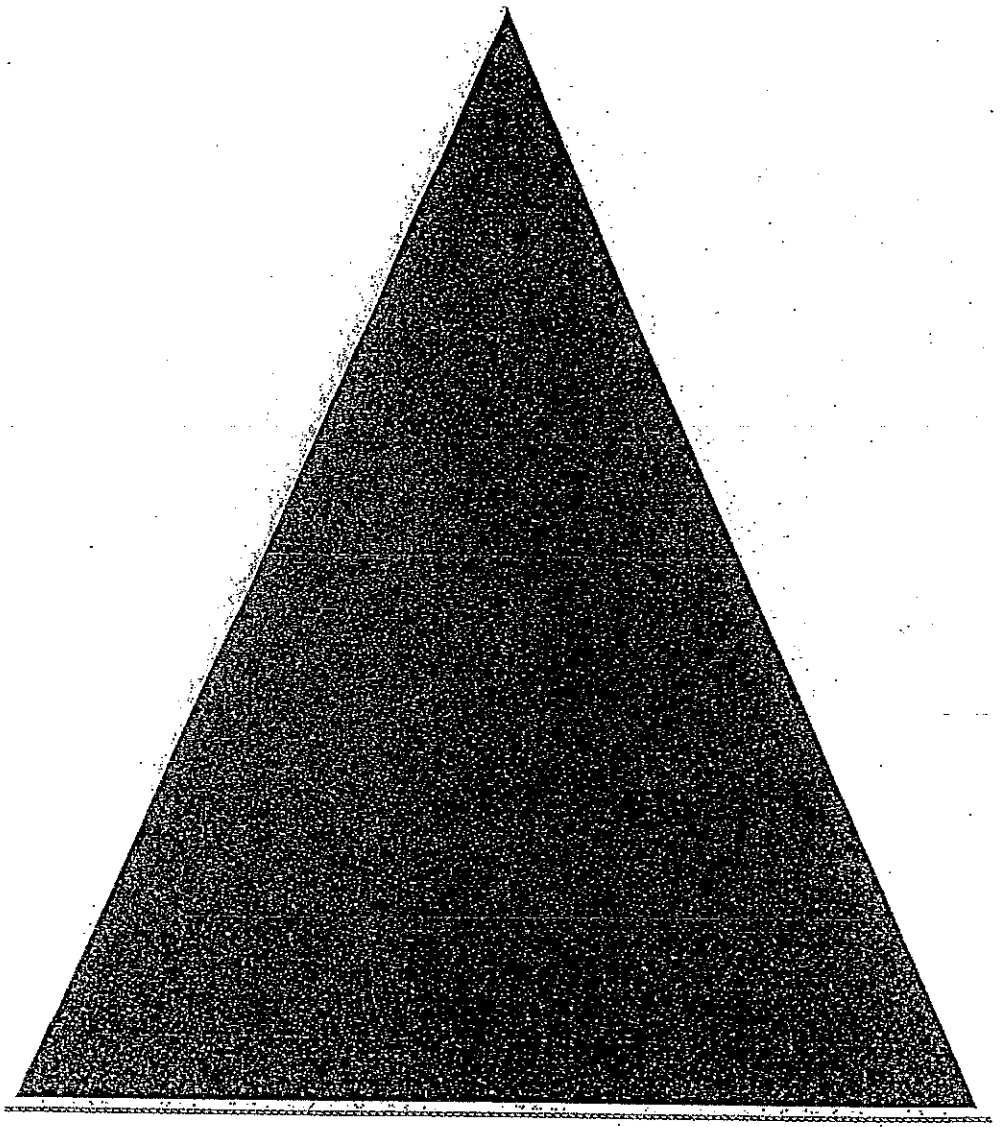
https://extension.psu.edu/data-centers-a-guide-to-common-questions

Hi Katy
I'm Diane Mohr and I live in Peosta, but I believe you know my son Matthew and daughter-in-law Jennifer Mohr. I saw you at the data center meeting the other night at Happy's but didn't get a chance to speak with you. Our youngest son, Nathan, lives on Laudeville Road right across the road from this potential data center and also now that Peosta might be the next location on the radar, my husband Dave and I have been fully engaged.

I was going to send this directly to the entire city council but thought you might be a better choice since I don't live in Dubuque. The link above would help the city I believe with its own ordinance, very thorough. I also sent it to the Peosta City Council for review as well. Thank you!

Diane Mohr
161 Solomia Court
Peosta, IA 52068



Trish Gleason

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Friday, June 12, 2026 11:55 AM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #232144] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	232144
Date/Time	6/12/2026 11:55 AM
Type	Contact City Council
Address	4432 SICKLE LN, Dubuque
Origin	Website
Comments	I'd like to provide some input to the Data Center conversation. Please see attached. Thanks.
Submitter	Turner, David A 4432 Sickle Lane Dubuque, IA 52002 443-685-4455 TURNERDA@LIVE.COM WRITTEN PUBLIC COMMENT Submitted to the Dubuque City Council.pdf

View in QAlert

Dubuque, IA

WRITTEN PUBLIC COMMENT Submitted to the Dubuque City Council

Re: Proposed Data Center Ordinance

Mayor Cavanagh and Members of the Council:

I appreciate the city's commitment to seeking public input before drafting this ordinance. That instinct is correct. A developer has already approached landowners near the airport. The clock is running, and the rules you write in the next few weeks will govern decisions that outlast all of us.

I want to offer both a framework and specific language for your consideration.

The Core Principle

The ordinance should flip the default equation: the developer absorbs the costs; the community captures the benefits. Too many communities have gotten this backwards; handing over tax abatements, water access, and grid capacity while receiving a ribbon-cutting photo and 30 permanent jobs in return.

Dubuque can do better. Iowa already gives data center developers a generous state-level sales tax exemption on equipment. That is a substantial gift. The city does not owe an additional decades-long property tax abatement on top of it. What the city owes its residents is an ordinance with teeth.

Recommended Ordinance Provisions

I. Zoning & Siting

- Data centers permitted only in designated industrial or heavy commercial zones
- Minimum 200-foot setback from any residential property line; 300 feet recommended given Dubuque's neighborhood density
- No conversion of agricultural land for data center purposes, including through annexation
- Special Use Permit required for all data center development; no approvals granted by right under general zoning

II. Noise

- Hard cap of 55 decibels at the property line during daytime; 45 dB between 10 PM and 7 AM
- Both A-weighted and C-weighted testing required. A-weighting captures high-pitched fan noise; C-weighting captures low-frequency hum that travels through walls. Most ordinances require only one. Both matter to neighbors.
- Independent noise study required before site plan approval; second post-construction study required before occupancy permit is issued
- Violations trigger automatic daily fines, not warnings

III. Water

- Independent water impact study required before any permit is issued; developer-funded, third-party verified
- Hard daily water draw cap written as a permit condition, not a guideline
- Air-cooled or low-water cooling technology preferred; water-intensive systems require additional review and mitigation fees
- Developer funds all municipal water infrastructure upgrades required to serve the facility; not ratepayers
- No private wells drilled for cooling purposes

IV. Energy & Grid

- Developer must demonstrate sufficient electrical capacity exists before permits are issued
- All grid upgrades required by the facility are developer-funded
- Minimum 50% renewable energy sourcing required, with a defined path to 100%
- Backup generators must meet EPA Tier 4 emission standards

V. Community Benefit Agreement Required for any facility exceeding 50,000 square feet or 20 MW capacity.

The CBA must be:

- Fully public; no NDAs, no confidential annexes
- Executed before any permits are issued

The CBA must include:

- Annual payments into a dedicated community fund for schools, roads, and emergency services
- Local hiring preference for construction contracts, minimum 30%
- Living wage floor for all permanent positions
- Revenue-sharing that automatically scales when facility capacity expands; and they always expand

VI. Transparency & Enforcement

- Annual public reporting on actual water use, energy use, and noise levels; third-party verified, not self-reported
- City retains right to audit at any time without prior notice
- Fines of $10,000 to $50,000 per day for material violations
- Permit revocation available as a remedy for chronic or willful violations
- No NDA on any city-developer communication related to permitting

VII. Expansion Triggers: A facility that expands from 50 MW to 200 MW under the same permit is a fundamentally different operation. The ordinance should require automatic re-review and new CBA negotiation when capacity crosses defined

thresholds. This is the clause most developers will push back on hardest. That alone tells you how important it is.

A Note on Language

Vague ordinances are losing ordinances. Phrases like "adequate mitigation" or "reasonable noise levels" without specific numbers attached give developers and their attorneys room to maneuver. Every provision should carry a measurable standard and a defined consequence for missing it. Where the council is tempted to use the word "reasonable," insert a number instead.

Additionally, the ordinance should limit administrative waiver authority. Major variances should require full council approval and public notice; not a staff-level decision made outside public view.

On the Moratorium

Council Member Wethal is right. The city should formally adopt a moratorium until this ordinance is fully enacted. No pre-application meetings, no utility agreements, no informal commitments to any developer until the rules are in place. The county did it. Peosta is moving. Closing that gap removes any ambiguity about where Dubuque stands and establishes public confidence in the process before it begins.

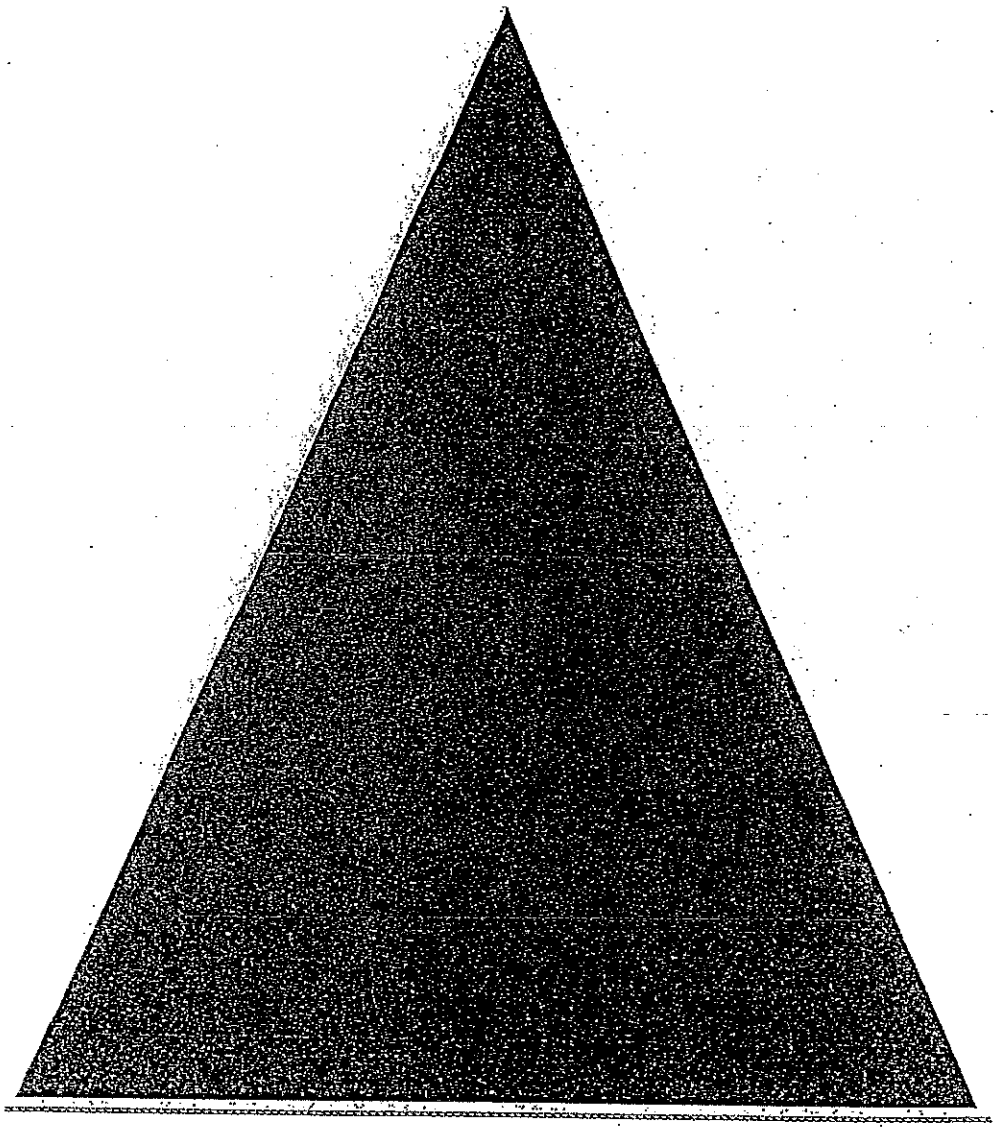
Closing

Five hundred people showed up to the county zoning meeting. They weren't carrying pitchforks; they were asking who pays and who benefits. The public input sessions you've announced are the right venue to answer that question. I encourage every resident to participate.

The city has a rare window to get this right before any deal is on the table. Use it.

Respectfully submitted,

Dave Turner Dubuque Resident 4432 Sickle Lane, Dubuque, IA 52002 (443) 685-4455



Adrienne Breitfelder

From: Andrea Galliger <agalliger@gmail.com>
Date: June 13, 2026 at 6:20:12 AM MDT
To: Brad Cavanagh <Bcavanagh@cityofdubuque.org>, Chris Staver <cstaver@cityofdubuque.org>, "David T. Resnick" <dresnick@cityofdubuque.org>, Tyson Leyendecker <tleyendecker@cityofdubuque.org>, Laura Roussell <Lroussell@cityofdubuque.org>, Danny Sprank <Dsprank@cityofdubuque.org>, Katy Wethal <Kwethal@cityofdubuque.org>
Subject: No Data Centers in Dubuque

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

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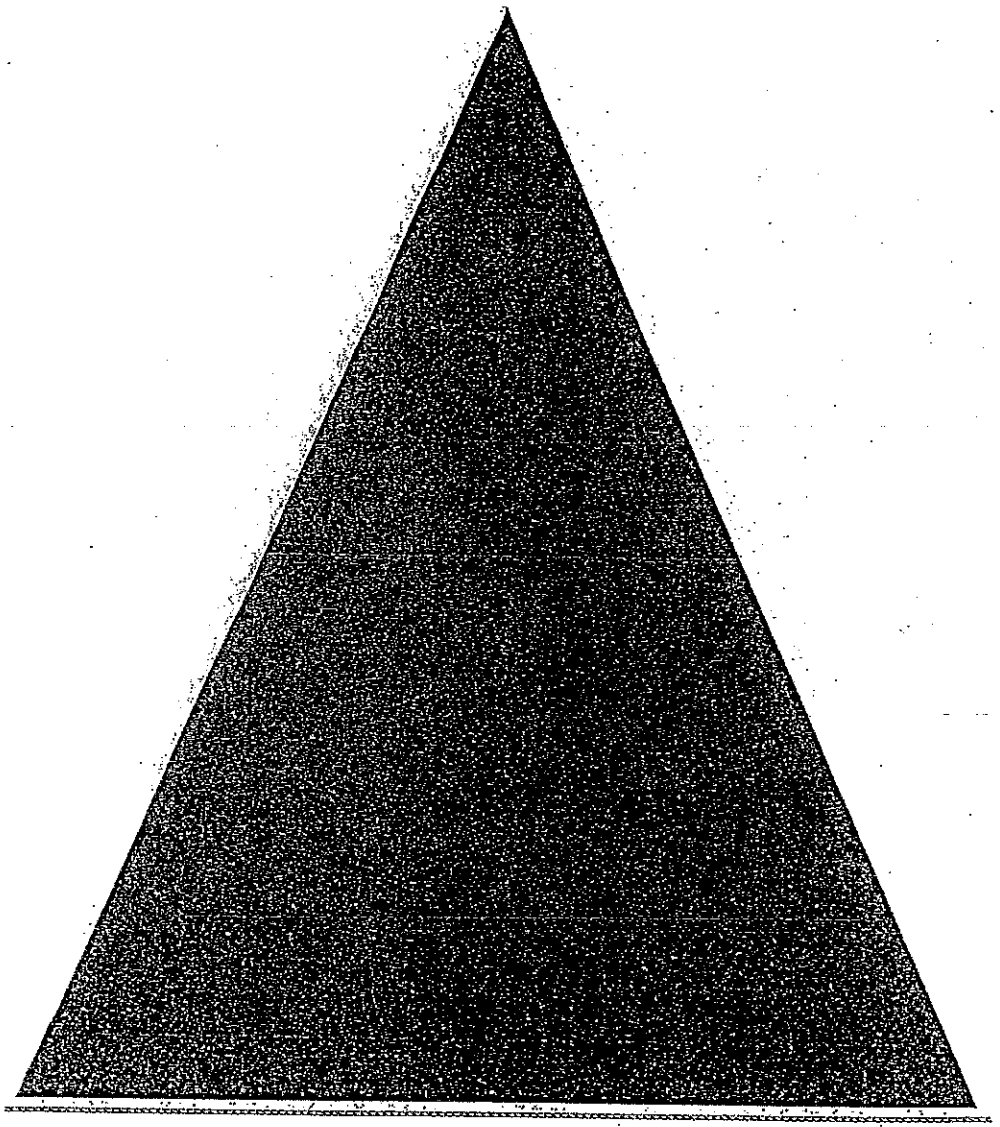
Good morning,

I am a current resident of Dubuque, Iowa and I am contacting you to ask that you please prohibit any data centers in Dubuque. Data centers are hard on the environment, and use resources your voters need to survive. Using those resources not only limits the amount left for the people who live here but also drives up demand and if it comes down to who can afford more water, the people will never win against data centers. They are unnecessary and harmful to our community.

Thanks for your time,

Andrea Galliger



Trish Gleason

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Saturday, June 13, 2026 3:20 PM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #232179] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	232179
Date/Time	6/13/2026 3:20 PM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	Here's my input on data centers (from City of Dubuque Government post on Facebook, looking for input, which included this link to message all City Council members): There should be differentiation in any ordinance - describing that it applies to the type of large-scale centers that are dedicated to serving a wide geography or global customers with data processing. Ordinance should probably include some specifics and thresholds (for example, a maximum number of square feet and/or percentage of floor space used to hold data processing equipment; metrics for maximum electricity usage; metrics for maximum water usage, etc.). For smaller-scale data centers: for instance in the basement (or a small portion) of a common-sized building, it would probably not be necessary to have any new rules or ordinance, since those installations would not be likely to be

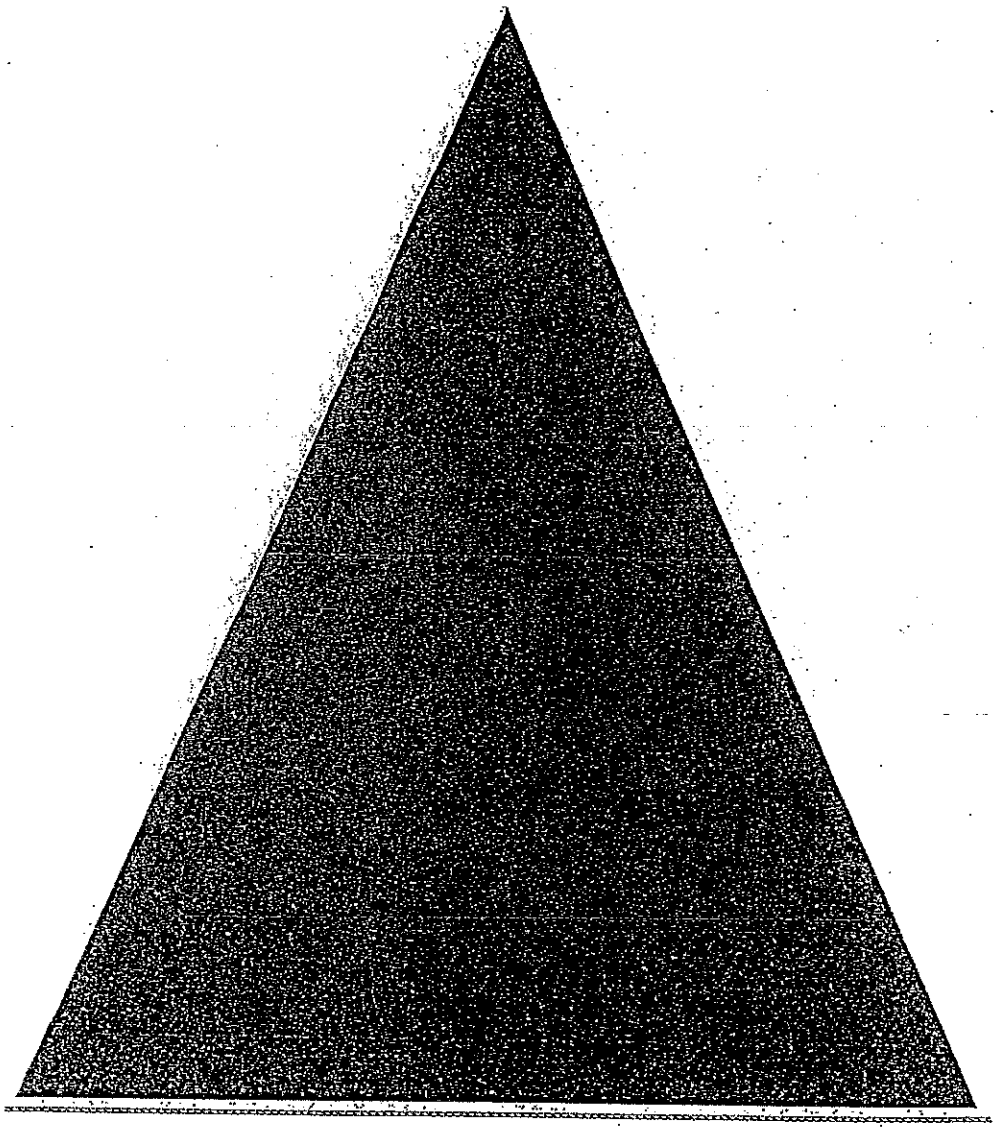
deemed harmful to others in the community.

Perhaps the ordinance against large data centers could be reviewed, re-evaluated, and/or updated every 5, 10 or 15 years - but not more frequently. Otherwise, you may all be worrying too much and too continuously about this!

Submitter Matel, Mark
2059 Golden Eagle Dr.
Dubuque, IA 52001
414-367-4233
efficienthome6@gmail.com

View in QAlert

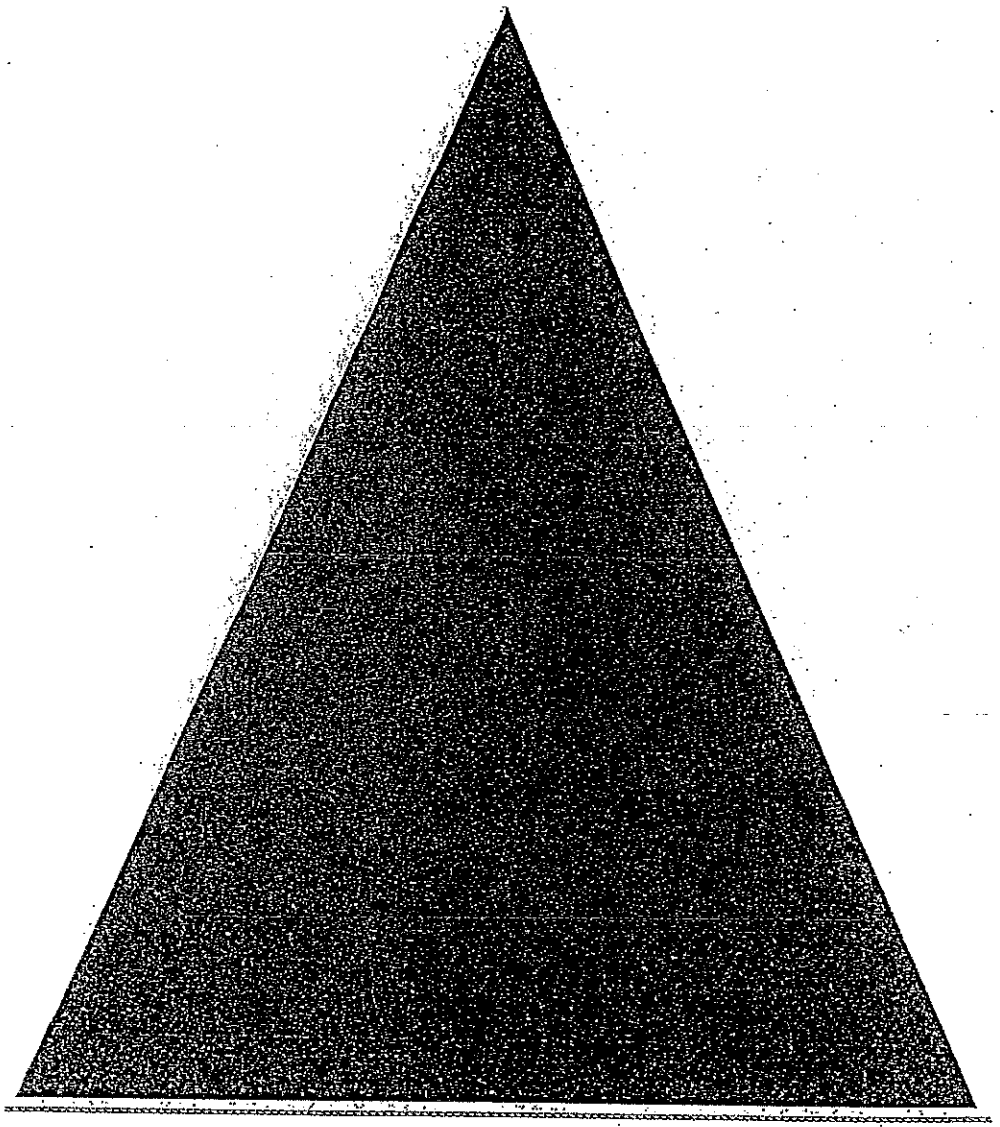
Dubuque, IA



Service Request Details	
ID	232201
Date/Time	6/15/2026 10:33 AM
Type	City Manager Service Request_INTERNAL ONLY
Address	Dubuque
Comments	From: eszaccaro@aol.com Date: June 12, 2026 at 12:48:55 PM MDT Subject: Data Centers There are predictions that data center energy usage will drive up the cost of electricity for all of us. Water shortages are also a big concern. But there is another very disturbing aspect to data centers that has not received as much press as water and energy usage. Loudoun County, Virginia, is home to more data centers than anywhere else in the world.....250+ data centers in a 30-square mile area...in one county!!! When you hear what has happened there, it might make the current talk of moratoriums in Dubuque County and the city seem more sensible. The problem is emissions. So what emissions might this be referring to--we don't see smokestacks on data centers. Here's the issue: In Northern Virginia alone, there are over 9,000 backup generators that supply emergency power to data centers, the vast majority of which run on diesel fuel....which of course emit toxins.

They are run to back up the grid, but, sometimes when the grid is overloaded, thousands of these diesel generators fire up. Also, they do testing every month which means firing up the generators--which subject neighbors to pollution. This aspect to data centers should have been discussed and dealt with before hundreds were built. Make no mistake about it, these generators are harmful to the health of surrounding communities.

Ed Zaccaro



Trish Gleason

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Monday, June 15, 2026 5:44 PM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #232248] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	232248
Date/Time	6/15/2026 5:44 PM
Type	Contact City Council
Address	1293 WALNUT ST, Dubuque
Origin	Website
Comments	Mayor Cavanagh and Members of the City Council: I am submitting this letter for the formal record of the data center ordinance development process. I am a property-tax-paying resident of Dubuque and a former municipal grant analyst who spent years translating community need into federal funding language — including federal infrastructure dollars — on behalf of this city. I know how these development conversations go. I know what gets said in public and what gets negotiated in back channels. I am writing because I want my concerns documented before the process narrows. The City's framing — preliminary, fact-finding, community-engaged — is appropriate process language. I don't dispute the process. I dispute the assumptions that tend to survive it. Additional information in attached letter…

Submitter Thiltgen, Justin
1293 Walnut St.
Dubuque, IA 52001
563-213-4425
justin@jthiltgen.com

Thiltgen DataCenter CouncilLetter June2026.pdf

View in QAlert

Dubuque, IA

Justin T. Thiltgen
1293 Walnut Street, Dubuque, Iowa 52001
justin@jthiltgen.com
June 15, 2026

City of Dubuque City Council
50 W. 13th Street
Dubuque, IA 52001

Re: Community Input — Data Center Ordinance Development

Mayor Cavanagh and Members of the City Council:

I am submitting this letter for the formal record of the data center ordinance development process. I am a property-tax-paying resident of Dubuque and a former municipal grant analyst who spent years translating community need into federal funding language — including federal infrastructure dollars — on behalf of this city. I know how these development conversations go. I know what gets said in public and what gets negotiated in back channels. I am writing because I want my concerns documented before the process narrows.

The City's framing — preliminary, fact-finding, community-engaged — is appropriate process language. I don't dispute the process. I dispute the assumptions that tend to survive it.

The cost question is not optional.

Data centers are not neutral guests. They are industrial-scale electricity consumers, significant water users, and grid-stress generators. The question is not whether Dubuque wants to be "open for business." The question is who pays for the infrastructure those businesses require and who absorbs the risk when demand spikes, cooling systems fail, or the project proves less permanent than the tax incentives used to attract it.

I would ask the Council to require, as a non-negotiable condition of any ordinance framework: a transparent cost-causation analysis. Who builds what? Who maintains it? Who carries the liability? Property tax revenue projections are not an answer to those questions. They are a deflection from them.

The grid burden is real and local.

Hyperscale compute infrastructure does not politely sip from the power supply. It draws. MidAmerican and other regional utilities are already managing demand pressure from data center growth across the corridor. Dubuque residents — including the one writing this letter — pay utility rates that reflect infrastructure investment decisions made on our behalf. Any ordinance that does not include binding provisions on grid contribution,

capacity expansion cost-sharing, and rate impact disclosure is an ordinance that transfers private profit onto public infrastructure.

These are not undercapitalized startups looking for a foothold. The companies driving hyperscale AI infrastructure are among the most profitable enterprises in the history of commerce. They have the capital to invest in on-site power generation, water reclamation, and grid-independent cooling — innovation that reduces the burden they place on a host community instead of exporting it. An ordinance that lets them externalize those costs onto Dubuque ratepayers isn't neutral. It's a subsidy this Council would be choosing to grant.

The resilience argument cuts both ways.

Dubuque has invested significantly in its Resilient Community framework. I was part of that work. Data centers are not resilient infrastructure — they are vulnerable, energy-intensive, single-use facilities that will compete with residential and municipal demand during exactly the kind of stress events your resilience planning is designed to address. The Resilient Community Advisory Commission's involvement in this process is listed as a consideration. I would argue it should be a requirement.

A local ordinance will be making decisions with national implications using only local tools.

Data centers are not simply large buildings with servers in them. They are nodes in privately owned critical infrastructure — the physical substrate on which artificial intelligence, financial systems, federal contracting, and national security operations increasingly depend. That infrastructure is being sited through local zoning and permitting processes across the country, by design, because local processes are faster, cheaper, and less scrutinized than federal review. This is not a hypothetical concern. Modern warfare doctrine has shifted decisively toward targeting the infrastructure that supports command, communication, and computation — not just military installations, but the civilian data and power infrastructure those systems depend on. A hyperscale data center is, by that logic, a target. Where it sits, what grid it strains, and what community absorbs the consequences of its vulnerability are not questions the private sector is incentivized to answer honestly. Dubuque's ordinance will not be evaluated in Washington. It will be decided here, by this Council, with the information available in this room. That is not an argument against local authority. It is an argument for exercising that authority with full awareness of what is actually being permitted — and for building an ordinance robust enough that Dubuque is not simply the path of least resistance for an industry that has learned to treat municipal governments as the weakest link in its siting strategy.

What a strong ordinance looks like.

At minimum: mandatory environmental impact assessment including water and grid draw; binding cost-causation provisions for infrastructure upgrades required by the development; noise, lighting, and traffic standards with teeth; no tax increment financing or incentive packages without full public disclosure and council approval; and clear

decommissioning requirements so that Dubuque does not inherit a stranded asset when the economics shift.

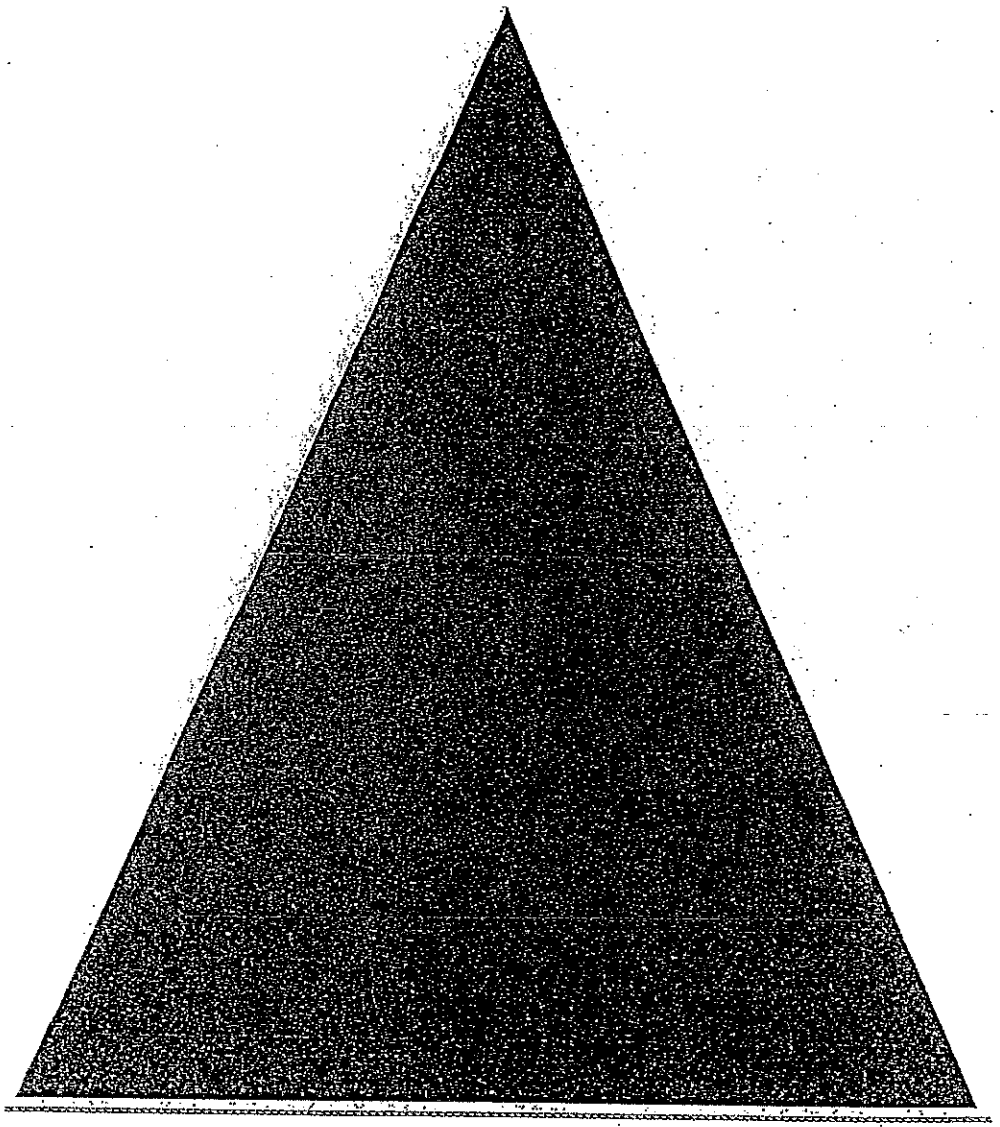
This city has been asked before to absorb risk on behalf of development that promised more than it delivered. The residents who pay property taxes and live next to industrial facilities are not line items in a pro forma. They are the people this Council represents.

I look forward to the public engagement process and expect to participate in it directly. I ask that this letter be included in the official record.

Respectfully submitted,



Justin T. Thiltgen
Dubuque, Iowa



Trish Gleason

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Wednesday, June 17, 2026 2:37 PM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #232344] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	232344
Date/Time	6/17/2026 2:37 PM
Type	Contact City Council
Address	MAIN ST, Dubuque
Origin	Website
Comments	Good afternoon - Regarding input for data center rules, I have jotted down a few ideas that may be worth considering. I will state that I am against data centers in general. I think that their use is, at best, to bolster convenience and entertainment to the masses, and at worst, for surveillance and control of the public. I am not so naive to think that big tech won't buy their way in. but we should find ways to mitigate the potential damage they bring with them. Here are my rough draft ideas: 1 - Any centers need to operate on a closed-loop cooling system 2 - They should receive no tax breaks or incentives 3 - The construction should only be Iowa owned and operated contractors 4 - They must invest in the local community 5 - There needs to be ruled in place that dictate who will be responsible for deconstruction & clean-up of the site in the event the center closes or becomes obsolete.

6 - Must have a minimum distance from any homes greater than 5miles.
7 - They should be required to be off-grid from Dubuque, or required to invest in upgrading the current grid. Their consumption should not impact residential power costs!
8 - Environmental/ecological studies should be completed to confirm lack of impact, preferably at the developer's expense
9 - There should be legitimate & thorough regular inspections to include surrounding land to ensure no contamination (physical, light, noise pollution included)

I'm hoping these are helpful ideas to ongoing discussions.

Thanks,
Amy Wagner

Submitter Wagner, Amy M
2603 Millstone Dr
Dubuque, IA 52002
563-495-0865
a.wags71@gmail.com

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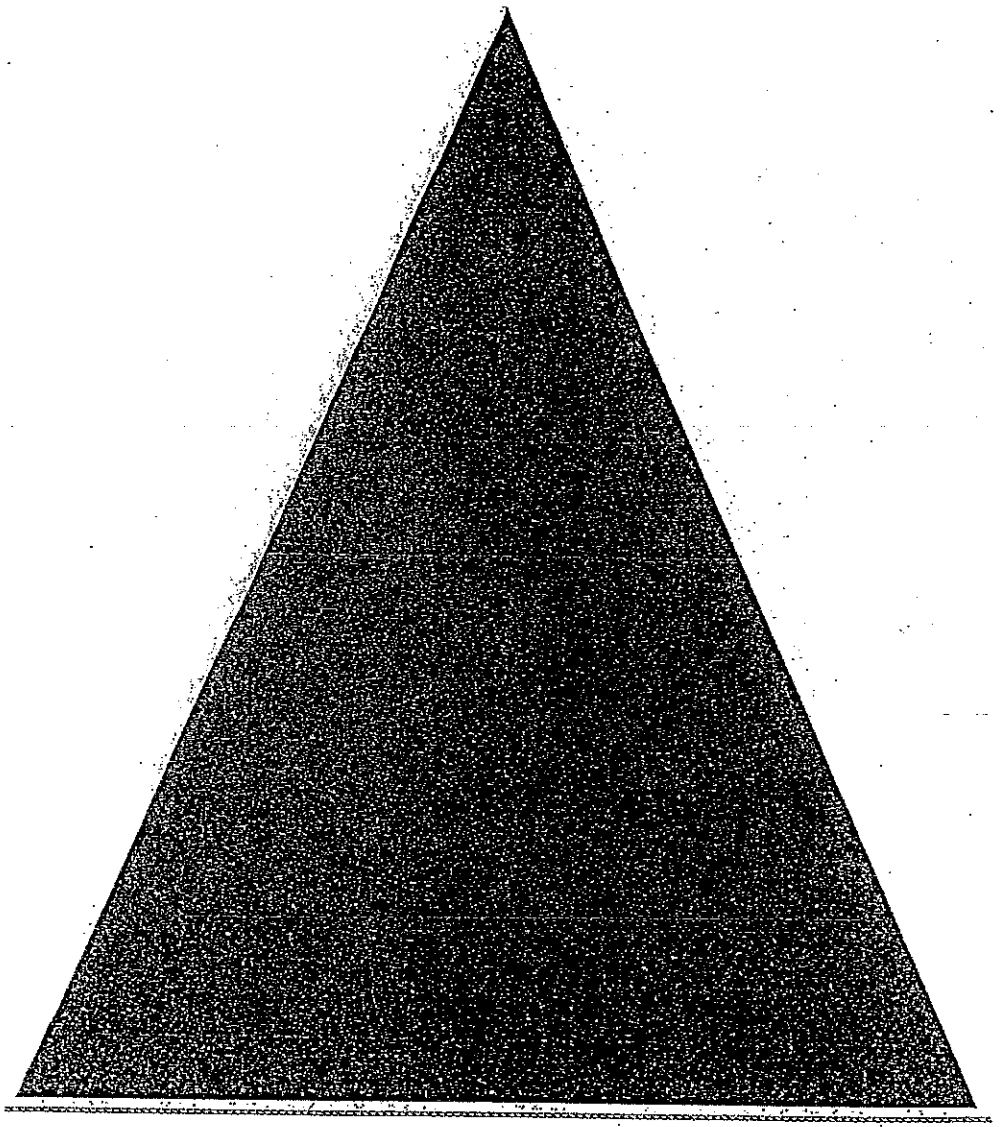
Dubuque, IA



Trish Gleason

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Wednesday, July 1, 2026 3:16 PM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #232745] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	232745
Date/Time	7/1/2026 3:16 PM
Type	Contact City Council
Address	2833 Van Buren St, Dubuque
Origin	Website
Comments	Data Centers, much like the AI, surveillance and commodity scarcity they create; are incompatible, unethical and unsafe for all life. Not just human life. Everything we survive on is at risk. Our bodies are already put through so much inequity and suffering and now you want to add technology to the hierarchy of pain. If this council votes in any data centers, they'll lose their credibility and their careers. The citizens, who make up and are the only reason for this cities structure, are watching you. Do the right thing, not the money thing.
Submitter	Hammerand, Haley 2833 Van Buren Ave Dubuque, IA 52001 563-239-8688 mailhaleylois@gmail.com

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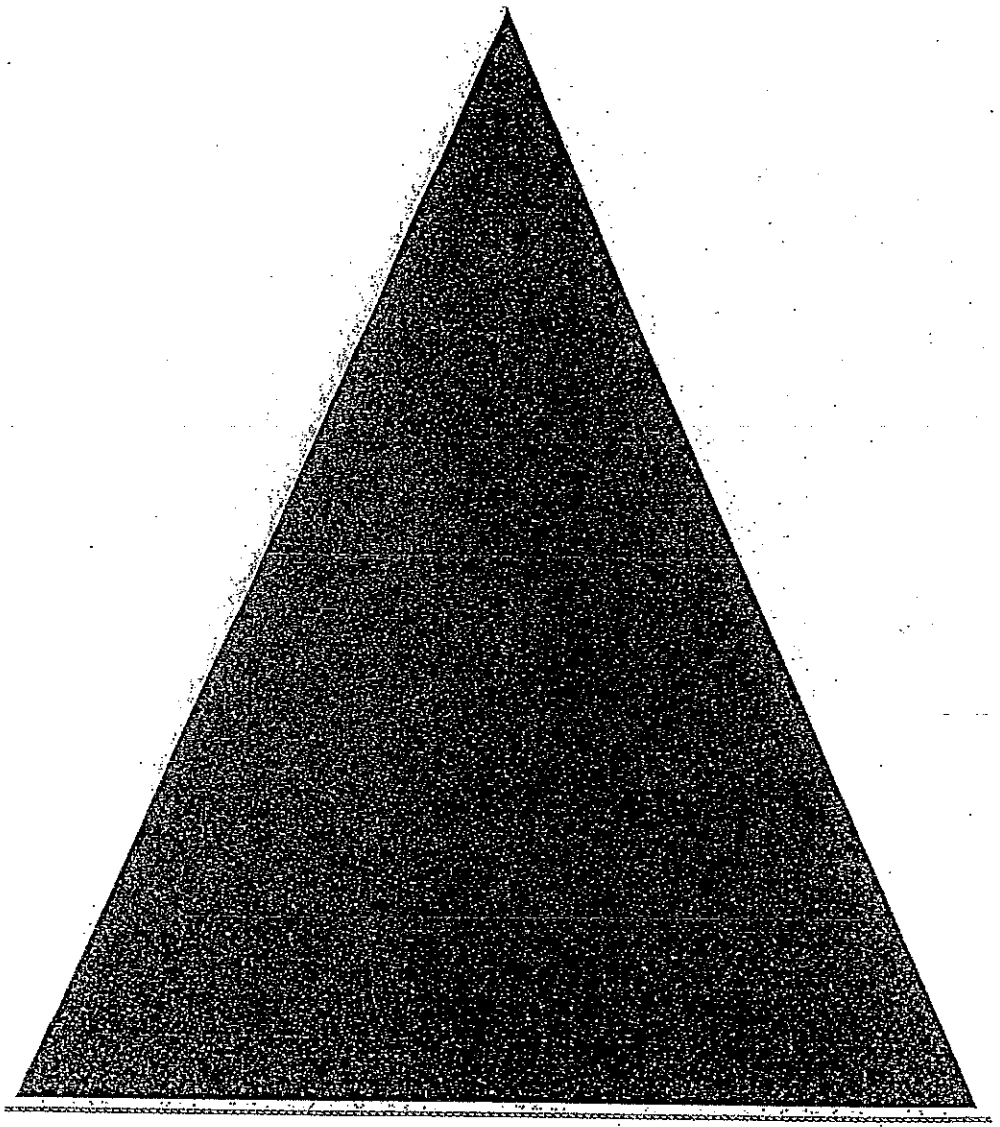
Dubuque, IA



Adrienne Breitfelder

From: Gail Weitz <gweitz1630@gmail.com>
Sent: Friday, July 10, 2026 11:36:43 AM (UTC-06:00) Central Time (US & Canada)
To: PublicInfo
Subject: Feedback: Dubuque Data Center Ordinance Survey

[You don't often get email from gweitz1630@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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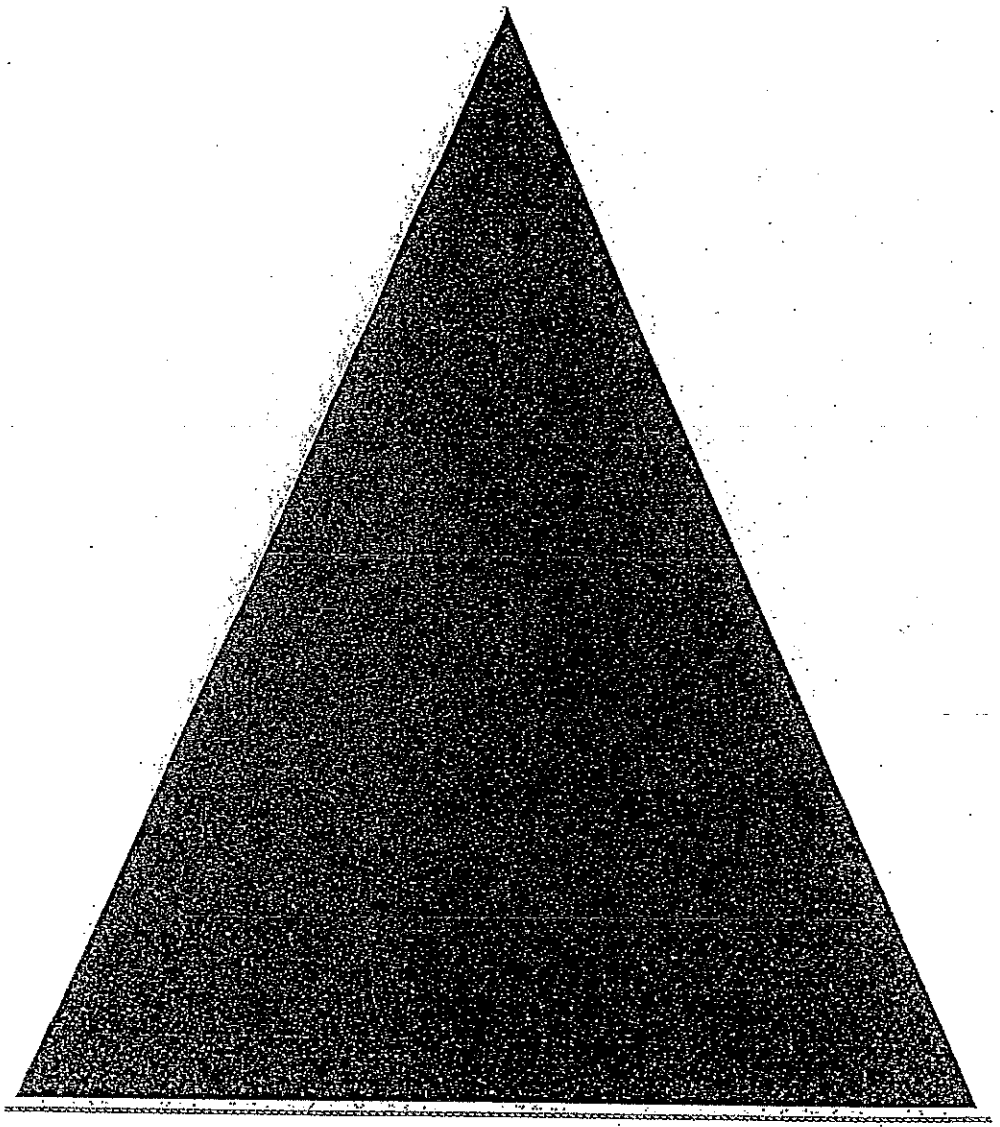
To All Council Members:

There are no benefits for the citizens of Dubuque County. Realtors, developers, and out-of-state construction workers will benefit during construction. When up and running, local employment is minimal, depending on the size of the center and technical skills required. Remember, Iowa is a low wage state and likes it that way. Currently, the state of Iowa has the second highest cancer rate after Kentucky. Recent laws protect Ag chemical companies that produce those chemicals from lawsuits and limits on application/coverage. The nitrate levels in our rivers and streams are toxic, yet we allow CAFOs to exist and expand.
Like all natural resources, water is a finite resource, so THINK ABOUT THE FUTURE. Add to that all the energy required to fuel the centers and water to cool the servers, the notion of any data center in Dubuque County, or the state of Iowa for that matter, defies logic!

Do your research:

“The Swine Republic” by Chris Jones
World Resource Institute: founded by James Gustave Speth, founder of Natural Resources Defense Council

Sent from my iPad



Trish Gleason

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Saturday, July 11, 2026 12:18 PM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #233051] (Contact City Council) - Dubuque, IA

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Dubuque, IA

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Service Request Details	
ID	233051
Date/Time	7/11/2026 12:18 PM
Type	Contact City Council
Address	1491 MAIN ST, Dubuque
Origin	Website
Comments	Instead of putting the cart before the horse. And wasting tax money on this issue. Why not put it on a ballot for the citizens to vote if we want a data center at all.
Submitter	Fox, Walter J 3262 Hillcrest rd. Dubuque, IA 52001 608-642-4097 ffoxwjf@outlook.com

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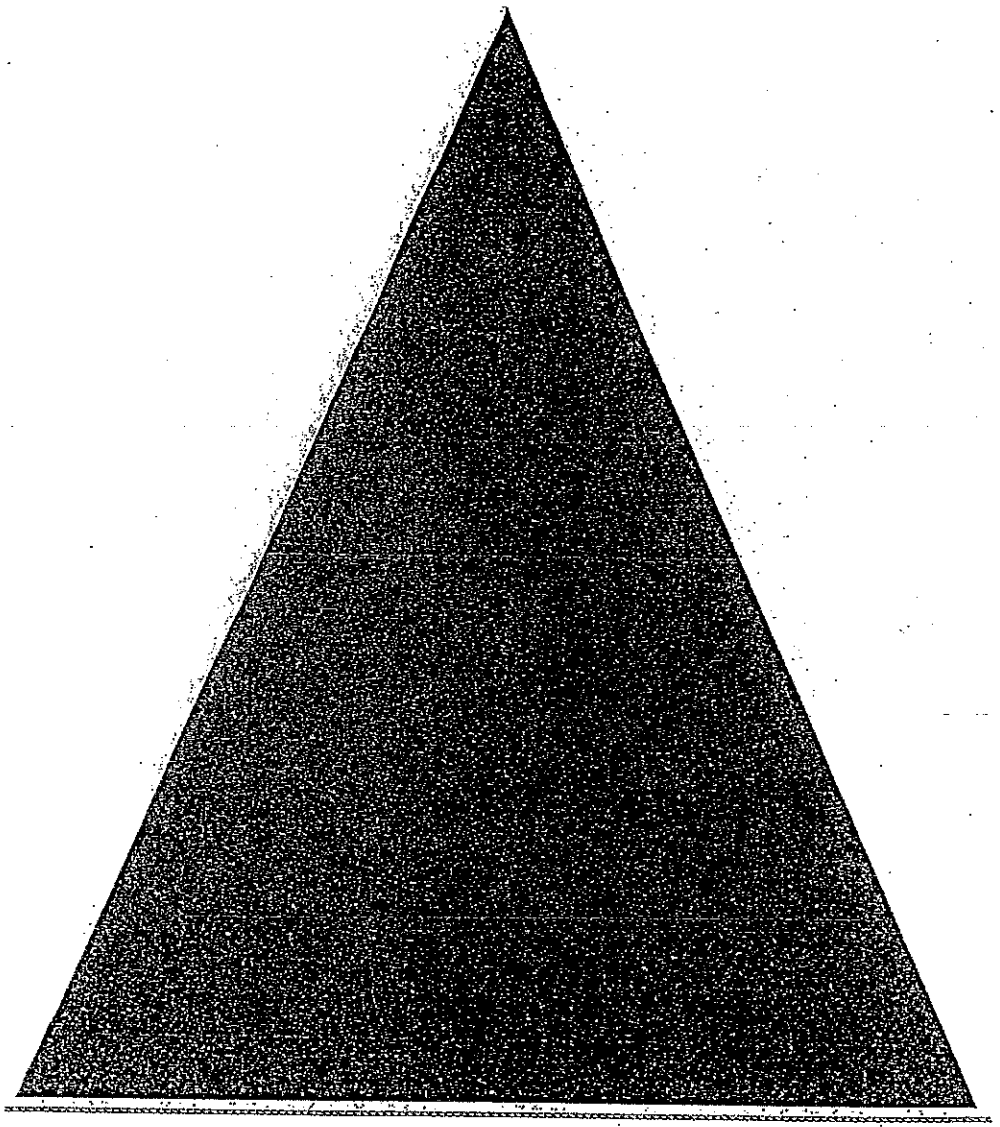
Dubuque, IA



Trish Gleason

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Saturday, July 11, 2026 8:38 PM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #233058] (Contact City Council) - Dubuque, IA

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Dubuque, IA

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Service Request Details	
ID	233058
Date/Time	7/11/2026 8:37 PM
Type	Contact City Council
Address	2219 HOYT ST, Dubuque
Origin	Website
Comments	Dear Dubuque City Council Members,I am writing to express my deep concern regarding potential data center developments in our community. Multi-billion dollar tech corporations should not be allowed to exploit Dubuque's local resources while leaving everyday residents to carry the financial, environmental, and public health burdens.A single data center can severely strain our public infrastructure, requiring millions of gallons of water and massive draws on our electrical grid. Furthermore, replacing our local farmland and natural areas with massive industrial server complexes poses severe risks to our community, our wildlife, and our environment.I demand that the upcoming city data center ordinance includes ironclad, legally binding protections for local citizens:Zero Taxpayer Burden: All costs associated with upgrading water mains, power grids, or sewer systems must be paid entirely by the developer, not passed down to residents through tax or utility rate hikes.Environmental and Pollution

Caps: Data centers release harmful air pollutants, including fine particulate matter and nitrogen oxides, which are linked to respiratory and heart diseases. The city must enforce strict air quality controls and absolute limits on water and energy consumption to safeguard public health and preserve our local climate.Animal and Farmland Protections: Turning agricultural land or natural spaces into heavy commercial zones fragments local ecosystems, destroying natural habitats and threatening wildlife safety. The ordinance must explicitly prohibit data centers from encroaching on critical ecosystems and farmland.The 12-month county moratorium proved that the community wants protection. I urge the City Council to prioritize working families, public health, and our local environment over big tech profits when drafting this law.Sincerely, Jacklyn Vondran

Submitter Vondran, Jacklyn
2219 Hoyt Street
Dubuque, IA 52001
563-663-8676
jacklynvondran@yahoo.com

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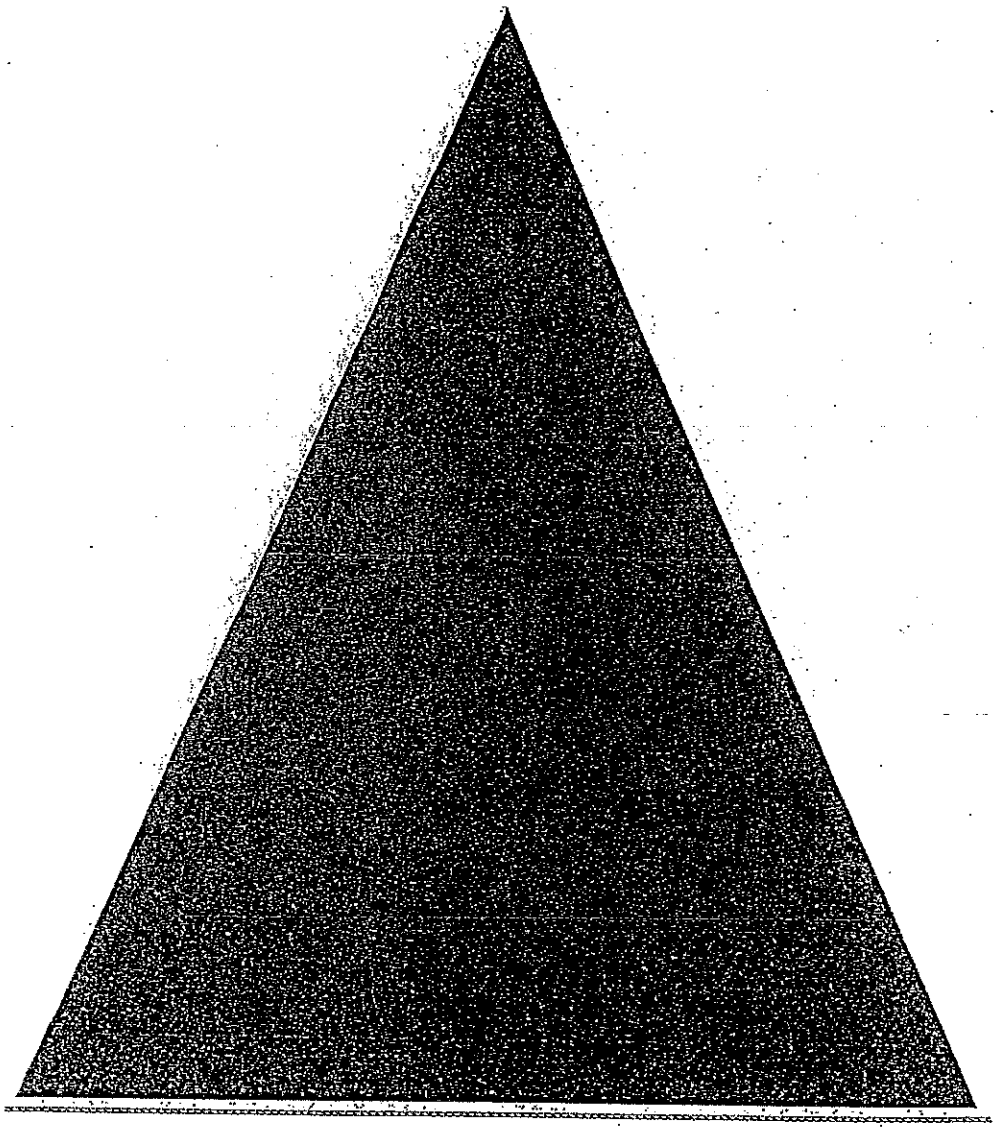
Dubuque, IA



Outlook

A new Service Request has been created [Request ID #233252] (Contact City Council) - Dubuque, IA

From City of Dubuque <noreply-dubuque@qscend.com>
Date Mon 7/20/2026 3:12 PM
To Adrienne Breitfelder <Abreitfe@cityofdubuque.org>

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Dubuque, IA

A new service request has been filed.

Service Request Details

ID	233252
Date/Time	7/20/2026 3:12 PM
Type	Contact City Council
Address	IOWA ST, Dubuque
Origin	Website
Comments	I am writing to let you know that the survey about data centers was not acceptable! The questions that ask to rank what's important, assume that the answerer is okay with having a data center here. The framing this way ensures that the one creating the survey will get the results that the asker wants, not what the people really want.
Submitter	Gotto, Christy 330 Clarke Dr Dubuque, IA 52001 563-580-8566 christylynn79@gmail.com

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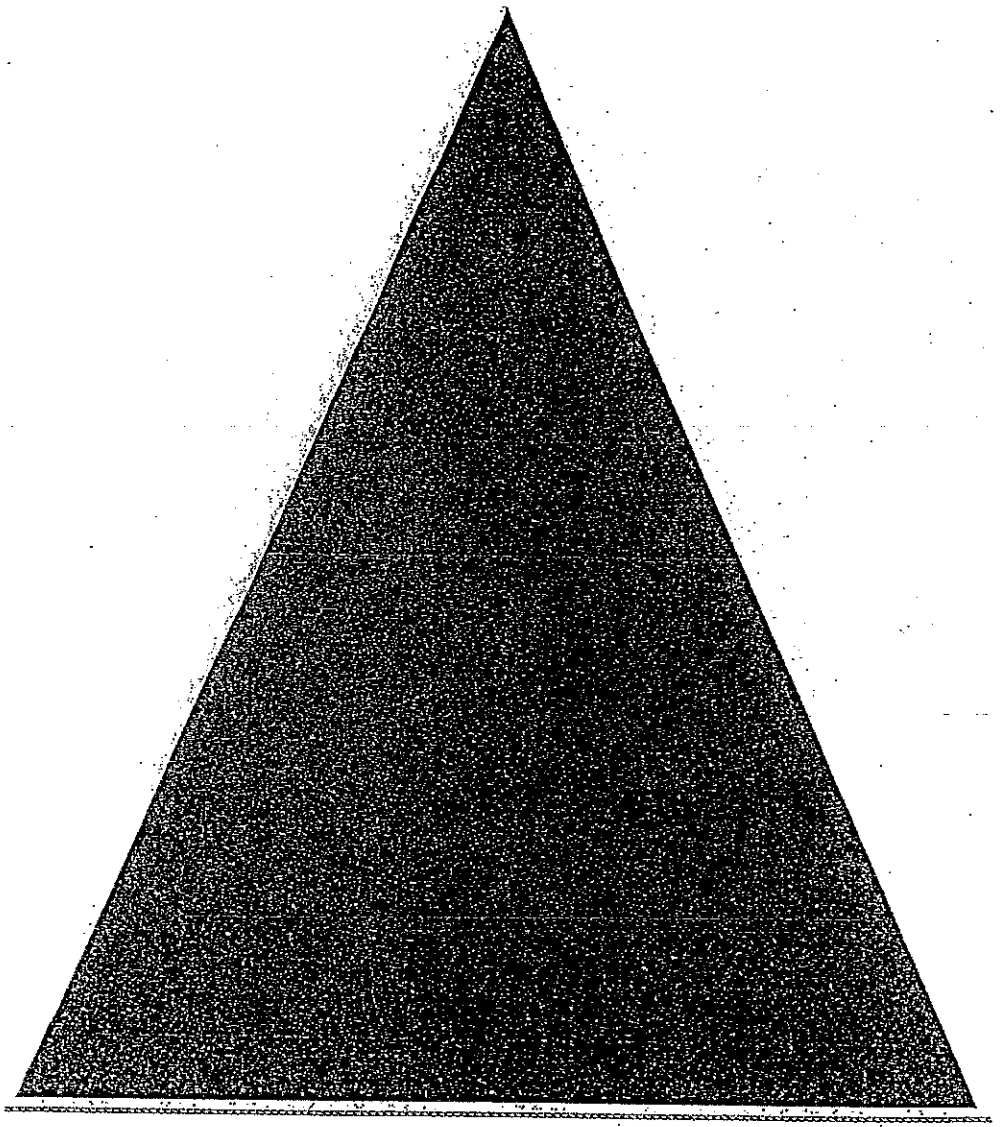
Dubuque, IA



Data Center Concerns and Recommended Ordinance Standards

A Starting Point for a Dubuque County Data Center Ordinance

Prepared by the Data Center Accountability for the Citizens of Dubuque Group

The concerns below reflect issues documented in communities across the United States and worldwide where large-scale data centers have been built, together with items raised by Dubuque County residents. Each item represents a topic the Zoning Commission may wish to address through specific, enforceable ordinance standards before applications are considered.

1. Farmland, Siting, and Land Use

- Permanent loss of high-quality agricultural land; once prime farmland is converted to industrial use, it does not return to production.
- Siting on high-productivity soils (e.g., high CSR2-rated ground in Iowa); lower-quality or already-industrial sites should be used where available.
- Incompatibility of industrial-scale buildings with agricultural and rural residential zoning districts.
- Fragmentation of contiguous farm operations and interference with field access, drainage tile, and farm equipment movement.
- Pressure for speculative rezoning of surrounding parcels once a first facility is approved.
- Need for a density clause limiting the number and concentration of data center campuses in the county so that approvals do not cluster into a de facto industrial corridor.
- Setback from municipal boundaries: Allamakee County, Iowa prohibits data centers within two miles of city limits — a model worth considering, which also reduces annexation pressure.
- Size definitions and thresholds should be based on total campus acreage, not building square footage; rezoning requests are presented and approved at the campus level, and building-size definitions invite phased end-runs around thresholds.

2. Water Use and Water Quality

- Very high water consumption for evaporative cooling — some facilities use millions of gallons per day, competing with municipal, agricultural, and residential wells.
- Drawdown of local aquifers and impacts on private well owners, with limited recourse for affected neighbors.
- Required pre-construction well studies of surrounding properties and continuous water quality and water level monitoring for the life of the facility, at the operator's expense.
- Where closed-loop cooling is claimed, the application must include a complete closed-loop system plan: maintenance schedule, leak detection and response, flushing intervals and procedures, contaminant monitoring and separation, and refilling procedures and volumes.
- Discharge of heated water, blowdown water, and water-treatment chemicals into streams or sewer systems.
- Stormwater runoff from large impervious rooftops and parking areas, increasing flooding and erosion downstream.
- Lack of disclosure: in many communities, water use figures were kept confidential until after approval.

3. Karst Geology, Sinkholes, and Groundwater Protection

Much of Dubuque County lies within the Driftless Area, where shallow, fractured limestone and dolomite bedrock creates karst conditions: sinkholes, losing streams, springs, and rapid pathways from the surface

directly into the aquifers that supply drinking water. Contaminants entering a sinkhole receive little or no natural filtration.

- Mandatory setbacks for data center buildings, fuel storage, chemical storage, stormwater basins, and wastewater infrastructure from mapped sinkholes, karst features, losing streams, and springs.
- A required karst and geologic site investigation by a qualified independent geologist before any application is accepted, including identification of unmapped karst features on and adjacent to the site.
- Prohibition on siting in areas of active or high-density sinkhole formation, where subsidence also threatens the structures themselves.
- Secondary containment for all fuel and chemical storage, sized and designed for karst terrain, with groundwater monitoring wells around the facility.
- Stormwater designs that do not concentrate infiltration near karst features; a pond or basin placed over a sinkhole becomes a direct injection point to the aquifer.

4. Electrical Grid and Energy

- Enormous electrical demand — a single large campus can use as much power as a city — straining the regional grid.
- Proof of excess power capacity: applicants must provide documented verification from the serving utility and regional grid operator that at least 150% of the facility's projected peak demand is available as excess capacity — beyond existing committed load — before an application is accepted, so a project cannot be approved on power that does not yet exist or that would be taken from existing customers.
- Rate increases for residential and small-business customers when utilities build new generation and transmission to serve data centers (documented in Virginia, Georgia, Ohio, and elsewhere).
- New high-voltage transmission lines and substations crossing farms and rural neighborhoods.
- Reliability risk: large loads connecting or disconnecting can destabilize local grid segments.
- On-site fossil generation (diesel or gas turbines) used as primary or bridge power when grid capacity lags.
- Require a backup power plan with operating restrictions, together with a generator testing plan specifying frequency, duration, permitted hours, and neighbor notification.
- Underground and overhead line routes must not interfere with non-participating parcels and must be installed at the applicant's expense.
- A plan identifying all grid interconnection points must be established and demonstrated suitable before approval.

5. Airport and Aviation Safety

- Proximity to the Dubuque Regional Airport raises specific hazards that require FAA review before local approval.
- The airport's heavy presence of student pilots and small general-aviation aircraft, which operate at lower altitudes and are more vulnerable to plume turbulence and visibility hazards.
- Structure and crane heights penetrating FAR Part 77 airspace surfaces (FAA Form 7460-1 obstruction review).
- Thermal plumes from cooling equipment and generator exhaust creating turbulence hazards for low-flying aircraft (per FAA guidance in AIM 7-6-16).
- Steam from exhaust and cooling towers can cause icing on aircraft operating in the vicinity of the site.
- Glint and glare from rooftop solar or reflective surfaces affecting pilots on approach.

- Electromagnetic interference with navigation aids, radar, and communications.
- Stormwater ponds attracting wildlife/birds near runways (FAA AC 150/5200-33 wildlife hazard guidance).
- Potential effects on aerial events and transient traffic — Fourth of July displays and flyovers, NATA, and the heavy general-aviation traffic transiting the region for EAA AirVenture Oshkosh.

6. Noise

- Continuous, 24/7 low-frequency hum from cooling fans and chillers — a leading complaint in communities near existing facilities (e.g., Chandler, AZ; Loudoun County, VA).
- Periodic testing of banks of diesel backup generators, often exceeding 90 dB nearby.
- Tonal noise that is more disturbing than broadband noise at the same measured level.
- Standards must include C-weighted (dBC) limits in addition to A-weighted limits, because A-weighting understates the low-frequency noise data centers produce.
- Enforceable standards measured at the property line or road right-of-way against a pre-construction background (L90) baseline, with absolute limits and penalties for tonal noise.

7. Air Quality, Dust, and Emissions

- Diesel backup generator fleets — sometimes dozens to hundreds of engines — emitting NOx, particulate matter, and CO2 during testing and outages.
- Dust control requirements during construction and operation, enforceable on unpaved surfaces and material handling.
- Carbon emission restrictions or reporting requirements for on-site generation.
- On-site fuel storage in large quantities, with spill and fire risk.
- Cooling tower drift releasing water-treatment chemicals into the air.

8. Fire, Safety, and Hazardous Materials

- Lithium-ion battery energy storage systems with thermal-runaway fire risk exceeding rural fire department capabilities.
- Large diesel fuel storage and refrigerant inventories requiring hazmat response capacity.
- Burden on volunteer or small-town fire and EMS services without compensating funding or training.
- Emergency response plans must be required, developed in coordination with local fire and EMS, and regularly inspected and updated.

9. Lighting, Visual, and Character Impacts

- Massive warehouse-scale buildings out of scale with rural landscapes.
- Security lighting and light pollution affecting neighbors and the night sky.
- Visual pollution and loss of rural character, scenic views, and quality of life that drew residents to the area.
- Protection of views along designated state and national scenic byways (e.g., the Great River Road) from data center development.
- Perimeter fencing, guard structures, and industrial appearance incompatible with surrounding uses.

10. Traffic and Infrastructure

- Required independent road and traffic studies before approval, with binding road-improvement and maintenance agreements.
- Multi-year construction traffic — heavy trucks, concrete, and oversized loads — damaging county roads not built for such loads.
- Road upgrade and maintenance costs shifted to county taxpayers without developer cost-sharing agreements.
- Ongoing service, delivery, and fuel-truck traffic after construction.

11. Property Values and Neighboring Landowners

- Documented declines in residential property values near large data center campuses.
- Difficulty selling homes and farms adjacent to industrial facilities.
- Bonded compensation mechanisms for neighbors harmed by noise, lighting, well interference, or lost property value (see Section 16).

12. Public Health of Neighboring Residents

- Chronic exposure to continuous 24/7 industrial noise is linked to sleep disruption, elevated stress hormones, hypertension, and cardiovascular effects; the World Health Organization treats environmental noise as a serious public health issue, and residents near existing data centers report exactly these harms.
- Diesel generator emissions — fine particulate matter (PM2.5) and NOx — near homes, schools, and farms, with health effects that occur even at low concentrations and during routine testing, not just outages.
- Contamination risk to private drinking-water wells, magnified in karst terrain (Section 3).
- Light at night disrupts sleep for nearby residents.
- Critically, there are no long-term epidemiological studies of the health effects of living near hyperscale data center campuses — the industry at this scale is simply too new. The absence of evidence of harm is not evidence of safety. This gap argues for a precautionary approach: larger setbacks, stricter performance limits, and continuous monitoring, with the burden of proof on the applicant rather than on residents.
- Require applicants to fund baseline community health documentation (noise, air, water) before construction so that future harms can actually be measured and attributed.

13. Livestock, Pets, Wildlife, and Animal Agriculture

- Continuous noise and vibration stress on livestock — documented to affect feed intake, weight gain, milk production, and reproduction in cattle, and to cause piling and mortality events in poultry.
- Stray voltage and ground currents from substations and high-voltage transmission serving the facility — a well-documented problem for dairy herds, affecting milk production and animal health.
- Similar noise, vibration, and light impacts on pets and companion animals of nearby residents.
- Light pollution disrupting wildlife, migratory birds, bats, and pollinators, and altering predator-prey behavior around neighboring farms.
- Habitat loss and fragmentation from campus footprints, perimeter fencing, and new transmission corridors.
- Water drawdown and thermal or chemical discharge affecting streams — including the Driftless Area's coldwater trout streams, which depend on the same groundwater a data center would pump.

- Require an agricultural and wildlife impact study, prepared by an independent third party, as part of every application, with setbacks from existing livestock operations.

14. Economic, Fiscal, and Labor Concerns

- Few permanent jobs relative to land, water, and power consumed — large facilities commonly employ only 30–150 people once operating.
- Large property tax abatements and incentives that reduce the promised local fiscal benefit for decades.
- Construction jobs frequently filled by out-of-area contractors rather than local workers; require union or prevailing wages and local hiring commitments.
- Risk of stranded assets: rapid technology change may leave obsolete buildings before abatements expire.

15. Waste, Decommissioning, and Site Restoration

- A cradle-to-grave clause making the operator responsible for the facility and its impacts from construction through final site restoration, regardless of ownership changes.
- No guarantee facilities remain in operation for their projected life; ordinances should require decommissioning plans and financial assurance for demolition and site restoration.
- Ongoing waste management requirements, including electronic waste recycling for the continuous stream of retired servers and hardware, not just end-of-life disposal.
- Restoration of soil and drainage if land is to return to agriculture.

16. Enforcement, Bonds, and Financial Assurance

- Bonds or escrowed funds covering: environmental damage, property devaluation of neighboring parcels, compensation for damage to wells and property, and full decommissioning costs.
- Substantial daily penalties for each day a violation continues, large enough to matter to a multi-billion-dollar operator.
- A graduated enforcement ladder written into the ordinance: operational sanctions, cease-and-desist authority, and permit termination for repeated or serious violations.
- Evidence of adequate insurance as a condition of application acceptance and continued operation.
- Emission, noise, and water standards must be written as enforceable performance standards with monitoring — not aspirational goals.

17. Transparency, Process, and Application Requirements

- Widespread use of non-disclosure agreements (NDAs) with local officials, shell LLCs, and code-named projects that prevent residents from knowing who the developer is or what is planned until approvals are nearly complete.
- County officials and employees should commit to no NDAs and to full compliance with Iowa open meetings and public records laws (Iowa Code Chapters 21 and 22) and all other applicable state legislation and policies.
- Any requirement that government officials, developers, or landowners sign an NDA during the process should disqualify the rezoning request.
- All requirements — studies, information, bonds, monitoring plans, insurance — must be complete and submitted before a zoning request is accepted, not promised after approval. Approving zoning first and receiving information later reverses the proper order and forfeits the county's leverage.

- Applicants must provide proof of long-term studies of comparable operating facilities, not projections alone.
- Independent, developer-funded third-party review of water, noise, traffic, and grid studies rather than reliance on applicant-provided studies alone.
- Minimum of five days' public notice for all filings and meetings, with meaningful hearings before rezoning or site plan approval and adequate time for residents to review technical materials.
- The ordinance should preserve the Board of Supervisors' discretion to deny a rezoning request even when an application satisfies every checklist item; rezoning is a legislative act, and meeting minimum standards should not create an entitlement to approval.

18. Annexation and Jurisdictional Risk

- Risk that city annexation (including irregular or 'shoestring' annexation under Iowa Code Chapter 368) could remove a project from county zoning authority after county standards are adopted.
- Need for intergovernmental (28E) agreements between the county and cities to ensure consistent standards regardless of jurisdiction.

19. Related Standards for On-Site Renewables and Battery Storage

Data center campuses increasingly include on-site solar arrays and battery energy storage. The Zoning Commission's language should include:

- Total impervious surface limited to 20% of the property for solar and 25% for battery storage.
- A 50-foot height limit and a 1,320-foot (quarter-mile) setback from property lines and road right-of-way lines.

20. The Need for Strong Definitions

Weak or missing definitions are the single most common loophole in local ordinances. A developer facing a standard it does not like will argue its project is not a 'data center,' that its 'campus' is a series of separate small buildings, or that its cooling system is 'closed-loop' when it is not. The ordinance must open with a rigorous definitions section, including at minimum:

- 'Data center,' 'data center campus,' 'hyperscale,' 'colocation,' and 'edge facility' — defined by use and by campus acreage and aggregate power demand, not by individual building size, so phased or subdivided projects cannot evade thresholds.
- 'Closed-loop cooling system,' 'evaporative cooling,' 'potable water,' 'blowdown,' and 'water withdrawal' — so water claims are verifiable.
- Noise terms: 'A-weighted (dBA)' and 'C-weighted (dBC)' levels, 'L90 background baseline,' 'tonal noise,' and 'property line measurement.'
- 'Excess power capacity,' 'committed load,' and 'projected peak demand' — so the 150% capacity requirement is enforceable.
- 'Karst feature,' 'sinkhole,' 'losing stream,' and 'spring' — tied to state geological survey mapping plus site investigation.
- 'Sensitive areas' thoroughly defined — non-participating parcels, public parks and wildlife management areas, karst areas, and similar protected locations.
- 'Decommissioning,' 'abandonment,' 'cessation of operations' (with a defined trigger, e.g., 12 consecutive months of non-operation), and 'site restoration.'

- 'Owner' and 'operator' defined to reach parent companies and successors, so obligations survive LLC transfers and ownership changes.

21. Construction Plan

- Construction labor should be locally sourced and paid union wages.
- Plans for water runoff, noise, erosion control, staging areas, interference with farm-to-market road access, dust, hours of operation, lighting, and traffic must all be in place prior to any rezoning approval.
- A detailed description of the construction timeline.
- Restrictions on blasting hours, with prior notification to neighboring residents.

22. Economic Development Agreement

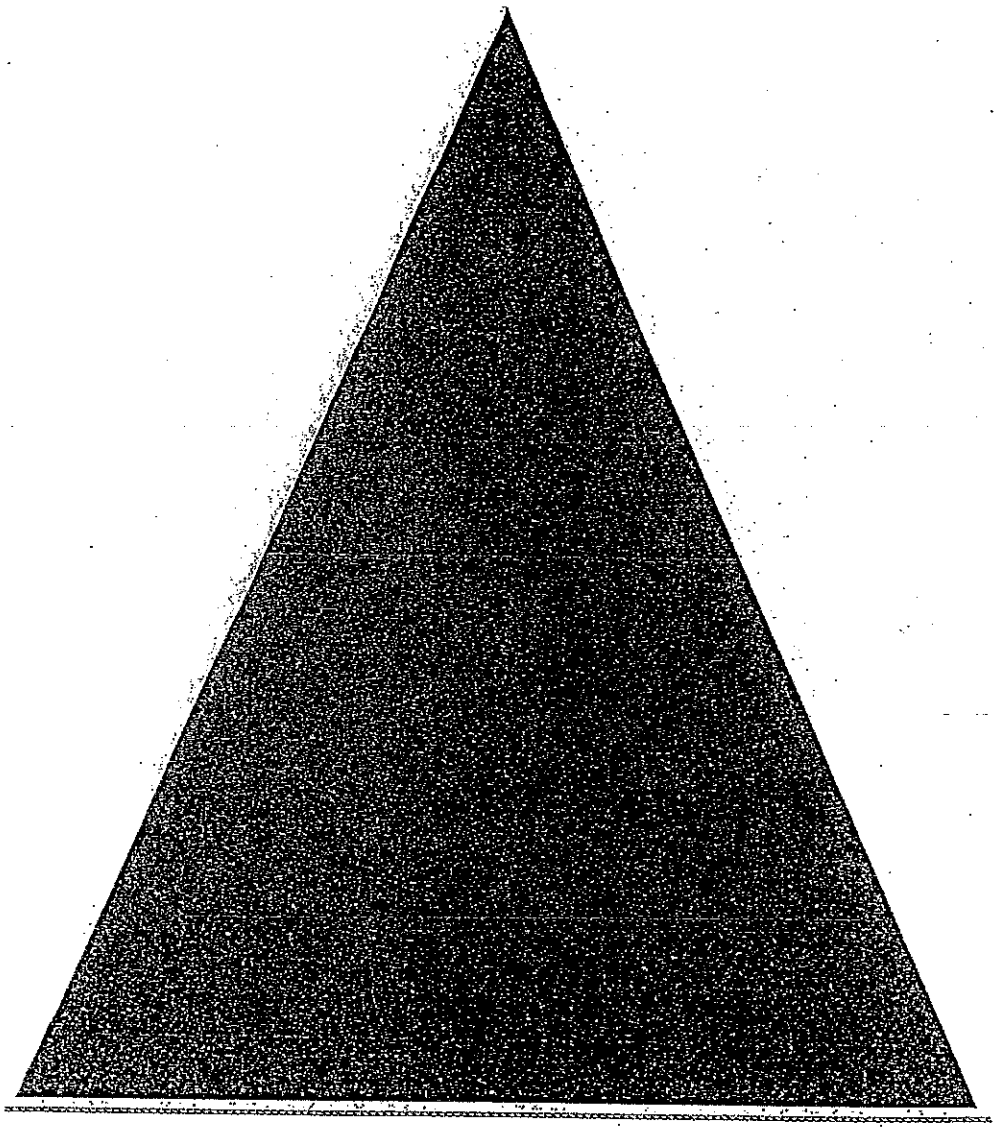
- No tax breaks or government subsidies.
- Specific contributions, amounts, and recipients must be stated.
- Job-creation assurances must be put in writing and made enforceable.

23. Required Studies and Descriptive Language

- Any required studies must be performed by an independent third party at the applicant's expense, prior to rezoning approval.
- Monitoring standards, penalties, and site plan requirements must all be thoroughly described in the ordinance.

Each of these concerns — and the ones discovered during the ordinance drafting process — must be translated into concrete ordinance language: definitions, siting criteria, performance standards, study requirements, financial assurances, and enforcement provisions. We respectfully ask the Zoning Commission to treat this list as a checklist — an ordinance that leaves any of these areas unaddressed leaves the county and its residents exposed.

Finally, this list — and any ordinance built from it — should be understood as a living document. Data center technology, scale, cooling methods, and power demands are changing rapidly, and new impacts continue to surface in communities across the country. The ordinance should include a mandatory review and update cycle (for example, annually or biennially, and after any completed project) so that its standards keep pace with the industry rather than being written once and left behind.



Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Tuesday, July 21, 2026 8:01 PM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #233283] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	233283
Date/Time	7/21/2026 8:01 PM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	Dear council members, My name is Olivia. I'm 18 years old, and I was born and raised here in Dubuque. I love this city because of its bluffs, its forests, its rivers, and its natural beauty. I'm emailing you because I believe we have a responsibility to protect them. I know projects like this promise economic growth, investment, and jobs. Those things matter. But they aren't the only things that matter. Clean water, healthy ecosystems, and open spaces have value too, even if they can't be measured on a balance sheet. These facilities don't just occupy land. They consume enormous amounts of electricity and water, put pressure on local water supplies, and operate around the clock. They are extremely noisy and bright. Economic growth is important.

But growth that permanently changes our landscape, strains our resources, and threatens the natural beauty that makes Dubuque unique isn't the only path forward.

The people making this decision tonight have an enormous responsibility, because my generation will be the one living with its consequences for decades to come. We deserve more than short-term economic promises if they come at the expense of the environment we'll depend on for the rest of our lives.

Please think beyond the next few years. Think about what this community should look like fifty years from now. Think about the children who aren't old enough to stand at this podium tonight and think about the wildlife that has no voice in this room.

We only get one Mississippi River. One landscape. One chance to decide what kind of community we want Dubuque to be.

I ask you to put the long-term health of our community ahead of short-term gains.

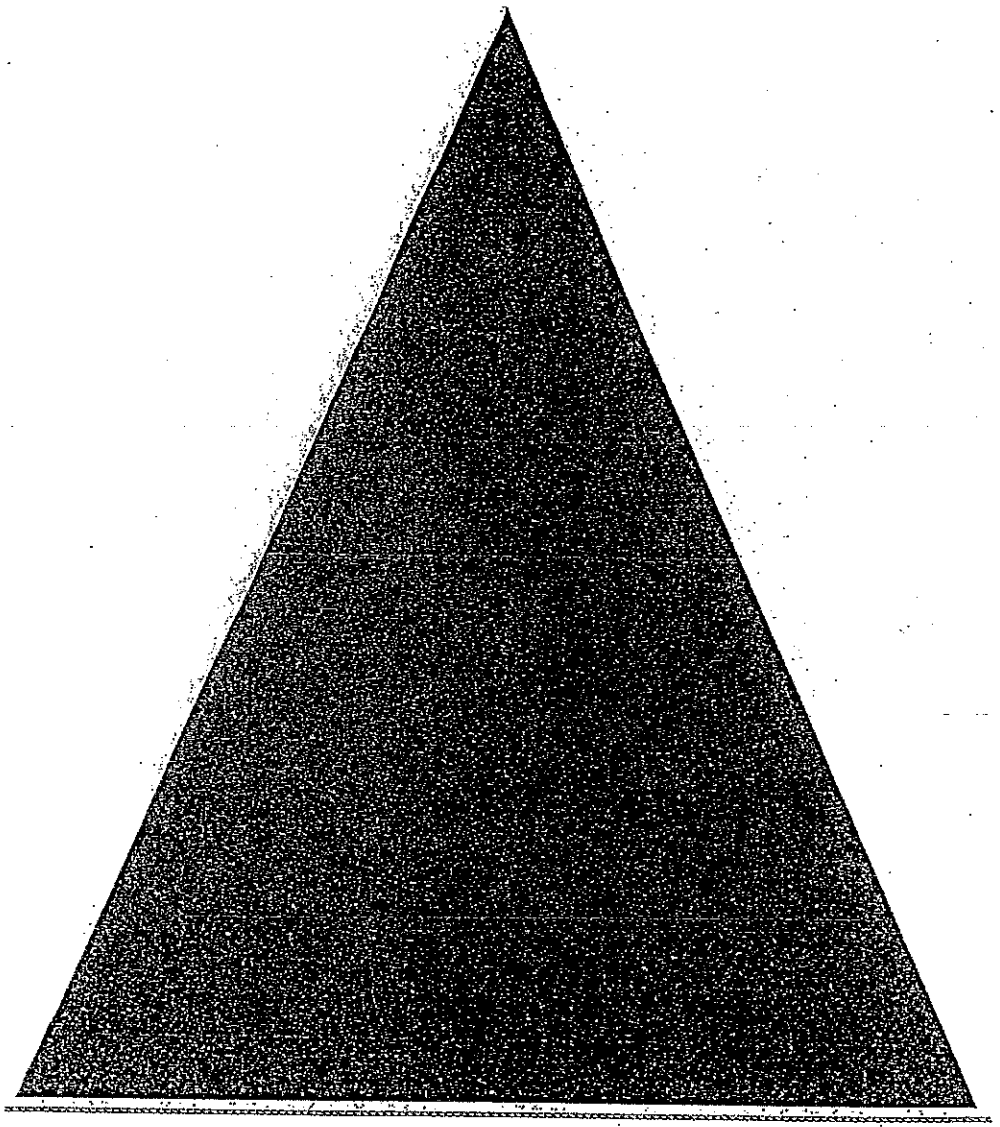
Thank you.

- Olivia Hanniford

Submitter Hanniford, Olivia
Dubuque, IA
oliviahanniford@icloud.com

View in QAlert

Dubuque, IA



Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Wednesday, July 22, 2026 11:02 AM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #233292] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	233292
Date/Time	7/22/2026 11:02 AM
Type	Contact City Council
Address	501 BELL ST, Dubuque
Origin	Website
Comments	As you consider data centers, you might also want to consider the fact that the Mississippi River is already being depleted. People cannot live without water, let alone the agricultural industry here in the Midwest. Data centers place severe stress on local watersheds through massive direct water consumption for cooling and high indirect water usage to generate their electricity. An average 100-megawatt facility can consume roughly 2 million liters (530,000 gallons) of water daily, heavily straining resources in drought-prone areas. Direct Watershed StressEvaporative Cooling: Many facilities use "swamp cooling," evaporating up to 80% of the water they draw to manage servers running 24/7. Depleted Aquifers: In water-stressed basins—like in Arizona or the Columbia River Gorge—this

constant draw lowers groundwater tables and affects surrounding communities and ecosystems.

Wastewater Discharge: Discharging the remaining 20% of concentrated water (which can contain heavy metals or biocides) into municipal systems or local streams creates water quality risks and pushes treatment plants to their limits.

The Mississippi River isn't vanishing completely, but it is experiencing historically low water levels due to severe, recurring droughts and reduced flows from the Ohio River. This has created functional "dry" periods where water is too shallow for commercial barges and saltwater from the Gulf creeps upstream toward drinking water intakes. Because the river drops so low, it creates major disruptions for local economies, agriculture, and infrastructure.

Shipping & Commerce: Nearly half of U.S. grain exports travel down the Mississippi to the Gulf of Mexico. Low water levels—such as drops to around 60% to 28% of normal flow in certain stretches—force barges to run half-empty to avoid scraping the riverbed, spiking shipping costs for farmers.

Drinking Water: When the river's flow weakens, saltwater from the Gulf of Mexico pushes dozens of miles upstream, heavily threatening the drinking water supply for communities in Louisiana, including New Orleans.

Infrastructure: For four consecutive years, the U.S. Army Corps of Engineers has had to install emergency underwater barriers to physically block the advancing saltwater.

In conclusion, we depend on the water from the Mississippi River to survive. Additional stresses on this waterway will only add to the existing problems and worsen them. I hope you consider the impact of your decisions and how they affect all the other communities, families, and businesses that share the Mississippi. Is it really worth it?

Submitter Morrison, Charlotte
Dubuque, IA
deospore6@gmail.com

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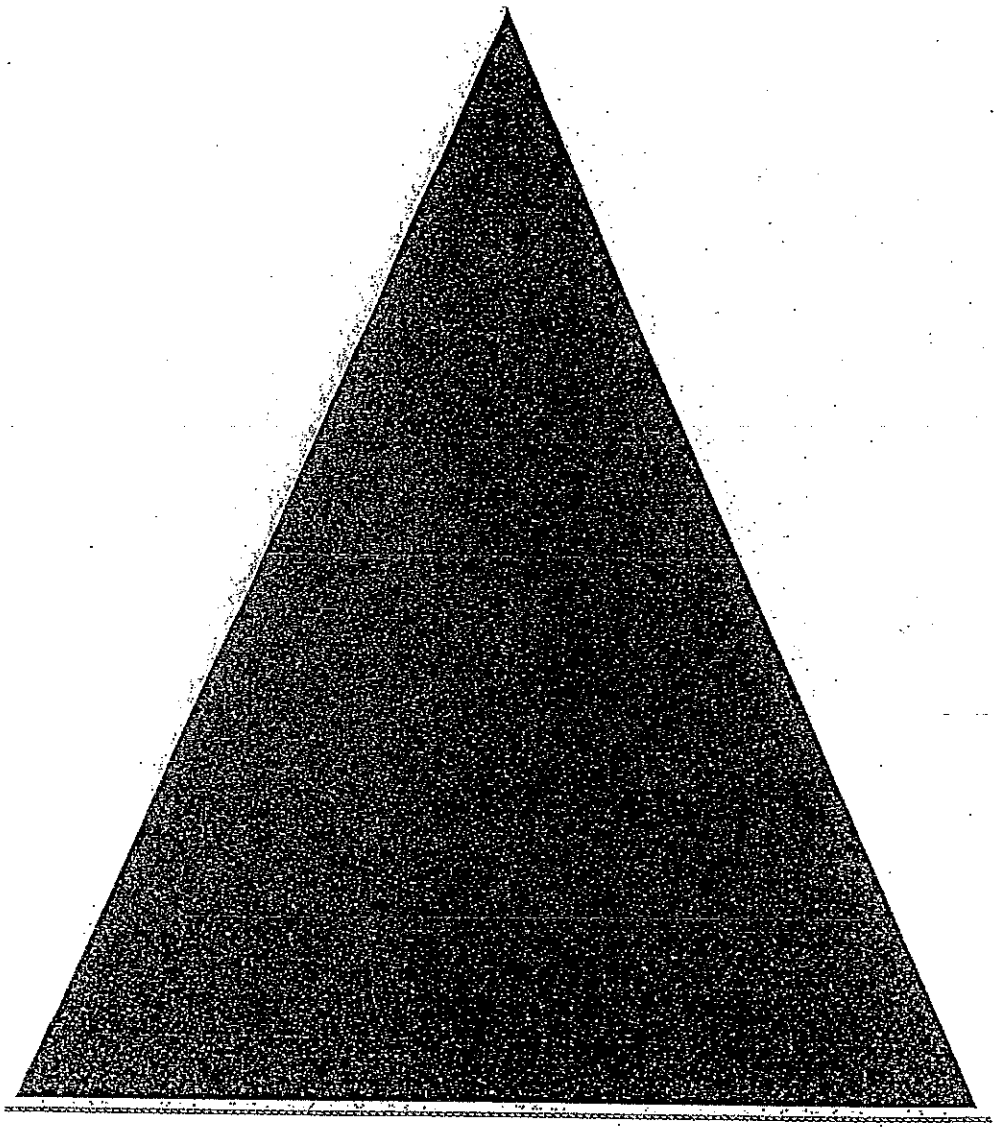
Dubuque, IA



Outlook

[Draft] **Fw: data centers**

From Abreitfe@cityofdubuque.org
Draft saved Wed 7/29/2026 2:11 PM

From: Becky Sisco <bsisco@mchsi.com>
Sent: Monday, 27 July 2026 10:33:51
To: Brad Cavanagh <Bcavanagh@cityofdubuque.org>; David T. Resnick <dresnick@cityofdubuque.org>; Laura Roussell <Lroussell@cityofdubuque.org>; Danny Sprank <Dsprank@cityofdubuque.org>; Katy Wethal <Kwethal@cityofdubuque.org>; Tyson Leyendecker <tleyendecker@cityofdubuque.org>; Chris Staver <cstaver@cityofdubuque.org>; Harley Pothoff <harley.pothoff@dubuquecountyiowa.gov>; Ann McDonough <Ann.McDonough@dubuquecountyiowa.gov>; WWayne.Kenniker@DubuqueCountyIowa.gov <WWayne.Kenniker@DubuqueCountyIowa.gov>; Mike Van Milligen <ctymgr@cityofdubuque.org>; Amy Gilligan <amy.gilligan@thmedia.com>; allison.hinga@thmedia.com <allison.hinga@thmedia.com>; Jason White <Jasonw@greaterdubuque.org>; jfullan@greaterdubuque.org <jfullan@greaterdubuque.org>; Grace Burwell <grace.burwell@thmedia.com>; rick4dbqsupervisor@outlook.com <rick4dbqsupervisor@outlook.com>; KristinDietzelDBQ@gmail.com <KristinDietzelDBQ@gmail.com>
Subject: data centers

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To Those Whom It May Concern:

Hello,

I believe there is an important aspect in data-center development, which hasn't been discussed, having to do with the companies involved in both the development and use of a given data center.

All potential developers ought to be publicly identified from the get-go, with information about their background, location, and experience. At first, the company that showed an interest in establishing a data center in Dubuque County was simply referred to in the media as "a developer." I suppose that's because the name of the developer was not made available to the press. Later, it was identified as "Karis," with no information about the developer. I learned Karis is a 12-year old company headquartered in Naples Florida, which has a background in establishing industrial and cold storage sites. It has developed only two sites for data centers under the name Karis Critical, established in 2024--one in New Albany, Ohio and one in DeKalb, Illinois. It apparently does not manage data centers. That would be some other company that would come in. I wonder: Once the site is developed, would the city or county have any say over accepting or rejecting the company that wants to buy or rent the facility from Karis Critical?

The top 15 companies that run data centers are Amazon Web Services, Meta, Microsoft Azure, Equinix, QTS, Digital Realty, Cyrus One, Aligned, Data Bank, Google Cloud, Oracle, Switch, STACK Infrastructure, Core Site, and NTT Global Data Centers. There are many others. According to dcmap: "As of Jul 2026, this map tracks **4,800 US data center facilities** across 52 states and territories: 3,687 operational, 229 under construction, and 857 planned or approved. Together they are run by 1,348 distinct operators and account for 317,024 MW of tracked power capacity."

Karis's website says it develops sites for "scalable power" but does not indicate the sources of power that would be used. What would it be? I think the power source should be solar only.

Please do not overestimate the number of jobs a new data center would create. Quartz, a business publication owned by a Canadian software company, says, "A $10 billion data center may employ 300 people. The same money in manufacturing would support thousands. ... That works out to one permanent position for every $33 million invested. ... Facilities exceeding 100 megawatts can operate with as few as 20 to 30 permanent staff per 100 MW, according to a November 2025 data center workforce forecast from the Hamm Institute. Industry benchmarks put permanent staffing at the most automated campuses at about 25 to 40 operators per 100 megawatts, Latitude Media reported in May 2026." By no means, should the city or county offer incentives to either site developers or center operators. Nor should we provide infrastructure.

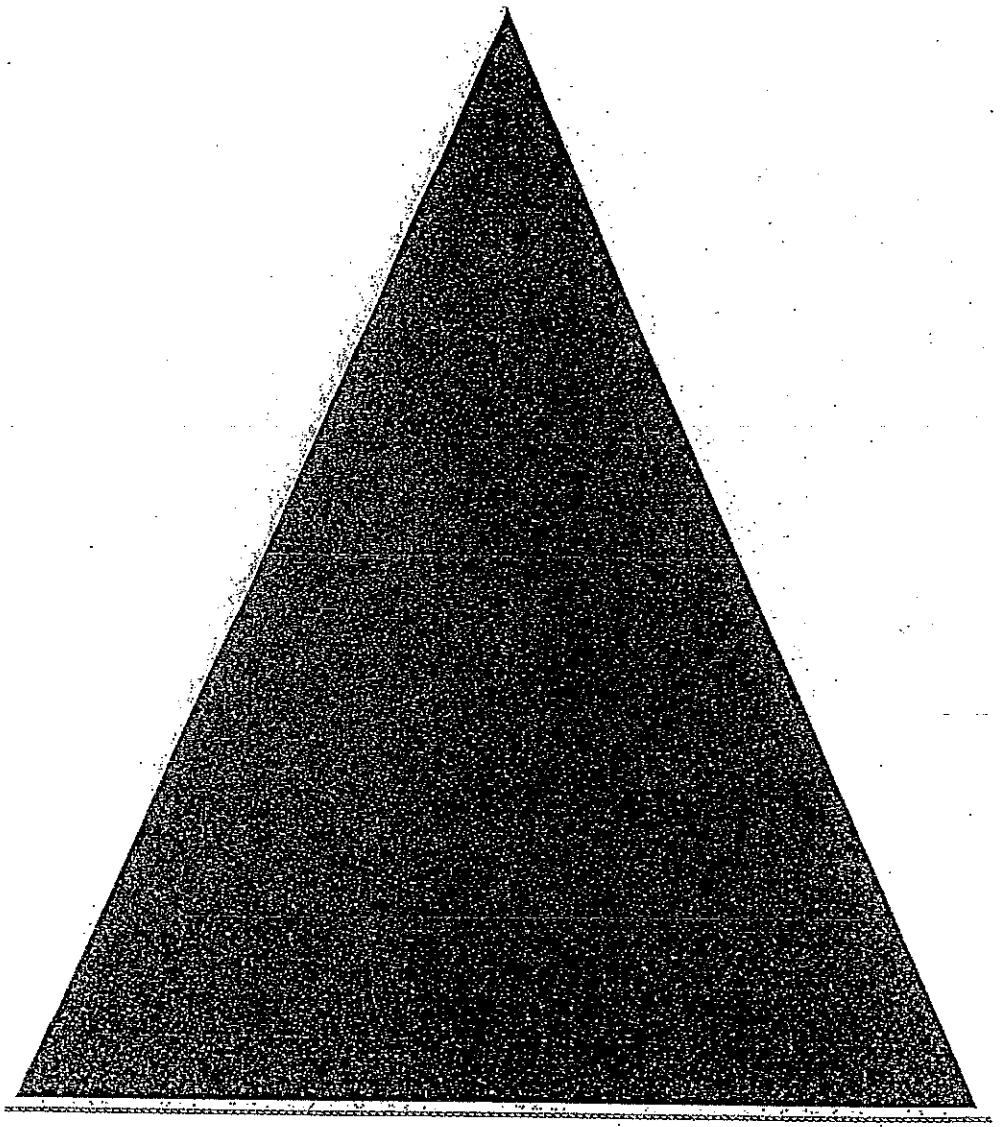
Working at a center is probably no picnic. Even QCS, a staffing company that finds people to work at data centers, says, "Data centres are typically maintained at controlled temperature and humidity levels to ensure that equipment runs efficiently and reliably. However, this environment can be loud due to the constant humming of servers and cooling systems."

The building of a center, of course, would create construction jobs. But those jobs would end, and most construction workers would leave once the site is built. Also, how would they be housed while they are here?

I don't know how a data center would affect our ground-water level and quality, so that's another consideration, as well as noise and light pollution.

Becky Sisco

Dubuque



Outlook

A new Service Request has been created [Request ID #233502] (Contact City Council) - Dubuque, IA

From City of Dubuque <noreply-dubuque@qscend.com>
Date Thu 7/30/2026 6:14 PM
To Adrienne Breitfelder <Abreitfe@cityofdubuque.org>

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Dubuque, IA

A new service request has been filed.

Service Request Details

ID	233502
Date/Time	7/30/2026 6:14 PM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	Data Centers; National Law Firms that have the knowledge to help write whatever is needed in all areas of concern with permitting these businesses to establish units .(Kirkland & Ellis, Latham & Watkins, and Simpson Thacher & Bartlett). The key with these centers is CONTROL through the written word covering ALL concerns, period ! Perhaps the City and County could split the consultant fee, or fees since both have the same concerns. Ninety-five % of your constituency don't have the expertise other than stating a resounding NO ! There is plenty of knowledge and technological advancement's for this to be governed properly . It just takes LEADERSHIP !

Submitter	Miller Jr, Kenneth W 1820 Scenic View Drive Dubuque, IA 52001 815-541-1286 K.W.Miller.Jr@gmail.com

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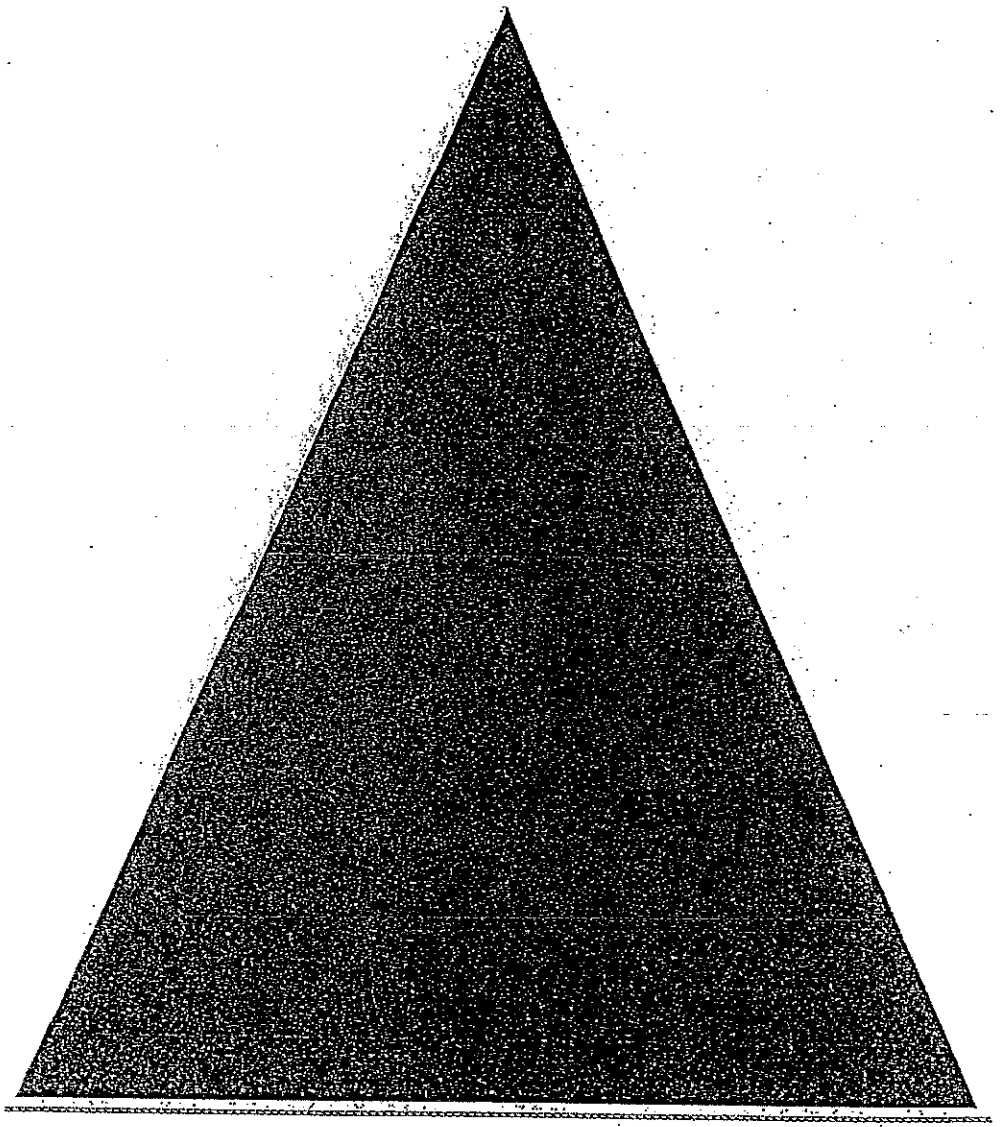

Adrienne Breitfelder

From: sharon Bradley <bsbradleybeef@gmail.com>
Sent: Friday, July 31, 2026 1:44 PM
To: Wally Wernimont <Wwernimo@cityofdubuque.org>
Subject: No Data Centers

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

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Hello Mr. Wernimont,

Please take time to read my information on data centers. I have included my sources. My intention is to give solid facts on why data centers aren't what we want or need! This project will affect all Dubuque residents, regardless of their proximity to the proposed site.

The minimal benefits of hosting a data center in Dubuque do not outweigh the significant risks to our water supply, electrical grid, public health, productive farmland and environment. Negatives are being seen and felt in communities that already have data centers.

According to (Sightline Climate), nearly half of the data centers planned for 2026 have already been delayed or canceled. These data centers are drawing increasing scrutiny.

Rather than rushing into this, we should observe and learn from their experiences first. Technology changes constantly, down the road hopefully they will use less and fewer resources. Experts are saying these centers are not environment friendly today.

Please consider the following resources:
(energy.gov) their most recent study says that data centers in 2023 consumed 4.4% of all electricity in the US and are expected to triple that by 2028.

Energy and water usage is tremendous!
(wri.org) World Resources Institute- A single modern AI data center can use as much power as 100,000 homes, many of the larger ones now being built are expected to consume up to 20 times that amount. A mid-sized facility can use up to 300,000 gallons of water a day, while large facilities can consume as much as 5 million gallons daily.
Experts globally like the United Nations, "warn us we have entered into an era of global water bankruptcy."

(centers.lbl.gov) "It is estimated that less than a third of data center owners and operators in the U.S. measure and track water consumption."
So numbers are likely way higher.

(iea.org) Data Center Electricity Consumption Growth- "Electrical data Consumption is up 130% in the US compared to the 2024 level." Largely due to data centers.

Residential EMF exposure is rising because of the rapid expansion of energy-intense data centers that demand new high-voltage transmission lines, increasingly being built near homes and schools.

(David Carpenter in Environmental Research) “The evidence that magnetic fields increase the risk of cancer is neither inconsistent nor inconclusive. Furthermore, adults are also at risk, not just children, and there is strong evidence for cancers in addition to leukemia, particularly brain and breast cancer.”

(jlarc.virginia.gov) In 2023, the Joint Legislative Audit and Review Commission directed staff to review the impacts of the data center industry in Virginia. “The data center capital of the world.”
-The primary benefit comes from the initial construction of the centers. This usually takes 12-18 months.
- After that several data centers representatives indicated that a typical 250,000 square foot center may employ approximately 50 full time workers; half of those are contracted.
- Quoting the review, it said "Building enough infrastructure for unconstrained data center demand will be very difficult and meeting half that demand is still difficult."
(JLARC) stated New data center demand in 2023 was up 15% and they put unconstrained demand for 2040 up 183%.
“Data Centers create additional financial risks to electrical utilities and their customers because of the sheer size of the industry’s energy demand. One risk, utilities will build more generation and transmission infrastructure than is needed if forecast demand does not materialize or they close. The costs would be passed onto the existing customer.”
“Another risk to electric co-ops. If a data center delayed, disputed or failed to pay a bill and the co-op was unable to recoup these costs from the data center, the bill would have to be paid by all other co-op members. A large enough bill could result in the co-op defaulting and going bankrupt.”

For constant operation nearly all centers have diesel generators on-site. Diesel generators emit several harmful air pollutants, such as nitrogen oxides, carbon monoxide and particulate matter.

Noise- centers emit low frequency noise. Nearby residents report that the constant noise generated by some data centers affect their well being.
Total noise is highly hazardous.

(nidcd.nih.gov) sounds at or below 70 decibels are generally safe.

(Linn County, Iowa (KCRG) By Elizabeth Schultz, Published Jun. 10, 2026)- “Campgrounds across Eastern Iowa are filling up faster than ever as thousands of out-of-state workers arrive to help build data centers across the region.

Clayton Tucker, who is running for Ag Commissioner of Texas says; cows, sheep and goats lose 30% of their body weight. Chickens lay 50% less eggs. A farmer North of Dallas, claims his cattle have only had stillbirths since a data center went in by him. Kids under 10 are starting to have heart problems. People over 40 years old are having heart attacks at higher rates and early onset dementia in 65 years and over all this within a 5 mile radius of centers.

Land usage: The large amount of acres they consume is a lot to lose for something that has highly negative impacts on communities, especially if it's highly productive farmland.
(farmlandinfo.org) “The United States is blessed with a remarkable productive agricultural landscape. Cropland, pastureland, rangeland and woodland support a regionally diverse food and farming system capable of ensuring domestic food security. Agriculture land contributes to state and local economies, supplies lucrative export markets, and bolsters the nation’s balance of trade. These exceptional natural resources sustain valuable wildlife habitat, provide flood control and fire suppression, scenic views, and resources for hunting and fishing.This land also acts as an enormous carbon sink, drawing down carbon from the atmosphere, which helps combat climate change.”

Heat- (abc4.com) and growtheflowutah.org Salt Lake City, May 7, 2026. “Box Elder County has found the combined thermal output of the center could release heat equivalent to 23 atomic bombs daily.” Dr. Rob Davies, a physics professor at Utah State, prepared the analysis that estimates the energy footprint of the proposed data center is comparable to 40,000 Walmart Supercenters.

https://www.pbs.org/video/we-saw-what-ai-data-centers-dont-want-you-to-see-n1ewcf/
A great video to watch.
Why are journalists doing these observations instead of regulators? The administration right now is pro AI policies. With gutting of environmental and enforcement agencies, if journalists wouldn't be doing this would anybody?

Some information from the above PBS video:
The video shows the data center plant in thermal imaging, you see the tremendous amount of heat they are using.
A lot of secrecies happen with these centers.
Approx. at 12:24 minutes- The companies building these data centers almost always promise that they'll use renewable or nuclear energy when they announce their projects. When you look at the data most of what's being built right now is powered by natural gas. It said it'll be at least 2028 before renewable powered A1. Nuclear at least a decade or more away. These fossil fuel powered facilities generate fine particulate matter. Widely understood to be detrimental to human health.
Approx. 16:34 minutes- They rely on a quick approval process for permits in the beginning, then they go for bigger permits once they're there. This strategy enables the center to get a foothold in the communities without public input. Small first, bigger latter so it makes it impossible to stop them later.
Approx. at 18 minutes- Massive amounts of air pollution. Creating health impacts like respiratory, cardiovascular, children and elderly with asthma are affected.
Approx. 19 minutes- So much unseen in these operations, are their permits appropriate? Are private energy grids sufficiently regulated for safety and pollution?

My personal thoughts:
To be fair, since this will affect all of Dubuque. All city and county residents of Dubuque should be able to vote on whether or not we let large data centers in. It's not fair if just selected groups get to determine what will impact all of our city and county's current and future residents.

Two things people need to survive is clean water and air, let's not mess with this.

This quote from a person at the Palo, IA council meeting I watched says a lot. "We can not drink data and we can't eat money."

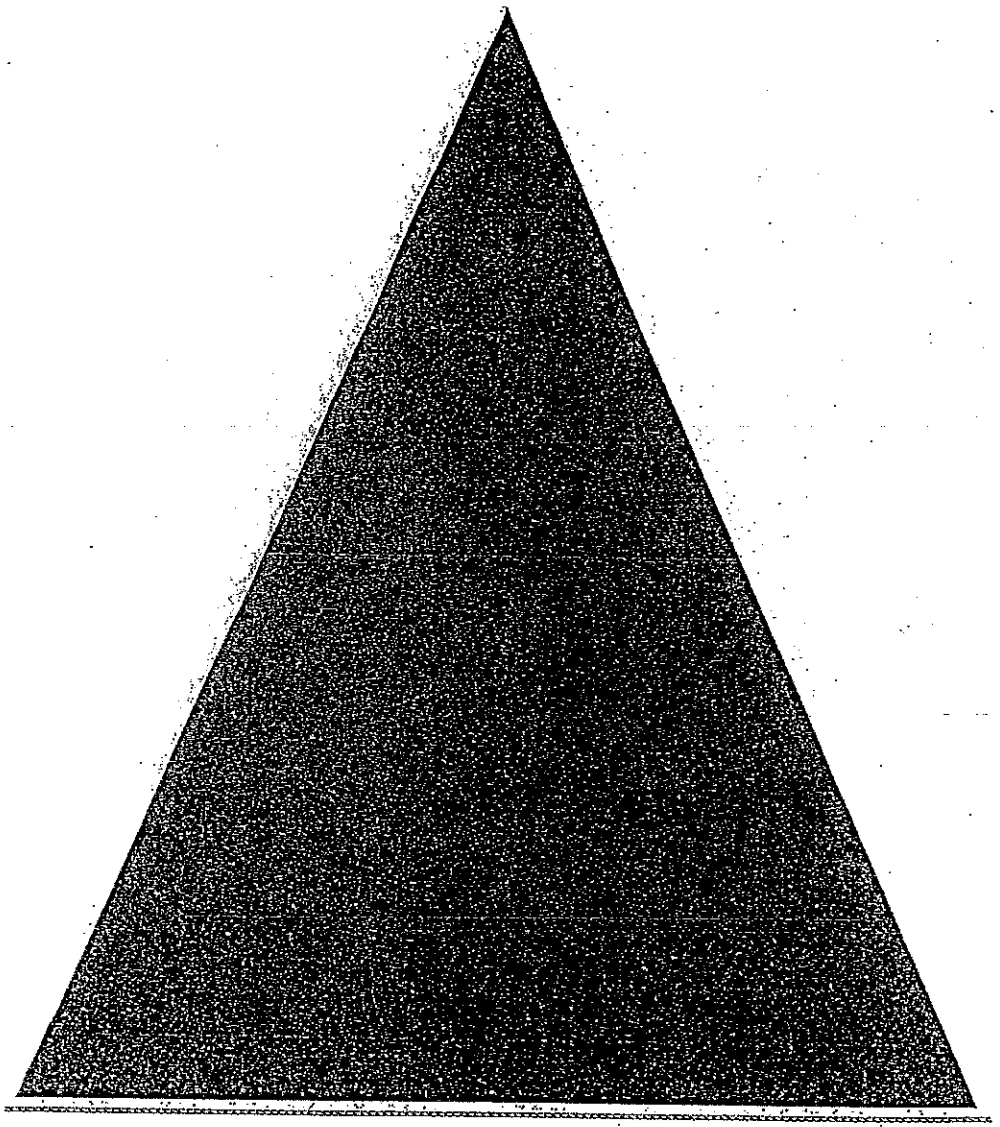
If you still choose to let a data center come…make sure there are a lot of ordinances such as;
*Water Use and Efficiency Studies need to be done.
Don't let them use fresh drinking water. (fwpcoa.org) Amazon Web Services announced in 2023 that 20 of its data centers are cooling with purified wastewater instead of potable water. After cycling through the cooling system, this water is sent back to the treatment plant to be cleaned and reused again.
Microsoft has developed a "zero-water" cooling design for its next-generation data centers. It utilizes a closed-loop system and chip-level cooling, the system is filled during construction and continually recirculates the coolant without the evaporation. Although, I read the internal is closed loop and the external still evaporates a huge amount of water.
*Have a limit to how many gallons of water a day the site can use. Water shuts off after that limit is reached. No fines, money isn't an object for them.
*Block them from passing the cost of a huge electrical grid and substation upgrades on to Dubuque residents.
*Set noise and light boundaries before one comes.
*Community protection; Decommissioning Bonds: make the developers post financial bonds or escrow funds to cover the costs of facility removal and site restoration when the data center eventually closes.
*No tax incentives, they are already knocking down our door wanting to come here. Money is endless for these companies. The "One, Big, Beautiful Bill", allows data centers to fully write off the cost of capital equipment, in the very first year they are placed in service.
*Grid Impact and Power Studies will need to be done at their cost.

Researching I found a lot of negatives. Positive's, I'm still searching. I originally thought about the new construction jobs. Then I learned that a lot of the workers are from out of state and it only takes 12 to 18 months to build these centers.

Let's not make major mistakes we can never change. All because we didn't wait and learn from other communities' mistakes. Technology changes so quickly, if we wait things will be more environmentally friendly in future years. "Good things come to those who wait." Please say, NO to any large data center in Dubuque. Long term health concerns to our people and animals are a huge concern.

Thank you for your time in reading this letter.

Sincerely,
Kim Veach
12216 English Mill Road
Dubuque, IA 52003



Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, August 9, 2026 2:02 PM
To: Adrienne Breitfelder
Subject: Activity has been posted on Service Request #233717 (Contact City Council) - Dubuque, IA

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Dubuque, IA

Activity was posted on service request ID 233717.

Activity Details	
Date/Time	8/9/2026 2:02 PM
User	rose klein
Comments	NO DATA CENTERS IN DUBUQUE COUNTY

Service Request Details	
ID	233717
Date/Time	8/9/2026 2:00 PM
Type	Contact City Council
Address	460 MAPLEWOOD CT, Dubuque
Comments	Data cenetrs

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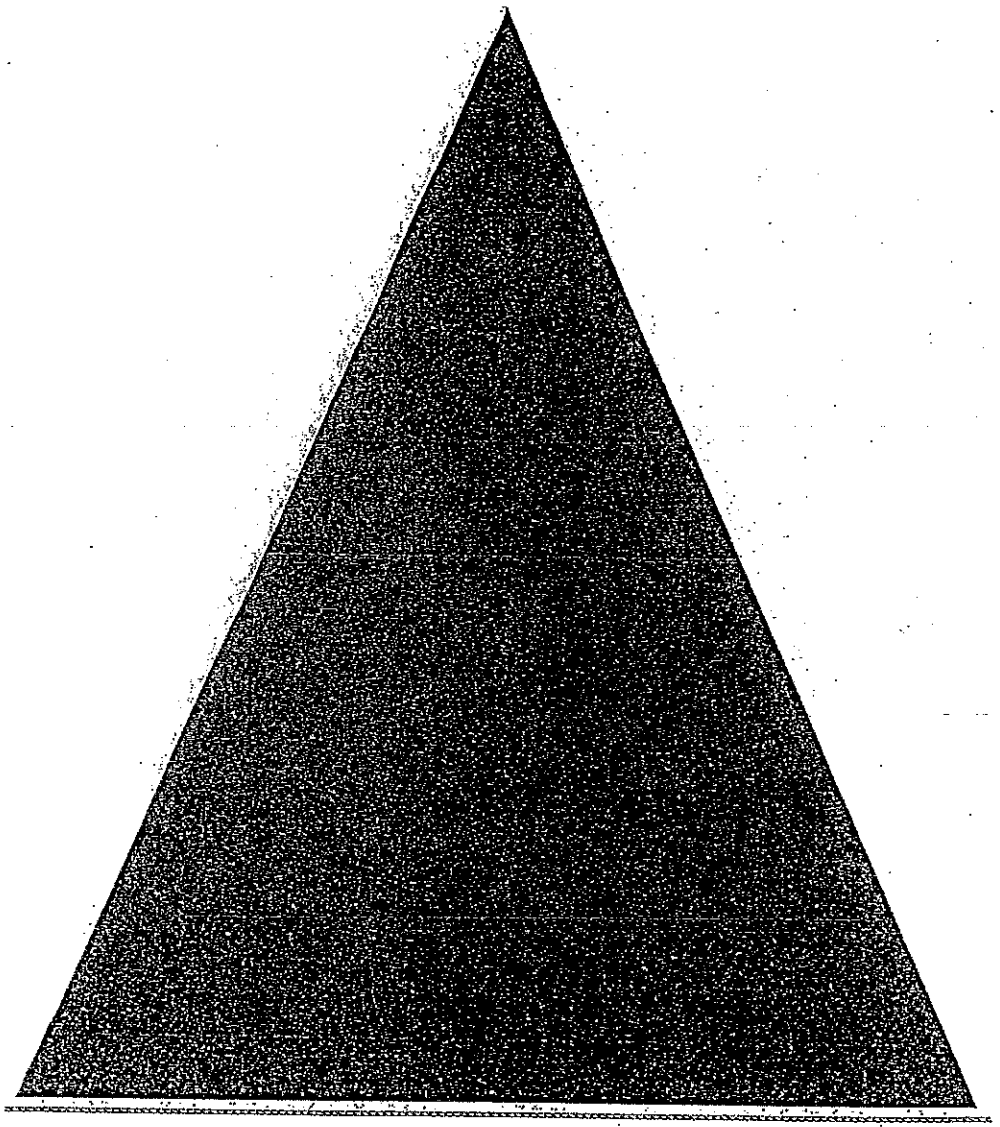
Dubuque, IA



Adrienne Breitfelder

From: Ric Jones <ric@ricjones.com>
Sent: Wednesday, August 12, 2026 4:53 PM
To: Brad Cavanagh; David T. Resnick; Laura Roussell; Chris Staver; Tyson Leyendecker; Danny Sprank
Cc: Mike Van Milligen; Crenna Brumwell; Adrienne Breitfelder
Subject: Data Center discussion. My nickel's worth

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Hello friends,

I haven't weighed in on the data center discussion yet, so here goes.

The link below is to an excellent article from the Los Angeles Times that parallels my views and likely says so better.

My bottom line:

The rapidly expanding Internet must exist somewhere and that means datacenters must exist if we want our various mouse-clicks to do anything.

Iowa law much change to require the direct benefactors of electric transmission utilities to pay the full cost of those improvements.

No pump and dump waste of potable water. Cooling must use and recycle all water.

Noise must be abated and contained to the site.

There must be a tangible public benefit.

https://www.governing.com/infrastructure/the-strategic-stakes-of-local-data-center-opposition?fbclid=IwY2xjawTpxr9wZG9mAWV4dG4DYWVtAjEwAGJyaWQRMUVEblpnSWtORU4ydWxzakdzcnRjBmFwcF9pZBAyMjIwMzkxNzg4MjAwODkyAAEeyVXBi7YayoJcjJcoNosT-tQ8j0xuVO_21k62NNC2nChf7Q_zZH8yvG9746g_aem_Ay0OWbTyaTPTnj3H6XsqxA

Ric Jones, NRP (Ret.)
Emergency Medicine Educator
Musician
Associate Treasurer, Kiwanis Club of Dubuque Foundation

Quartermaster, East Dubuque Drum & Bugle Corps

563.543.6527

1270 Dunleith Court
Dubuque, Iowa 52003-8508

"History, despite its wrenching pain, cannot be unlived, but if faced with courage, need not be lived again." - Maya Angelou

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August 17, 2026

City of Dubuque
City Council

PROCLAMATIONS # 1.

ITEM TITLE:	Nathaniel and Charlotte Morgan Peace Week (September 1 - 6, 2026)
SUMMARY:	On behalf of the Nathaniel Morgan Memorial Committee.
SUGGUESTED DISPOSITION:	

ATTACHMENTS:

1. 26_08_17 Nathaniel and Charlotte Morgan Peace Week

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, the City of Dubuque and local historians have committed to uncovering the history of all Dubuquers in an effort to tell a more complete story of Dubuque; and

WHEREAS, Nathaniel and Charlotte Morgan were among the pioneers of Dubuque and contributed to its growth by working hard, purchasing the first platted lot (Lot 1), owning a home, supporting Dubuque's first Protestant church, and persevering in the face of racism as African Americans in a community that practiced slavery; and

WHEREAS, the lynching of Nathaniel Morgan and the subsequent pardoning of the lynchers undermined the potential for interracial unity and peace; and

WHEREAS, members of the Nathaniel Morgan Memorial Committee (NMMC) believe that confronting our past injustice leads to learning, teaching, and building an equitable and diverse community; and

WHEREAS, members of the NMMC have, after an extensive national search, hired artist James Dinh to complete a large, public artwork to honor the lives of Nathaniel and Charlotte Morgan on the grounds of the future Dubuque Museum of Art campus; and

WHEREAS, Dubuquers increasingly make a concerted effort in the face of ignorance, indifference, and racism to build an equitable and diverse community that honors the faith, aspirations, and perseverance of our earliest Black residents; and

WHEREAS, the NMMC and other Dubuque residents maintain that in life Nathaniel and Charlotte Morgan represented the promise of a unified and peaceful interracial community and

WHEREAS, the NMMC will celebrate this rekindled promise of unity and peace in a public memorial service on September 6 at 6 pm at Mt. Carmel

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

"NATHANIEL AND CHARLOTTE MORGAN PEACE WEEK"

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 17th day of August, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by Brian Hallstoos. Accepted by members of the Nathaniel Morgan Memorial Committee.
2025: Submitted by Brian Hallstoos BHallstoos@dbq.edu. Accepted by Brian Hallstoos, Ernestine Moss, and James Busch.
2024: Submitted by Brian Hallstoos BHallstoos@dbq.edu.
2023: Submitted by Brian Hallstoos BHallstoos@dbq.edu. Accepted by: Ernestine Moss, co-Chair of the Nathaniel Morgan Memorial Committee (NMMC), Chris Happ-Olson, NMMC member, Brian Hallstoos, co-chair of the NMMC

Copyrighted
August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of August 3, 2026; Community Development Advisory Commission of June 26, 2026; Proof of Publication for City Council Proceedings of July 6 and 20, 2026 and Expenditure Reports for periods of May 1 through July 10 and July 11 through July 16, 2026.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 8 3 26 City Council Minutes
2. Proof - July 6 Proceedings
3. Proof - July 20 Proceedings
4. Proof - Expenditures 5/1-7/10
5. Proof - Expenditures July 11 - 16
6. CD Approved Minutes 6.26.26

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:15 p.m. on August 3, 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 (arrived during the first work session), 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 Iowa Senate File 2472 and Imagine Dubuque.

WORK SESSIONS
Iowa Senate File 2472 and Impacts on the City of Dubuque

Chief Financial Officer Jennifer Larson made a presentation on Iowa Senate File 2472. Larson and Van Milligen responded to questions on implementation timeframes. City Council Members shared concerns about the uncertainty surrounding how the legislation will be implemented and its outcomes.

This work session concluded at 5:56 p.m.

Imagine Dubuque Update

Planning Services Director Wally Wernimont and Assistant Planner and Imagine Dubuque Project Manager Jason Duba presented on Imagine Dubuque Implementation. In response to a question, Wernimont confirmed that staff can track visits to the Imagine Dubuque webpage and report those numbers to the Council.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:20 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 August 3, 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, 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

Roussell requested Item No. 12 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except No. 12. Seconded by Wethal. Motion carried 7-0.

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. Upon motion the documents were received and filed.

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. 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: 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. 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. 291-26 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. Eagle Point Water Treatment Plant Boiler Replacement Project - Consulting Engineering Design Services Contract Award Recommendation: City Manager recommended 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) 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. Upon motion the documents were received, filed, and approved.

6. Kohl's Department Stores #985 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 Kohl's Department Stores for their property located at 2995 NW Arterial, Parcel No. 1017426003. Upon motion the documents were received and filed.

7. Garbage Collection Assessments: Upon motion the documents were received and filed, and Resolution No. 292-26 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 was adopted.

8. Approval of 2025 City Council Proceedings: Upon motion the documents were received, filed, and approved.

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: Upon motion the documents were received and filed, and Resolution No. 293-26 Approving The Plat Of Survey For Proposed Vacated Street Right Of Way In Part Of City Lot 25A, In The City Of Dubuque, Iowa was adopted.

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. Upon motion the documents were received and filed.

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. Upon motion the documents were received, filed, and approved.

12. Recommendation for net increase in Human Resources Department of 1.0 FTE for the addition of the Workforce and Compensation Analyst position: Motion by Roussell to receive and file the documents and approve the creation of a Workforce & Compensation Analyst position as part of a Human Resources Department restructuring. Seconded by Sprank. Chief Human Resources Officer Shelley Stickfort summarized the position and the department’s long-term organizational structure goals. Van Milligen confirmed that while staff have identified current fiscal savings from staff vacancies to fund the position, funding for future fiscal years will need to be identified. Van Milligen also summarized the City Council’s prioritization of staff recruitment and retention and the resulting increase in Human Resources activities. City Council Members discussed how the expanding role of artificial intelligence (AI) might impact the position and the budget process used to evaluate additions to staffing. Motion carried 5-2 with Wethal and Leyendecker voting nay.

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings for August 17, 2026, beginning at 6:30 p.m. in the Historic Federal Building. Seconded by Leyendecker. Motion carried 7-0.

1. JFK Water Tower Interior Piping and Expansion Joint Replacement Project - Set a Public Hearing and Initiate Public Bidding: Upon motion the documents were received and filed and Resolution No. 294-26 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 was adopted, therefore setting a public hearing.

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: Upon motion the documents were received and filed and Resolution No. 295-26 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 was adopted, therefore setting a public hearing.

3. Greeley Street Utility Reconstruction Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 296-26 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 was adopted, therefore setting a public hearing.

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: Upon motion the documents were received and filed and Resolution No. 297-26 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 was adopted, therefore setting a public hearing.

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. 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).

2. Transit Advisory Board: 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

1. Communications Facility License Agreement: NCWPCS MPL 29 - Year Sites Tower Holdings LLC (Louis Murphy Park Cell Tower): Motion by Resnick to receive and file the documents and adopt Resolution No. 298-26 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. Seconded by Sprank. Motion carried 7-0.

2. Dubuque Fire Headquarters Bunkroom Remodel Project: Motion by Wethal to receive and file the documents and adopt Resolution No. 299-26 Dubuque Fire Headquarters Bunkroom Remodel Project Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Sprank. In response to a question, Van Milligen and Fire Chief Amy Scheller confirmed that although the department is currently conducting a facilities evaluation, Fire Headquarters will remain at its present location. Motion carried 7-0.

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: Motion by Resnick to receive and file the documents and adopt Resolution No. 300-26 Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement. Seconded by Wethal. Motion carried 7-0.

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: Motion by Wethal to receive and file the documents and adopt Resolution No. 301-26 Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement. Seconded by Roussell. Van Milligen clarified that the project involves replacement of the existing control system as part of routine maintenance and is unrelated to the previous explosion at the facility. Motion carried 7-0.

PUBLIC INPUT

Lincoln Elementary School Principal Megan Elsinger, 555 Nevada St., spoke in support of Action Item No. 2, summarizing the need to convert the street to one-way.

Carolyn Kelley, of Dubuque Forward, 900 Jackson St., thanked the City for its support in lighting the Town Clock and shared that the organization is interested in engaging with the City regarding Action Item No. 3.

Jean McDonald, 3120 Eagle Point Dr.; Jane Schmidt, 1377 Wood St.; and Leonard Dress, 541 Groveland Pl., summarized concerns with Eagle Point Park and requested it become a City Council priority.

Nino Erba, 180 W. 15th St. Apt. 306, emphasized the Data Center Information & Community Input Report Work Session be adequately publicized as a session occurring before the regular City Council meeting.

ACTION ITEMS

1. FY27 Dubuque Regional Humane Society Contracted Services Agreement and Negotiations: Motion by Resnick to receive and file the documents and 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. Seconded by Roussell. Public Health Director Mary Rose Corrigan summarized

the history of the City's contract with the Humane Society and outlined potential options for housing and impounding stray, abandoned, lost, or held animals should the City discontinue that service with the Humane Society. She also noted that staff can review how other cities manage similar needs. City Council members expressed the need for a broader discussion on the issue. Motion carried 7-0.

2. Nevada St. One-Way Pilot Conversion between Forest Ln. and W. 5th St. adjacent to Lincoln Elementary School: 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 Leyendecker. City Engineer Gus Psihoyos explained that the one-way conversion had previously been implemented as a pilot and that the proposed ordinance would make the change permanent. He also noted that staff can install speed counters at intersections near the school to assess whether speeding is occurring and can review available speed-control alert options. Principal Elsinger added that crossing guards are stationed at the intersection of W. 5th Street and Nevada to enhance safety. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 31-26 Amending City Of Dubuque Code Of Ordinances Title 9 Motor Vehicles And Traffic, Chapter 7 Operation, Section 321.305 One-Way Streets. Seconded by Leyendecker. Motion carried 7-0.

3. Downtown Master Plan Update Request for Proposals (RFP): Motion by Wethal to receive and file the documents and adopt Resolution No. 302-26 Authorizing The Release And Posting Of The Request For Proposals For The Downtown Master Plan Update, City Of Dubuque, Iowa. Seconded by Sprank. Planning Services Director Wally Wernimont summarized the purpose of the plan along with its boundaries and proposed timeline. City Council Members commented on the timeline, offering suggestions that ranged from confirming with the selected consultant whether the proposed schedule is realistic to postponing the RFP process until several ongoing downtown projects are completed. City Council Members also emphasized the importance of leveraging other plans, partnering with stakeholders, and incorporating community input. Motion carried 6-1 with Staver voting nay.

4. Opportunity Zone 2.0 Application Submission: Motion by Resnick to receive and file the documents and approve submission of an application for Opportunity Zone 2.0 designation through the Opportunity Iowa program, administered by the Iowa Economic Development Authority (IEDA). Seconded by Wethal. Motion carried 7-0.

5. Work Session Request: Data Center Information & Community Input Report: Motion by Resnick to receive and file the documents and schedule the work session for August 17, 2026, at 5:15 pm. Seconded by Sprank. City Council Members clarified that the session will not include a public comment period and is intended to review the collection of previous input received on data centers. Motion carried 7-0.

6. Work Session Request: Parks and Recreation Aquatic Facility Study: Motion by Roussell to receive and file the documents and schedule the work session for September 21, 2026, at 5:30 p.m. Seconded by Resnick. Motion carried 7-0.

7. Auburn Street and Custer Street Infrastructure Reconstruction Project Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Leyendecker. City staff showed 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. Motion carried 7-0.

8. Public Works Sewer Maintenance Crew Video: Motion by Roussell to receive and file the documents and view the video. Seconded by Leyendecker. City staff showed 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. Motion carried 7-0.

9. Dubuque Welcomes RAGBRAI Video: Motion by Leyendecker to receive and file the documents and view the video. Seconded by Resnick. City staff showed 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. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Roussell reported on recent and upcoming volunteer efforts with Friends of Dubuque Parks.

Wethal reported on the Dubuque Museum of Art's annual meeting and the point in time count.

Sprank reported on participating in a baseball event with special needs kids in Dyersville and the City's Data Center Public Input Sessions.

Resnick remarked that he was glad to see an emphasis on positive developments taking place.

Cavanagh reported on distributing soccer balls to members of Miracle League as part of a partnership with FIFA through the U.S. Conference of Mayors. Cavanah also reported on the Dubuque County Fair and hosting Mayor Hiroto Fujii from Minokamo, Gifu Prefecture, Japan.

CLOSED SESSION

Motion by Wethal to convene in closed session at 8:52 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Staver. 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 9:22 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:22 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/19/2026

and for which the charge is 364.21

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K. Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on July 6, 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 (attended virtually), 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 Girl's Golf Team was accepted by Coach Eric Mueller on behalf of the 2026 Class 3A State Champions Wahlert Catholic Girls Golf Team.

2. Park and Recreation Professionals Day (July 17) was accepted by Parks and Recreation Director Matt Kalcevich on behalf of the City of Dubuque Park and Recreation Professionals.

3. Park and Recreation Month (July) was accepted by Kalcevich on behalf of the City of Dubuque Park and Recreation Department.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of June 15; Community Development Advisory Commission of May 20; Historic Preservation Commission of May 27; Human Rights Commission of April 14; Resilient Community Advisory Commission of May 7; Zoning Advisory Commission of May 6; Zoning Board of Adjustment for May 28. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Corinna Lawler for vehicle damage; Dan and Beth Kennedy for property damage; Delora Belanger for property damage; Jon Roth for property damage; Kolton Nadermann for vehicle damage; Michael Knopf for vehicle damage; Michael Meyer for property damage; Patricia Haigh for property damage; Patricia James for vehicle damage; Robert and Elizabeth Leibfried for property damage; Devin Ragan 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: Patricia Haigh for property damage; Michael Knopf for vehicle damage; Corinna Lawler for vehicle damage; Michael Meyer for property damage; Kolton Nadermann 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. 258-26 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. Signed Contracts: A-1 Storage Service LLC for Vendor Service Agreement - Parks & Recreation - Storage Containers; Air Cleaning Technologies for Vendor Service Agreement-Fire Dept; American Cruise Lines for 2026 Docking Agreement; Arensdorf Construction for Public Improvement Contract - Engineering Dept - 14th Street Storm and Street Repairs; Cahoy Pump Service for Public Improvement Contract; Centrisys CNP for Vendor Service Agreement-North Centrifuge Repair WRRC; Communications Engineering Company for IT Firewall Replacement; Cornerstone Government Affairs, Inc. for Memorandum of Agreement; Dubuque County, Iowa for Lease Agreement; Dubuque Racing Association, Ltd. for Third Amendment to Lease; Eagle Point Solar, LLC for Contract - MSC Roof and HVAC Replacement Eagle Point Solar Panel Consent Letter; Eagle Point Solar, LLC for MSC Roof and HVAC Replacement Eagle Point Solar Panel Signed Form; Eagle Point Solar, LLC for Sole Source Procurement Justification Form - MSC Roof and HVAC Replacement Eagle Point Solar Panel Tear Off and Reinstall; Ehrlich Excavating Inc. for Public Improvement Contract - Engineering Dept - Kane Street Curb and Sidewalk Improvements; Five Bugles Design for GIS Site Location Analysis Agreement; HDR Engineering, Inc. for Task Order Ten - Sanitary Sewer Asset Management Plan (SSAMP) Consent Decree Assistance; Hillcrest Family Services for Lease Agreement; IMWCA (Iowa Municipalities Workers' Compensation Association for Administrative Agreement - TPA Agreement; Johnson Controls Fire Protection LP for Vendor Service Agreement - Replacement of Fire Alarm Panel at the Port of Dubuque Ramp; Legat Architects for Proposal to Provide Professional Architectural Services - Police Headquarters Space Needs Analysis and Conceptual Design Study; McDermott Excavating for Public Improvement Contract - Engineering Dept- Street Light Jackson & 11th; Origin Design Co. for Task Order 26 - FEMA BRIC Grant BCA Assistance; Origin Design Co. for Task Order 26-04 2026 FEMA BRIC Grant Design Assistance; Pigott, Inc. for Vendor Service Agreement - Sustainability Dept Office Furniture; Planet Technologies for Renewal Quote O365 SLG Subscription; Polimorphic for Order form - Subscription for Connect Platform- Communication Automation; Portzen Construction, Inc. for Public Improvement Contract - Engineering Dept - Asbury, Carter Chaney Traffic Signal Project; Runde Electric LLC for Vendor Service Agreement-Parks & Recreation - Five Flags Theater Fire Escape Light Fixture Replacement; Strand Associates for Task Order 26-07 2026 FEMA BRIC Grant BCA Assistance; Strand Associates for Task Order 26-08 2026 FEMA BRIC Grant Design Assistance; Temperley Excavating Inc. for Public Improvement Contract - Engineering Dept - Levi & Sullivan Storm Sewer Extension Project; Tschiggfrie Excavating Co. for Public Improvement Contract - Engineering Dept North Schmitt Island Collection system Project Contract #2; WHKS & Co. for Task Order 30 - 17th/Locust FEMA BRIC Grant BCA Assistance WHKS; WHKS & Co. for Task Order 31 - 17th/Locust FEMA BRIC Grant Design Assistance WHKS Task Order. Upon motion the documents were received and filed.

6. 2026 Hairball Productions LLC Pyrotechnics Permit: City Manager recommended approval to issue a pyrotechnic permit to Hairball Productions LLC for the pyrotechnics display on July 10, 2026, at Q Casino at the Back Waters Amp. Upon motion the documents were received, filed, and approved.

7. FY 2027 Arts & Culture Operating Support Grant Funding

Recommendation: City Manager recommended concurrence with the Arts & Cultural Affairs Advisory Commission (Arts Commission) for the recommended recipients Bell Tower Theater, Bluff Strokes Art Center, Colts Youth Organization, Creative Adventure Lab, Inc., Dubuque Arts Council, Dubuque Chapter of SPEBSQSA / Music Men Barbershop Chorus, Dubuque Chorale, Dubuque County Fine Arts Society, Dubuque County Historical Society, Dubuque Museum of Art, Dubuque Symphony Orchestra, Fly-By-Night Productions, Julien Dubuque International Film Festival, Key City Creative Center, Northeast Iowa School of Music, Rising Star Theatre Company, The Grand Opera House, and Voices Productions along with the funding levels of the FY2026 Arts & Culture Operating Support grant applicants. Upon motion the documents were received, filed, and approved.

8. FY 2027 Arts & Culture Capacity Building Grant Funding Recommendation: City Manager recommended concurrence with Arts & Cultural Affairs Advisory Commission granting the recommended recipients and funding levels listed for the FY2027 Arts & Culture Capacity Building grant applicants: Dubuque Museum of Art, Dubuque County Fine Arts Society, Bluff Strokes Art Center, Dubuque Arts Council, Dubuque Symphony Orchestra, Northeast Iowa School of Music. Upon motion the documents were received, filed, and approved.

9. Road Salt Deicer Purchase for the Winter Season 2026-2027: Upon motion the documents were received and filed, and Resolution No. 259-26 Awarding Road Deicer Salt Contract for the City of Dubuque was adopted.

10. Eagle Point Park Water Tower Deconstruction Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 260-26 Accepting the Eagle Point Park Water Tower Deconstruction Project and Authorizing Final Payment to the Contractor was adopted.

11. Radford Road Water Main Creek Crossing Improvement Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 261-26 Accepting the Radford Road Water Main Creek Crossing Improvement Project and Authorizing Final Payment to the Contractor was adopted.

12. FY26 Citizen Participation Plan Amendment: Upon motion the documents were received and filed, and Resolution No. 262-26 Adopting the Amendment of the Citizen Participation Plan For The Community Development Block Grant Program was adopted.

13. Community Development Block Grant FY2026 Annual Action Plan Non- Substantial Amendment #3: Upon motion the documents were received and filed, and Resolution No. 263-26 Adopting the Fiscal Year 2026 (Program Year 2025) Community Development Block Grant (CDBG) Annual Action Plan Non-Substantial Amendment #3 was adopted.

14. Approval of Retail Tobacco Permit and Device Retailer Permit Applications: Upon motion the documents were received and filed, and Resolution No. 264-26 Approving Applications For Retail Tobacco And Device Retailer Permits, As Applicable And 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. Sale of City-Owned Property at 2527 Washington St.: Upon motion the documents were received and filed and Resolution No. 265-26 Intent to Dispose of an Interest in City of Dubuque

Real Estate to Jacob F. Bedtka, Setting a Time and Place for Hearing 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 July 20, 2026, in the Historic Federal Building.

2. Sale of City-Owned Property at 821 Garfield Ave.: Upon motion the documents were received and filed and Resolution No. 266-26 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 20, 2026, in the Historic Federal Building.

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, 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 11th 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. Jensen spoke in support of her application. Breitfelder noted that Steuer submitted written input in support of her application.

2. Human Rights Commission: One, 3-Year term through January 1, 2027 (Vacant term of Cain-Watson). Applicant: Anthony Allen, 687 Alpine St.

3. Park and Recreation Advisory Commission: One, 3-Year term through June 30, 2029 (Vacant term of Ochoa). Applicant: Carly Hermann, 641 Kane St. Breitfelder noted that Hermann submitted written input in support of her application.

4. Resilient Community Advisory Commission: Two, 3-Year terms through July 1, 2029 (Expiring At-Large terms of Jayawickrama and McDermott); One, Cross Representative term (Expiring term of Kennicker) whose term will coincide with the term on the original appointed board or commission. 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. Kennicker spoke in support of her application.

5. Zoning Advisory Commission: One, 3-Year term through July 1, 2029 (Vacant term of Lohrmann). Applicant: Kaitlyn Neises-Mocanu, 1846 North Main St.

PUBLIC HEARINGS

1. Approving the Consent to the Assignment of the Development Agreement with Gronen Development, Inc. to 5th & Main, LLC: Motion by Resnick to receive and file the documents and adopt Resolution No. 267-26 Approving the Consent to an Assignment of Development Agreement by and between the City of Dubuque and Gronen Development, Inc. to 5th & Main, LLC. Seconded by Sprank. Motion carried 6-0 with abstention from Leyendecker.

2. Well No. 7 Rehabilitation - Phase 3 Project: Motion by Resnick to receive and file the documents and adopt Resolution No. 268-26 Well No. 7 Rehabilitation - Phase 3 Project - Approval of Plans, Specifications, Form of Contract, and

Estimated Cost. Seconded by Wethal. Motion carried 7-0.

3. Kinseth Hospitality Company, Inc. Development Agreement Second Amendment: Motion by Wethal to receive and file the documents and adopt Resolution No. 269-26 Approving the Second Amendment to Development Agreement by and between the City of Dubuque, Iowa and Kinseth Hospitality Company, Inc. Seconded by Roussell. Ben Kinseth, Executive Vice President of Kinseth Hospitality Company, Inc., spoke about the factors resulting in the proposed development agreement amendment. Breitfelder stated that written input was received from Jason White, Greater Dubuque Development President and CEO; Dan Walsh, 1219 Arrowhead Dr., and Kinseth. Economic Development Director Jill Connors, Kinseth, and Van Milligen responded to questions about geotech reports, the necessity of additional hotels in the Port of Dubuque, the hotel/motel tax, and the Port of Dubuque Review Committee. City Council Members emphasized the need for additional hotels, especially in the Port of Dubuque. Motion carried 7-0.

4. Issuance of Not to Exceed $50,000 Water Revenue Capital Loan Notes Planning and Design Loan (State Revolving Loan Fund Program) Lead Water Main Replacement Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 270-26 Taking Additional Action with Respect to a Water Revenue Loan and Disbursement Agreement and Authorizing, Approving and Securing the Payment of a $50,000 Water Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement). Seconded by Sprank. Motion carried 7-0.

PUBLIC INPUT

Sister Nancy Mueller, 2290 Windsor; Sister Richelle Friedman, 1006 Boyer St., and Dave Heiar, 805 Carriage Hill Dr., all spoke in reference to a letter sent to the City Council from the Building Bridges Coalition that advocated for the City to abstain from using its automatic license plate reader system to target and disclose immigrant enforcement actions to other agencies.

Trish Moore, HACAP County Coordinator, provided an overview of HACAPs services.

Brooklyn Williams, 250 W. 6th St. Apt. 501, provided input regarding the community.

ACTION ITEMS

1. Financial Assistance Programs Eligibility Form for Improving Access to Financial Assistance Programs: Motion by Sprank to receive and file the documents and hear the presentation. Seconded by Resnick. Community Diversion and Prevention Coordinator Miranda Redmon made a presentation. In response to questions, Redmon and Van Milligen shared how to identify department contact information. City Council Members praised the form. Motion carried 7-0.

2. Private Lead Service Line Replacement Pilot Program - Phase 2 - Award Construction Contract: Motion by Sprank to receive and file the documents and adopt Resolution No. 271-26 Awarding Contract for the Lead Service Line Replacement - Phase 2 Project. Seconded by Roussell. Water Project Supervisor Eldon Schneider responded to a question regarding the project loan and its carryover restrictions. Motion carried 7-0.

3. Fiscal Year 2027 Dollars and Cents Brochure: Motion by Roussell to receive and file the documents. Seconded by Wethal. Van Milligen summarized the budget process. City

Council Members praised the publication and suggested that future versions include a link to the Financial Assistance Programs Eligibility Form. Motion carried 7-0.

4. Dubuque Severe Weather Response and Recovery Efforts Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Roussell. Staff showed a video of the Citys response to serve weather on June 10, 2026, which can be seen at https://youtu.be/besBfdh3Itc?si = 7rDVKn17Wm_9vpGH. Motion carried 7-0.

5. 2026 Free Playground Explorations Program Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Sprank. Staff showed a video of the Citys free Playground Explorations Program. The video can be seen at https://youtu.be/v_pI0qTpuKs?si = ov1urHHsUrsmXa5E. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Wethal reported on touring the Dubuque YMCA Childcare Centers Bright Minds Campus and the Citys 911 Center.

Roussell reported on the Friends of Dubuque Parks clean up event at Eagle Point Park, the groundbreaking event for the 5th and Main project, the Wanderwood Gardens Ribbon Cutting, the Juneteenth event, board meetings for Greater Dubuque Development Corporation, Dubuque Main Street, HACAP, and Friends of Dubuque Parks, and volunteering at Hill Street Orchard.

Resnick reported on the Juneteenth event, the groundbreaking event at the Dubuque Industrial Center, a Dubuque Forward meeting, the upcoming event for the lighting of the Town Clock, and a recent trip to Boston.

Cavanagh reported on the ribbon cutting for the Back Waters Amphitheater, the upcoming camping weekend for RAGBRAI, and the Youth National Pool Championships at the Grand River Center.

CLOSED SESSION

Motion by Wethal to convene in closed session at 8:21 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 10:14 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:14 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 7/19

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/29/2026

and for which the charge is 486.01

Kathy Goetzinger

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

this 29th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:00 p.m. on 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 Citys completion of the FDAs 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 Corporations (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 wifes 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 11th 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 NICCs Board of Trustees, thanking the City Council for their approval of Consent Item No. 8 and summarized NICCs current and upcoming renovations.

Rob McDonald, 3399 Eagle Point Dr., spoke about the Citys 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 Councils 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 grants 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 staffs 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 OBrien responded to questions about the rooftop solar panels, noting that they were not the cause of the roofs 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 organizations 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
1t 7/29

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 905.97

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K. Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

CITY OF DUBUQUE, IOWA
05/01/2026-07/10/2026
EXPENDITURES BY PURPOSE AND VENDOR
Vendor, Description, Amount;
1000BULBS.COM, Green Corps Program Materials, $602.94;
1800TSHIRTS, Special events - pop up cooling stations,
7,746.00; 1PASSWORD, Password manager for staff CAN74632,
1,538.80; 1ST AYD CORP, Janitorial Supplies - JOTC Garage,
327.82; 3C PAYMENT USA CORP, FY26 PARK ACH FEES, 249.26; 3CMA,
Annual Membership, 1,160.00; 4 STATE TRUCKS WEB, 1941# - LED
AIR GUARD TIRE PRESSURE MONITORING STE, 126.53; 563 DESIGN
PLLC, Annex Remodel consultant, 3,443.75; 7G DISTRIBUTING LLC,
Alcohol purchase recreation, 13,720.30; A & G ELECTRIC,
Reimbursement for Permit E26-000062, 40.00; A & G ELECTRIC
COMPA, Reimbursement for Permit E26-000147, 1,201.60; A & G
ELECTRIC COMPA, Reimbursement for Permit E26-000148, 537.60; A
& G ELECTRIC COMPA, Run New Wire to Kiosk at Iowa St Ramp,
212.50; A M LEONARD INC, EZ REACH PICKERS FOR STAFF, 540.96; A
M LEONARD INC, TREE PLANTING SUPPLIES, 2,211.30; A&G ELECTRIC,
Reimbursement for Permit E26-000220, 40.00; A-1 CRANE RENTAL &
M, Crane Svc for the WRRC - FY26, 660.00; A-1 MOBILE STORAGE
S, STORAGE CONTAINER FOR BRANCHING OUT DBQ, 350.00; AARON
DOUGLAS, TREE REMOVAL, 2,000.00; AARON DOUGLAS, TREE REMOVAL
CLARKE DRIVE, 1,000.00; AARON DOUGLAS, TREE REMOVAL EAGLE
POINT PARK, 7,500.00; AARON DOUGLAS, TREE REMOVAL-1504 JACKSON
ST, 1,000.00; AARON DOUGLAS, TREE REMOVAL-HILLSIDE, 2,800.00;
Aaron Lynn Healey, AFTERSCHOOL SPORTS-TRACK, 385.00; ABC
SUPPLY - 196 , ROOFING FOR TRI-STATE VIEW PAVILION AT EPP,
529.42; ABC SUPPLY - 196 , SHINGLES AND TAR PAPER FOR
BERGFELD PAVILION ROOF, 1,813.83; Abigale David, AFTERSCHOOL
SPORTS-TRACK, 600.00; ABRA AUTO BODY & GLA, Batteries for
Outdoor Warning Sirens, 2,758.00; ABRA AUTO BODY & GLA, Escrow
Disbursement, 7,961.61; ACCESS TECHNOLOGIES, FY26 Copy and
Print Costs for Malfunctions, 9,605.88; ACCESS TECHNOLOGIES,
Staples for Multifunction Machine 64044, 98.00; ACCO UNLIMITED
CORPO, CHEMICALS FOR POOLS, 11,643.48; ACCO UNLIMITED CORPO,
CONTROLLER TESTING, 145.00; ACCO UNLIMITED CORPO, POOL
CHEMICALS, 7,644.19; ACCO UNLIMITED CORPO, POOL PARTS-FLORA,
19.75; ACCO UNLIMITED CORPO, REAGENT CHEMICALS FOR POOLS,
5,085.23; ACCURATE ANALYTICAL, 440 W Locust St - Dust Wipes -
EBL Case, 104.00; ACCURATE ANALYTICAL, 440 W Locust St. - EBL
- Dust Wipe Testing LHH24, 208.00; ACE CONSTRUCTION - DUBUQUE,
LLC, ACE CONDEMNATION, 22,000.00; ACUSHNET COMPANY, Golf Ball
Stock, 256.00; ACUSHNET COMPANY , Golf Balls for Stock,
1,136.99; ACUSHNET COMPANY, Pro Shop Custom Order for
Customer, 536.00; ACUSHNET COMPANY, Pro shop Refund, 285.00;
ACUSHNET COMPANY, Pro Shop Special ORder, 66.00; ACUSHNET
COMPANY, pro shop supplies, 369.09; ACUSHNET COMPANY, Pro shop
supplies return, (270.00); AD STARR, McAleece Concessions,
560.00; ADDOCO INC, MULCH FOR GREENHOUSE AREAS, 6,888.00;
ADDOCO INC, MULCH FOR PARK AREAS, 1,147.00; ADDOCO INC, MULCH
FOR UPPER BEE BRANCH, 475.00; ADDOCO INC, PLAYGROUND MATS &
MULCH FOR VARIOUS AREAS, 3,114.00; Addy Schober, FY26
RECREATION CLASS INSTRUCTOR, 584.00; ADOBE SYSTEMS INC, Adobe
CC for MakerSpace devices, 508.67; ADOBE SYSTEMS INC, Adobe
CC, acrobat, and audition for staff use, 803.64; ADOBE SYSTEMS
INC, Adobe Reader Software, 31.79; ADOBE SYSTEMS INC, adobe
subscription, 254.27; ADOBE SYSTEMS INC, License software

HD04564517427CUS, 31.79; ADOBE SYSTEMS INC, License software HD045651727CUS, 31.79; ADOBE SYSTEMS INC, Refund for taxes charges 3402928114, (28.79); ADOBOS MEXICAN GRILL, AmeriCorps Orientation Meal, 197.60; ADORAMA INC., Equip purchd as part of PEG Access Channel Op Equi, 171.00; ADVANCE DESIGNS, AQUATICS STAFF SHIRTS, 779.79; ADVANCE DESIGNS, HI VIS VESTS FOR STAFF, 231.88; ADVANCE DESIGNS, SHIRTS FOR STAFF, 1,130.75; ADVANCE DESIGNS, STAFF SHIRTS TO REPLACE NAME OF OUR DEPARTMENT, 1,379.66; ADVANCE DESIGNS, SWEATSHIRTS FOR FT STAFF, 876.34; ADVANCE STORES CO, 1913# - BATTERY - 5/1/2026, 44.21; ADVANCE STORES CO, WIRE PLUG FOR #4474, 35.83; ADVANTAGE SHEET META, BOILER REPLACEMENT-BUNKER HILL, 7,675.00; ADVANTAGE SHEET META, Fed Bldg HVAC Services, 5,025.00; ADVANTAGE SHEET META, HVAC Repairs to JOTC 12/15, 1/29, 2/6, 577.50; ADVANTAGE SHEET META, HVAC Service Call City Hall, 5,714.75; ADVANTAGE SHEET META, HVAC Service CH Annex, 367.50; ADVANTAGE SHEET META, HVAC Service Fed Bldg, 420.00; ADVANTAGE SHEET META, HVAC Services Fed Bldg, 1,554.25; ADVANTAGE SHEET META, RELOCATE CONDENSER AT BUNKER, 2,516.25; ADVANTAGE SHEET META, SERVICE CALL PARKS MAINT, 210.00; AECOM TECHNICAL SERV, B2E2 (705) RAISE Planning Grant Design Services, 47,068.19; AED SUPERSTORE, AED PADS FOR TREE CREW, MAINT SHOP AND PATROL TRUC, 948.00; AERO SPECIALTIES-ONL, Fuel Hose, 365.74; AHLERS & COONEY PC, 910969 General, 315.00; AHLERS & COONEY PC, 912489 Environmental, 430.00; AHLERS & COONEY PC, 913485 Environmental, 310.00; AHLERS & COONEY PC, 913589 General, 1,728.00; AHLERS & COONEY PC, 913987 Urban Renewal General, 1,620.00; AHLERS & COONEY PC, 915070 General, 1,393.20; AHLERS & COONEY PC, 915071 BRD Three, LLC, 533.00; AHLERS & COONEY PC, BRD Three, LLC Contract Matter, 4,954.00; AHMANN'S LAWN CARE I, LAWN CARE AT MCCOY LOT, 340.00; AHMANN'S LAWN CARE I, MCCOY LAWN CARE, 255.00; AIRBNB * HM5RDQJPBZ, Air BNB for new officers in Cedar Rapids Academy, 2,832.75; AIRBNB * HM5RDQJPBZ, Reservation for Housing for the Cedar Rapids Acade, 2,904.43; AIRGAS - NORTH SURCHARGE, Scuba tank rental, 1.92; AIRGAS LLC - NORTH N108, Cal Gas Bottles for four gas monitors, 1,357.95; AIRGAS LLC - NORTH N108, Compression washer and KT collect, 26.81; AIRGAS LLC - NORTH N108 , NITROGEN FOR WELL SAMPLING, 11.11; AIRGAS LLC - NORTH N108, Rods for melting out stuck pins on equipment, 414.01; AIRGAS LLC - NORTH N108, Safety 4 gas monitor cal gas, 1,172.72; AIRGAS LLC - NORTH N108, Safety program - calibration gas (4 gas meters), 920.00; AIRGAS LLC - NORTH N108, tank of acetylene for shop, 37.08; AIRGAS USA LLC, CO2 FOR WATER TREATMENT PROCESS, 3,127.53; AIRGAS USA LLC, FY2026 BLANKET PO ? CO2 FOR WATER TREATMENT PROCES, 8,770.49; AIRGAS USA LLC, LF-Rent Cyl Large Acetylene, Argon, Oxygen 04/30/2, 10.80; AIRGAS USA LLC, LF-Rent Cyl Large Acetylene, Argon, Oxygen 05/31/2, 11.16; AIRGAS USA LLC, Liquid Oxygen for the WRRC - FY26, 125,540.53; AIRGAS USA LLC, Medical Oxygen for Ambulances, 258.63; AIRGAS USA LLC, MONTHLY TANK RENTALS FOR WATER TRT.PROCESS, 10.98; AIRGAS USA LLC, MSC - Field Ops - Sewer - Altair Multi-Gas Detecto, 10,254.80; AIRGAS USA LLC, Shop Supplies, 65.87; AIRGAS USA LLC, Tank & Vaporizer Rental - FY26, 5,481.88; AIRGAS USA LLC, Tank rental for oxygen-dive team, 1.92; AIRPORT HOLIDAY INN, Corrigan hotel. Public Health Conference of Iowa 4,133.28; AIRPORT HOLIDAY INN, Hotel Stay for IMFOA Conference for Trish Gleason, 356.16; AIRPORT HOLIDAY INN, Link Hotel Public Health Conference of Iowa 4/7/26, 266.56; AIRPORT HOLIDAY INN,

Murphy. Hotel. Public Health Conference of Iowa 4/, 266.56; AJGX3, Screen Printing on Uniforms, 8,440.00; ALDI 64081, program supplies, 85.95; ALIYAH BAILEY, FSS DISBURSEMENT, 4,009.94; Alizaya Silker , AFTERSCHOOL SPORTS-TRACK, 385.00; A-L-L EQUIPMENT, AIR COMPRESSOR REPAIRS/SERVICE, 669.10; A-L-L EQUIPMENT, PUMP REPAIR PARTS, 255.77; A-L-L EQUIPMENT, Service WRRC Air Compressors - FY26, 558.25; ALL SEASONS HEATING, FBO Air Conditioner, 610.00; ALL SEASONS HEATING, LF- Replace Thermostat 05/12/26, 267.00; ALL SEASONS HEATING, PELICAN SYSTEM, 175.00; ALL SEASONS HEATING, Reimbursement for permit issued in error, 75.00; ALL SEASONS HEATING, Variable Frequency Drive for Exhaust Blower, 5,030.00; ALL STAR ENVIRONMENT, Asbestos Testing and Abatement, 8,350.00; ALL STAR ENVIRONMENT, City Hall 3rd Floor Asbestos Inspection, 245.00; ALLEGIANT AI73L, Huberty Airfare and car rental Gainsville FL NACA, 606.37; ALLEGNT AIR, Flights to Tyler Conference - Steffen-Smith, Selch, 810.00; Allen Media, Digital Advertising Seasonal Employee Recruitment, 1,000.00; ALLIANCE COMM MEDIA, Meetings/Conf ACN 2026 Annual Conference Registrat, 505.00; ALLIANT ENERGY, 0557811000 PORT RAMP FY26, 6,789.46; ALLIANT ENERGY, 2527 Washington St - Alliant Energy - (City Owned), 57.19; ALLIANT ENERGY, 2820 Brunswick St.-Alliant Energy (City Owned), 28.35; ALLIANT ENERGY, 514 Angella St - Alliant Energy (City Owned), 46.90; ALLIANT ENERGY, Alliant 0539621000 12th Bluff Lot FY26, 43.86; ALLIANT ENERGY, Alliant 1406331000 Intermodal Ramp FY26, 2,369.05; ALLIANT ENERGY, Alliant 1477501000 5th Bell Lot FY26, 828.16; ALLIANT ENERGY, Alliant 1522511000 5th St Ramp FY26, 3,582.96; ALLIANT ENERGY, ALLIANT 4392701000 Ramps/Lots FY26, 9,155.61; ALLIANT ENERGY, Alliant 6477860931 12th Elm Lot FY26, 180.24; ALLIANT ENERGY, Alliant Intermodal Ramp, 1,549.83; ALLIANT ENERGY, Alliant Ramps and Lots, 6,047.52; ALLIANT ENERGY, Blanket Purchase Order - Monthly Electric Service, 1,436.87; ALLIANT ENERGY, ELECTRIC BILLS FOR FY26, 29,566.60; ALLIANT ENERGY, ELECTRIC BILLS FOR FY27, 20,208.99; ALLIANT ENERGY, Electrical Service for Building, 14,724.67; ALLIANT ENERGY, Electricity for Intermodal April 26, 1,609.60; ALLIANT ENERGY, Electricity for Intermodal May 26, 1,361.15; ALLIANT ENERGY, Electricity for JOTC April 26, 1,987.45; ALLIANT ENERGY, Electricity for JOTC May 26, 1,724.89; ALLIANT ENERGY, FY 2026 Energy Costs for Various Locations, 39,443.14; ALLIANT ENERGY, FY 26 City Hall Electricity, 6,910.87; ALLIANT ENERGY, FY2026 BLANKET PO - ELECTRICITY COSTS, 128,825.86; ALLIANT ENERGY, FY26 1157 Central MFC Electricity, 3,117.94; ALLIANT ENERGY, FY26 1503 W 3rd Electric, 1,052.29; ALLIANT ENERGY, FY26 1805 Central LA Electric, 393.43; ALLIANT ENERGY, FY26 1805 Central LB Electric, 735.90; ALLIANT ENERGY, FY26 350 W 6th Electricity, 12,843.58; ALLIANT ENERGY, FY26 411 E 15th St Blum Bldg Electric, 169.47; ALLIANT ENERGY, FY26 535 E 16th, 3,251.57; ALLIANT ENERGY, FY26 Electric City Hall Annex 1300 Main, 2,100.05; ALLIANT ENERGY, FY26 Electric Traffic & Street Lights, 169,015.94; ALLIANT ENERGY, FY26 Electrical Service for 300 Main, Suite 330, 368.41; ALLIANT ENERGY, FY26 W 5th Restroom Electricity, 1,105.30; ALLIANT ENERGY, FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS, 3,150.14; ALLIANT ENERGY, FY27 - Electricity Expenses for 6 Fire Stations, 3,219.64; ALLIANT ENERGY, FY27 Electric 1503 W 3rd Communication Hut, 1,220.85; ALLIANT ENERGY, FY27 Electrical Service for 300 Main, Suite 330, 316.53; ALLIANT ENERGY, Monthly Electric Service, 6,453.12; ALLIANT ENERGY, NEW

UNDERGROUND SERVICE-COMISKEY, 2,734.26; ALLIANT ENERGY, WRRC Electrical Expense - FY26, 39,132.23; ALLIANT ENERGY, WRRC Lift Stations - Electricity Expense FY26, 34,410.42; ALTORFER INC, 3292 Paver Replacement, 536,757.00; ALTORFER INC, CAT Generator Inspection/Service, 1,944.00; ALTORFER INC, UNIT #3104 - HYDO 10W-5 - 6/2/2026, 343.23; ALTORFER INC, UNIT #540018 - EXTAPPGRS DESERTCA - 5/28/2026, 81.00; ALTORFER INC, water truck rental for HDR lift station assessment, 1,292.00; Amano McGann Inc, Amano McGann Amano One Elite Software Package, 402,414.50; Amazon Capital Servi, Large Print Books through Amazon, 496.23; Amazon Capital Servi, Maker Space restocks, tools and supplies, 1,662.41; Amazon Capital Servi, Supplies for programs, patrons, and maintenance, 1,160.00; AMAZON MARK* 2Q8HW7373, Carbon Exchange Tank and 20" Submicron Filter (inc, 360.00; AMAZON MARK* 2Q8HW7373, Checks for Accounts Payable, 360.00; AMAZON MARK* 686CL4Z33, Admin Office Supplies, 83.45; AMAZON MARK* 6U0U03BJ3, Environmental office supplies Animal Control fiel, 25.93; AMAZON MARK* 9F3KV9EZ3, Binders, 52.18; AMAZON MARK* B581F9HL1, 5-tab Binder Dividers, 21.84; AMAZON MARK* BC4OR33B1, Program materials, 59.35; AMAZON MARK* BC57Y8C02, Program materials, 47.48; AMAZON MARK* BF5ZR4HE0, Advance refund issued for Gatorade Squeeze Bottle, (45.98); AMAZON MARK* BF5ZR4HE0, Special event supplies, 417.50; AMAZON MARK* BS8VT3QB0, Ergonomic Mouse Pad, 19.99; AMAZON MARK* BV5WM1530, File folders, 15.99; AMAZON MARK* BY12Y0TR0, GIA program materials, 35.28; AMAZON MARK* JE15906R3, Sustainability Prog Materials, 23.74; AMAZON MARK* RO3MI7OZ3 , Coin envelopes for p-cards, 14.99; AMAZON MKTPL*010VB1QX3, Office Supplies - Pens, 17.67; AMAZON MKTPL*0587Y3D23, UPS Battery DLEC 1st Fl 855, 225.59; AMAZON MKTPL*065TV5X73, books 3873052, 86.25; AMAZON MKTPL*069N899Y3, Admin Office Supplies, 107.92; AMAZON MKTPL*0E7QC3TQ3, CNG GAS FOR PUBLIC WORKS TRUCK 2701, 12.72; AMAZON MKTPL*0W4KR08U3, books 3743414, 60.92; AMAZON MKTPL*101005303, mini bus tablets - tablet holder, 32.77; AMAZON MKTPL*123N00PY3, AeroShell Oil, 461.16; AMAZON MKTPL*149X94FL3, data center janitorial supplies, 110.08; AMAZON MKTPL*177PN5WL3, program supplies, 126.82; AMAZON MKTPL*178SA65L3, Pools, 47.49; AMAZON MKTPL*1991D9P93, bullietin board for flyers 5621068, 33.99; AMAZON MKTPL*1H2GO7D13, Insp. alcohol prep pads for cleaning thermometers, 5.93; AMAZON MKTPL*245CC17H3, Bags for storage of the EMS Supplies, 29.07; AMAZON MKTPL*2X4QW5CR3, Exhaust Fan Motor, 154.00; AMAZON MKTPL*2X7GZ4E83, Summer program supplies 1989837, 186.53; AMAZON MKTPL*311FA3IC3, Headset for Chris Happ Olson, 99.99; AMAZON MKTPL*311FA3IC3, Hi Vis Jacket, 99.99; AMAZON MKTPL*348OW9BJ3, Airline Tubing for BOD/CBOD testing, 10.85; AMAZON MKTPL*3874V03A3, Equipment purchased as part of the Community PEG A, 249.00; AMAZON MKTPL*3H1QW9P03, program supplies, 54.78; AMAZON MKTPL*3H6CX44S3, Legal Pads, 11.30; AMAZON MKTPL*3V0526ZM3, Cell phone and ipad data charges. Autopay May 21,, 138.00; AMAZON MKTPL*3W0N661N3, GARAGE - SAFETY GLASSES, 103.88; AMAZON MKTPL*3Y6B93TG3, , 29.39; AMAZON MKTPL*410I40GW3, program supplies, 9.89; AMAZON MKTPL*451MW9AY3, program supplies, 32.60; AMAZON MKTPL*4G4L61FG3, auger drill bit for parking sign holes, 19.99; AMAZON MKTPL*4P3FF7P43, message note pads, 53.01; AMAZON MKTPL*4R9R14OQ3, management card for battery backup in catv, 159.99; AMAZON MKTPL*4S6658NS3, McGraw Hill UPS Battery, 178.37; AMAZON MKTPL*4V0DO6I73, books 3743414, 16.59; AMAZON MKTPL*513YK6PQ3, program supplies,

119.39; AMAZON MKTPL*5B0ZY2Y03, program supplies, 40.50; AMAZON MKTPL*5G3DX62H3, items for library's circulating collection 9822649, 262.45; AMAZON MKTPL*5G7O69873, book, 13.85; AMAZON MKTPL*5X6XS2NY3, supplies for special events, 87.36; AMAZON MKTPL*6049J7DH3, Headset parts for Jenni W UB, 18.61; AMAZON MKTPL*652Y77KX3, electronic locksets for City Hall, 1,816.14; AMAZON MKTPL*6563P5AO3, WATERING CANS FOR WATER TRUCK, 112.10; AMAZON MKTPL*6902E9393, Sublimation restocks, air filter for DTF printer 1, 423.82; AMAZON MKTPL*6C23L9BP3, Headset warranty, 31.99; AMAZON MKTPL*6K33R7U63, Rulers and White Board Magnets, 37.28; AMAZON MKTPL*6N16M6P63, circulating equipment for library of things 085944, 169.00; AMAZON MKTPL*707ZM1413, CAMERA FOR STOP BOX INSPECTIONS, TAPE FOR MAILINGS, 24.99; AMAZON MKTPL*707ZM1413, CASE FOR METER TO PROTECT WHILE NOT IN USE, 24.99; AMAZON MKTPL*707ZM1413, CliftonStrengths Top 5- survey, 24.99; AMAZON MKTPL*707ZM1413, Office Supplies, 24.99; AMAZON MKTPL*707ZM1413, Replace disabled door opener button, 24.99; AMAZON MKTPL*710TQ9NL3, Mitel 6930 wireless Headset for office admin, 104.95; AMAZON MKTPL*7D5JX7MO3, Activity books 9109046, 130.99; AMAZON MKTPL*7E0NB7DB3, ID Badge Holders, 167.99; AMAZON MKTPL*7H2NM91S3, Cord needed for station 2 on the Dispatch floor, 28.90; AMAZON MKTPL*7M81D3DQ3, Supplies for 2026 Boards and Commissions Picnic, 17.99; AMAZON MKTPL*7U31Q91B3, books and items for library of things 4227458, 476.00; AMAZON MKTPL*823CB65J3, self-check mounting supplies 3193856, 37.26; AMAZON MKTPL*8I4UN2V33, supplies special events, 681.03; AMAZON MKTPL*8X2SA5CK3, Youth Sports, 108.11; AMAZON MKTPL*918GV0T83, Safety Items for Parks Shop, 328.12; AMAZON MKTPL*994TQ8P03, Spikes for Shoes, 34.76; AMAZON MKTPL*9B8N37H73, WALL CLOCK REPLACEMENT FOR GREENHOUSE, 37.95; AMAZON MKTPL*9K8ZW0LG3, Youth Sports, 436.98; AMAZON MKTPL*9N3L57RW3, 3D printer filament 1518654, 906.68; AMAZON MKTPL*9S1P527P3, supplies for special events, 302.86; AMAZON MKTPL*9X4IL0OI3, low voltage supplies city hall, 13.89; AMAZON MKTPL*A009H4HC3, Air Horn for sever weather, 49.98; AMAZON MKTPL*A009H4HC3, Facial Tissues replacement order, 49.98; AMAZON MKTPL*A46Y46CT3, materials for circulating coll. 0673031, 193.74; AMAZON MKTPL*AB6N46193, Drapes, 110.43; AMAZON MKTPL*AE7LE7H23, Office Supplies: Misc. pens, notepads, thumbtacks, 45.90; AMAZON MKTPL*AG28W8DG3, electronic locksets city hall, 1,076.95; AMAZON MKTPL*AS7K653X3, Office Supplies, 9.49; AMAZON MKTPL*AT9BZ79R3, Swiffer, 44.99; AMAZON MKTPL*AZ44R3PL3, Boots for John W - uniform, 214.95; AMAZON MKTPL*B25231T70, Name Plates, 20.99; AMAZON MKTPL*B48SS1ZG2, program equipment and supplies, 33.60; AMAZON MKTPL*B48X51M50, Kids camp supplies, 35.59; AMAZON MKTPL*B506D27V1, Admin whiteboard and 32 in Monitor for Unit 2711, 67.99; AMAZON MKTPL*B506D27V1, White Board for Luke's Office, 67.99; AMAZON MKTPL*B506L7W51, Acoustic panels to absorb sound in teen zone, 84.75; AMAZON MKTPL*B50U53Y60, Watch Your Step Stickers, 15.90; AMAZON MKTPL*B51OO61S0, Cable locks and controllers for kids programming 2, 220.34; AMAZON MKTPL*B526159Q1, Office Supplies, 16.99; AMAZON MKTPL*B52JL1SP1, Creality k2 daughter board 0426610, 226.00; AMAZON MKTPL*B53XF3GJ1, Pens, 12.26; AMAZON MKTPL*B54PO35M1, office trays, 22.67; AMAZON MKTPL*B55F467R1, STAND-OFFS NEEDED TO ELEVATE CHLORINE ANALYZER FLO, 23.07; AMAZON MKTPL*B560H35R0, Office Supplies, 90.22; AMAZON MKTPL*B585F3LD0, CMO Office Supplies, 26.99; AMAZON MKTPL*B58CQ8RD0, Admin whiteboard and 32 in Monitor for

Unit 2711, 178.66; AMAZON MKTPL*B58XW1PO0, Creality K2 Daughter Board, 2124239, 14.24; AMAZON MKTPL*B708K3XC1, the paging speakers in the admin building have an, 615.96; AMAZON MKTPL*B71M20CB1, Equipment purchased as part of the PEG Access Chan, 97.00; AMAZON MKTPL*B71ON2RL2, Mills, 174.89; AMAZON MKTPL*B71X46V81, new battery backup ups for the building 45scc cabi, 1,079.56; AMAZON MKTPL*B71ZI0HZ2, Tow Rope - Bus Maintenance, 96.99; AMAZON MKTPL*B724W3XV0, paint masking tools, 29.85; AMAZON MKTPL*B73Q23SI2, Welding Screen, 309.96; AMAZON MKTPL*B74BS4JE0, Tree crew initial fiber order, 9.46; AMAZON MKTPL*B74I23TF0, Vinyl records, protective sleeves, book, DVD 81986, 250.13; AMAZON MKTPL*B74KV0CP2, SAFETY VEST FOR TEMP STAFF, 34.85; AMAZON MKTPL*B74LR5550, Environmental office supplies Animal Control fiel, 76.53; AMAZON MKTPL*B74LR5550, HANDLE FOR WATER DISTRIBUTION EYE STATION, 76.53; AMAZON MKTPL*B754Q1MP0, Unit 4051 Refueling Tank for Lawn Mower Trailer, 710.88; AMAZON MKTPL*B75EJ47Y1, AS Ergonomic Support 4931466, 50.63; AMAZON MKTPL*B75KK9U62, Books/DVD, 35.64; AMAZON MKTPL*B764R6P31, Book 3085056, 19.32; AMAZON MKTPL*B76RG0J00, Office Supplies 7898646, 314.26; AMAZON MKTPL*B77VW5PE1, Equipment purchased as part of the PEG Access Chan, 291.00; AMAZON MKTPL*B78J27GS0, 2 air assist units and tubing for 3D printer 73066, 42.51; AMAZON MKTPL*B78UO2AI0, Book 9886663, 17.99; AMAZON MKTPL*B794T8CM1, Books 9886663, 39.98; AMAZON MKTPL*B79EX8HX2, ice machine descaler, 55.09; AMAZON MKTPL*B79Y466X2, Shazyme Grease Cleaner - JOTC, 86.48; AMAZON MKTPL*B79YP58D1, audio cables for Tac Team, 52.14; AMAZON MKTPL*B85QF2EW0, CORDLESS TRIMMERS-MOWER CREW-CORDLESS SPRAYER,FORE, 74.99; AMAZON MKTPL*B92459DE0, Dish Brushes, 9.98; AMAZON MKTPL*B94XM0V92, Safety Glasses for Ops, 30.34; AMAZON MKTPL*B96S35PQ1, Buckets, 39.90; AMAZON MKTPL*B974B1MF1, Disputing charge, 17.33; AMAZON MKTPL*B984N78D2, items to organize the environmental lab, 66.68; AMAZON MKTPL*BC0CO5JG1, Smoke extract., filters, laser shield 4581853, 313.43; AMAZON MKTPL*BC0P73JF1, 10gb ethernet modules 8708260, 151.47; AMAZON MKTPL*BC14S32L0, urinal screens, 36.49; AMAZON MKTPL*BC1IN2R32, Recreation Program Supplies, 129.20; AMAZON MKTPL*BC1PL00U1, 10GB ethernet card for server 6261069, 220.00; AMAZON MKTPL*BC1UQ32H1, Filler Cap for pressure washer, 7.99; AMAZON MKTPL*BC1UQ32H1, patch cable for servers, 7.99; AMAZON MKTPL*BC2DJ24U2, Office Supplies, 37.56; AMAZON MKTPL*BC2GT7GP1, Police Supplies, 111.00; AMAZON MKTPL*BC2HJ71R1, Household Hazardous Waste Repair Parts, 149.99; AMAZON MKTPL*BC2WU8K50, Office Supplies, 6.85; AMAZON MKTPL*BC3161KR0, Books and Supplies, 179.04; AMAZON MKTPL*BC3KC8GO1, phone mount and pens, 41.48; AMAZON MKTPL*BC4GD53S1, tire inflator and misc hardware, 259.73; AMAZON MKTPL*BC4IT48X2, BINDERS FOR BUDGET BOOKS FOR DIRECTOR AND SUPERVIS, 45.82; AMAZON MKTPL*BC5WN3HS1, WITE HOLDERS FOR STICKY TRAPS FOR INSECT TRAPPING, 45.99; AMAZON MKTPL*BC6A18KH2, Emergency Door Stops, 45.98; AMAZON MKTPL*BC74M6VS2, Switch game and office supplies, 31.63; AMAZON MKTPL*BC8DY3XE1, Office Supplies, 50.34; AMAZON MKTPL*BC8OX7TE1, painting tools, 32.48; AMAZON MKTPL*BC9S00Q92, book, 10.53; AMAZON MKTPL*BD05N8SH1, heat shrink tubing for the maintenance shop, 22.79; AMAZON MKTPL*BD06P9ML3, Printer part, high row nozzle 8143453, 35.99; AMAZON MKTPL*BD10Z2F02, Calendar, 9.99; AMAZON MKTPL*BD1MB22H1, GARAGE - OFFICE SUPPLIES - POWER SPLITTER

CORD, 45.21; AMAZON MKTPL*BD2YJ9810, Rec Admin office Supplies, 41.58; AMAZON MKTPL*BD3B70VC2, Paddle Switch and Cable, 83.54; AMAZON MKTPL*BD50W8MC0, replacement hardware, 20.99; AMAZON MKTPL*BD7NW2YQ0, Police Supplies, 6.99; AMAZON MKTPL*BD8MW1B90, Office Supplies, 178.56; AMAZON MKTPL*BE0HP0QT2, Caster Wheels, 72.67; AMAZON MKTPL*BE3VF3480, Magnets Conf Room - Office Supplies, 13.29; AMAZON MKTPL*BE81A72W0, Fuel Filters, 119.95; AMAZON MKTPL*BE8FY7XK0, Cords needed for backup room computers to complete, 270.36; AMAZON MKTPL*BE9IL5DR1, office supplies for the wrrc, 37.90; AMAZON MKTPL*BF0238F81, AED Cabinet, 75.97; AMAZON MKTPL*BF02D9T42, books 8876267, 163.27; AMAZON MKTPL*BF0M65XH1, Aquatics - Program Supplies, 99.94; AMAZON MKTPL*BF0N42PD1, Book set 0497004, 101.96; AMAZON MKTPL*BF0N42PD1, Books, 101.96; AMAZON MKTPL*BF1063EH1, toilet repair parts, 112.48; AMAZON MKTPL*BF1608J80, Air filter unit for laser engraver 0221846, 769.99; AMAZON MKTPL*BF4JV98W0, hose for landscraper to use at wrrc, 64.97; AMAZON MKTPL*BF5JU0VB2, Red Bags for Fire Prevention handouts/station tour, 58.60; AMAZON MKTPL*BF5US5V32, Windproof umbrella, 30.96; AMAZON MKTPL*BF6326NZ2, bug spray, 31.92; AMAZON MKTPL*BF6IH9ES1, Marble Polish Kit, 64.97; AMAZON MKTPL*BF6OR6FU2, book 3122663, 11.99; AMAZON MKTPL*BF77F9B40, Safety Equipment - Parks Shop, 236.55; AMAZON MKTPL*BF7FP8VA1, Book 1186656, 14.33; AMAZON MKTPL*BF7M83HK0, office supplies 4134617, 9.49; AMAZON MKTPL*BF7YN8072, Office Supplies, 9.99; AMAZON MKTPL*BF8EB1DJ1, Envelope sealers for Planning Office, 7.79; AMAZON MKTPL*BF8KX5TB2, Office Supplies, 145.98; AMAZON MKTPL*BF8XT75N1, Equipment purchased as part of the Community PEG A, 889.00; AMAZON MKTPL*BF9528H10, Equipment purchased as part of the Community PEG A, 1,531.29; AMAZON MKTPL*BF98N9GG0, GLASS AND LEATHER CLEANER FOR VEHICLE MAINTENANCE, 16.98; AMAZON MKTPL*BF98N9GG0, PPE Ear Plug Holders, 16.98; AMAZON MKTPL*BF99W2O30, Battery Charger, 55.78; AMAZON MKTPL*BF9H38LG1, Patrol supplies, 8.54; AMAZON MKTPL*BF9I76FG2, Sustainable Parks Program - Yucca Extract, 58.95; AMAZON MKTPL*BG05E99T1, Unit 2711- BNC cable and 32 in tv blue light scree, 45.58; AMAZON MKTPL*BG0A105Y1, Nintendo Switch for circulating collection, 323.80; AMAZON MKTPL*BG0KZ9L11, Office Supplies, 125.46; AMAZON MKTPL*BG0WB4HX2, Bee Branch pump house, 67.02; AMAZON MKTPL*BG0Y19EW0, Office supplies - printer toner, 202.51; AMAZON MKTPL*BG0ZD5C60, Randy Gehl iPhone Case, 17.99; AMAZON MKTPL*BG1GL7R92, Book & Supplies, 284.35; AMAZON MKTPL*BG1LU0EA2, Laminating sleeves - office supplies, 20.89; AMAZON MKTPL*BG1NO00Q0, KVM switch for landfill, 249.99; AMAZON MKTPL*BG1TL7PY1, STAFF WORK JACKET-TEMP STAFF, 36.83; AMAZON MKTPL*BG25S0I51, Office Supplies, 5.76; AMAZON MKTPL*BG2LC8HV1, under desk drawer, 75.99; AMAZON MKTPL*BG33B2GV0, Landfill Office Supplies, 98.00; AMAZON MKTPL*BG3WR5Y71, Caster Wheels, 33.99; AMAZON MKTPL*BG4K03IU0, office supplies for the wrrc, 83.72; AMAZON MKTPL*BG5481RK2, Office Supplies, 213.15; AMAZON MKTPL*BG57P7OY0, Books, 60.73; AMAZON MKTPL*BG5D12IA2, Police Supplies, 29.97; AMAZON MKTPL*BG5GL4ES1, Bee Branch pump, 159.99; AMAZON MKTPL*BG6HB9FL2, replacement fixtures, 196.00; AMAZON MKTPL*BG6N71LQ0, torque wrench, 84.90; AMAZON MKTPL*BG6RV0DP1, Waterproof cover bags for edger, 25.99; AMAZON MKTPL*BG7MX2ZO0, Intermodal - fridge fan motor, 17.99; AMAZON MKTPL*BG7TU5CG0, rotating vacuum - Parking, 25.49; AMAZON

MKTPL*BG7XY1ZH1, Tech supplies - Drone, 18.04; AMAZON MKTPL*BG7ZD2331, Office Supplies, 305.37; AMAZON MKTPL*BG8759QF0, Office Staff Supplies, 20.28; AMAZON MKTPL*BG8AO9772, CMO Office Supplies, 137.66; AMAZON MKTPL*BG8Z43C70, solar charger for concierge terminal, 27.06; AMAZON MKTPL*BG91N5CN2, printer ribbon, 187.98; AMAZON MKTPL*BG9GW4782, Office Supplies, 22.32; AMAZON MKTPL*BG9PW5OT1, pest control, 50.21; AMAZON MKTPL*BI1PP60K1, Pens, 8.05; AMAZON MKTPL*BI3KX8CD1, shazam cleaner for Wash bay, 83.99; AMAZON MKTPL*BI48I3Y60, Bottle Opener, 5.99; AMAZON MKTPL*BI7ZS2L30, Toner Cartridge, 49.58; AMAZON MKTPL*BJ03X2XD2, Book to circulate patron request 6925039, 44.73; AMAZON MKTPL*BJ12D2BM0, Office Supplies, 27.84; AMAZON MKTPL*BJ1DB4PJ0, WATER KEYS FOR DRINKING FOUNTAINS FOR VETS, 36.98; AMAZON MKTPL*BJ1IO1LE0, maintenance equip for annex, 309.01; AMAZON MKTPL*BJ3F43JS1, equip replacement feet, 13.28; AMAZON MKTPL*BJ3QD6SN1, zep timemist for Ramps, 21.99; AMAZON MKTPL*BJ3QL4GP1, cabinet protection, 40.90; AMAZON MKTPL*BJ3QM4SJ2, cleaning, papergoods for program 5873000, 231.03; AMAZON MKTPL*BJ3UI5V20, After School Programs, 30.99; AMAZON MKTPL*BJ3UI5V20, Office Supplies, 30.99; AMAZON MKTPL*BJ3UU6ID1, Laser and sublimation blank restocks 7529024, 157.98; AMAZON MKTPL*BJ45U8LS2, Office Supplies, 66.27; AMAZON MKTPL*BJ5UH5RH0, Linear motion rods, rail slides, pi screen, for se, 169.90; AMAZON MKTPL*BJ63V0NA2, wall base cleaner, 23.96; AMAZON MKTPL*BJ6DA4T41, Vent Cover for Rec and Roll Trailer, 40.27; AMAZON MKTPL*BJ6L77AR1, program supplies for 5/12 craft program 9898613, 77.31; AMAZON MKTPL*BJ6OR2CJ2, power strip, 44.13; AMAZON MKTPL*BJ6W79QF2, Carabiners for Hanging Banners, 56.99; AMAZON MKTPL*BJ6W79QF2, Net and Trash grabber and carabiners for banners, 56.99; AMAZON MKTPL*BJ74O2SD2, Office Supplies, 108.87; AMAZON MKTPL*BJ7HM1ER2, Police training supplies, 69.99; AMAZON MKTPL*BJ7MA9JE1, Radio earpieces, 71.61; AMAZON MKTPL*BJ81G06G2, Net and Trash grabber and carabiners for banners, 67.59; AMAZON MKTPL*BJ8ND97I0, Office Supplies, 31.10; AMAZON MKTPL*BJ8V26TR1, Trailer a-frame tongue jack for rec and roll trail, 94.99; AMAZON MKTPL*BJ9JE6LZ1, Cleaning Wipes, 125.13; AMAZON MKTPL*BJ9OD4FB0, maintenance equip for annex, 925.96; AMAZON MKTPL*BJ9S63NP0, CPU Mounts for Desks, 100.89; AMAZON MKTPL*BJ9TZ30C2, Conference Supplies, 26.99; AMAZON MKTPL*BP28F3052, Ethernet Supplies, 117.07; AMAZON MKTPL*BP2GP9EQ1, PC HDMI connector for laptop, 22.71; AMAZON MKTPL*BP50Y5ZC2, Receipt Paper for UB, 59.84; AMAZON MKTPL*BP8G76622, FIDO keys for staff MFA, 605.98; AMAZON MKTPL*BP8SD8YB0, Office Supplies, 34.63; AMAZON MKTPL*BS0318AG2, Supplies for Litter Cleanup Program, 829.30; AMAZON MKTPL*BS0B710U2, Book 9886663, 14.39; AMAZON MKTPL*BS12U8NP2, Materials for Circulation Collection 1139401, 24.74; AMAZON MKTPL*BS15F63V2, Office Staff Supplies, 58.37; AMAZON MKTPL*BS1KP9PU2, face shields for lab use, 71.97; AMAZON MKTPL*BS2149830, Office Supplies, 15.53; AMAZON MKTPL*BS26R7GQ1, materials for organizing program supplies 3576202, 15.18; AMAZON MKTPL*BS28812P0, materials for organizing program supplies 3576202, 28.48; AMAZON MKTPL*BS2AI7VY2, Light Bulbs, 23.97; AMAZON MKTPL*BS2RD6SA1, Batteries, 25.59; AMAZON MKTPL*BS2WN0KF1, After School Program, 47.23; AMAZON MKTPL*BS39R0OL2, office supplies for the wrrc, 58.01; AMAZON MKTPL*BS40F52B2, 30′ HDMI Cable - for Esch - possibly for alerting, 27.06; AMAZON MKTPL*BS42E4LJ1,

FIBER PATCH CORDS TO CONNECT STATIONS BACK TO THE, 66.22; AMAZON MKTPL*BS43S6BF1, Maker space supplies 9757857, 70.15; AMAZON MKTPL*BS45O7H80, cabinet protection, 67.29; AMAZON MKTPL*BS4996WL1, Safety glasses for SA, 7.95; AMAZON MKTPL*BS49A08S0, Needle probe thermometer for spa inspections, 21.33; AMAZON MKTPL*BS4YD3Z51, Admin supplies, 75.63; AMAZON MKTPL*BS57C59H2, summer program supplies 7753859, 14.18; AMAZON MKTPL*BS5T85R21, Cases for iPhones for Housing department, 83.00; AMAZON MKTPL*BS5XE6Q00, sound tack panels, 104.22; AMAZON MKTPL*BS6AV1S00, 15KG high strength PLA, solenoid locks, motor driv, 381.14; AMAZON MKTPL*BS6BB8Q91, colored tape to indicate different chemicals in th, 13.29; AMAZON MKTPL*BS6NI8UB2, book 5006610, 10.41; AMAZON MKTPL*BS78V9OQ2, locksets for federal building, 1,576.25; AMAZON MKTPL*BS78Z4WU2, library program material 5850631, 122.98; AMAZON MKTPL*BS7D754P0, drawer organizer for the wrrc, 24.88; AMAZON MKTPL*BS7YQ2C52, Bags, Hooks for Cake Pan Collection 7326647, 203.97; AMAZON MKTPL*BS7ZR7OE1, FIBER PATCH CORDS TO CONNECT STATIONS BACK TO THE, 48.63; AMAZON MKTPL*BS8A46EC0, business card holders for the wrrc, 15.95; AMAZON MKTPL*BS8EM9NC1, office supplies 4181041, 127.05; AMAZON MKTPL*BS90R7CI1, joy-con for circulating Nintendo switch 6939448, 89.00; AMAZON MKTPL*BS91Z69T2, program supplies, 468.49; AMAZON MKTPL*BS9GJ12F0, Voltage stepper module 7273038, 6.10; AMAZON MKTPL*BS9IO4YW1, 3-5v logic steppers 6374613, 8.99; AMAZON MKTPL*BS9QX17Y1, Credit Card Machine Cleaning, 18.43; AMAZON MKTPL*BV0H71RR0, Wall file organizer; scotch tape, 34.68; AMAZON MKTPL*BV0IH0M00, Special events supplies, 39.30; AMAZON MKTPL*BV13N14G0, Bldg 20 SCC Cabinet Battery backup, 1,173.06; AMAZON MKTPL*BV14L46P0, Equipment purchased as part of the Community PEG A, 279.00; AMAZON MKTPL*BV15B9WH0, 3 board games, 6 books for collections 5893047, 261.71; AMAZON MKTPL*BV1F32B00, Equipment purchased as part of the Community PEG A, 3,899.95; AMAZON MKTPL*BV1RK8I42, Linear actuator 3525051, 28.56; AMAZON MKTPL*BV1SB07H0, lubricant for paper shredder 8989040, 18.99; AMAZON MKTPL*BV2J41WA1, motion lights, 77.97; AMAZON MKTPL*BV2OX4KE0, Library materials 5085860, 231.04; AMAZON MKTPL*BV30R3FK2, Keyboard for Council Member Tyson L Surface, 57.99; AMAZON MKTPL*BV3IZ8II0, Aquatics Program Supplies, 294.40; AMAZON MKTPL*BV3NH5WT0, signage 7396241, 34.99; AMAZON MKTPL*BV3QP4WZ2, bright beginings totes 7525837, 81.99; AMAZON MKTPL*BV3Y79YO2, Office Supplies, 36.50; AMAZON MKTPL*BV4F148Y1, vocab grant 9769807, 319.95; AMAZON MKTPL*BV52P0F41, tools, 205.09; AMAZON MKTPL*BV5958XX0, Special Events, 49.59; AMAZON MKTPL*BV5B77RO0, Equipment purchased as part of the Community PEG A, 3,914.38; AMAZON MKTPL*BV5HH6S80, Vocabulary Tree grant 2445803, 9.99; AMAZON MKTPL*BV5JT00H1, PPC Tech supplies, 25.64; AMAZON MKTPL*BV5YY88X2, dehumidifier for annex, 791.12; AMAZON MKTPL*BV68E0OZ1, iPhone case for the City Manger office, 17.95; AMAZON MKTPL*BV6E40XT0, Blue Folders for ZBA Meetings, 43.34; AMAZON MKTPL*BV6GI0BX0, Book 1418656, 17.70; AMAZON MKTPL*BV6KR5WS1, toilet repair parts, 112.48; AMAZON MKTPL*BV6Q592S0, Office Supplies EXPO Magnetic, 8.29; AMAZON MKTPL*BV7O13CL1, water drip screen, 9.99; AMAZON MKTPL*BV7SL8C11, book display containers 2629040, 18.16; AMAZON MKTPL*BV81E8RW1, carpentry tools, 49.88; AMAZON MKTPL*BV8892TU2, Office Supplies, 41.91; AMAZON MKTPL*BV8DV4ZV1, sink for facilities workshop, 417.99; AMAZON

MKTPL*BV8MU1JH1, FIBER PATCH CORDS TO CONNECT STATIONS BACK TO THE, 16.08; AMAZON MKTPL*BV9IZ02H0, Cat food for trapping. Field recording notebooks., 22.99; AMAZON MKTPL*BV9IZ02H0, Teen Summer reading parts 3941058, 22.99; AMAZON MKTPL*BV9KQ4PC2, Office Supplies, 132.05; AMAZON MKTPL*BV9L596Z1, sit stand base for facilities office desk, 379.99; AMAZON MKTPL*BV9WK81K0, Plumbing Repair Parts, 25.97; AMAZON MKTPL*BV9YF4IF0, Signage 5134621, 197.96; AMAZON MKTPL*BY04L6MR1, Phone charger cords to circulate inside building, 11.96; AMAZON MKTPL*BY0H38UQ1, supplies for tiny art 1555436, 91.18; AMAZON MKTPL*BY0LQ0VE0, paper, 74.37; AMAZON MKTPL*BY1ES7NQ0, Conference Supplies, 201.56; AMAZON MKTPL*BY1EU0J10, Program Material 8229043, 92.54; AMAZON MKTPL*BY1LE2VT0, paper, 74.37; AMAZON MKTPL*BY1SE8FY2, BATTERIES FOR SECURITY ALARM PANELS, 71.76; AMAZON MKTPL*BY1XP0RJ1, NATA Supplies, 134.48; AMAZON MKTPL*BY2169K10, Linear guide rail, Nema stepper 850 travel 4943436, 259.96; AMAZON MKTPL*BY22J0JI0, Maglock, 381.90; AMAZON MKTPL*BY2959NF0, program material 4966605, 8.99; AMAZON MKTPL*BY2M737A2, Office Supplies 0052222, 71.24; AMAZON MKTPL*BY30E4OW2, Police Supplies, 69.90; AMAZON MKTPL*BY3BE5P40, Admin - pens, 16.49; AMAZON MKTPL*BY3NJ9A23, desk calendars for the admin office/filter for bld, 89.12; AMAZON MKTPL*BY3R88K11, Conference Supplies, 25.85; AMAZON MKTPL*BY45U13X2, Office Supplies - pens/tacks, 16.98; AMAZON MKTPL*BY4BA0PU2, HD markers for survey, 48.02; AMAZON MKTPL*BY4XR6FN0, GARAGE - OFFICE SUPPLIES - 4/20/2026, 180.49; AMAZON MKTPL*BY56K63M2, Supply for Mentee training, 31.99; AMAZON MKTPL*BY5GD67P0, CMO Office Supplies, 56.00; AMAZON MKTPL*BY5MV38Z1, 4051# - Fuel transfer pump, manual shut-off nozzle, 369.99; AMAZON MKTPL*BY5P809M0, processing supplies for lib. materials 2348202, 41.13; AMAZON MKTPL*BY5UR4PU2, Mobile Exhaust and filtration Unit 5121869, 769.99; AMAZON MKTPL*BY5WA23Z2, Office Supplies, 7.78; AMAZON MKTPL*BY5Y50WF2, Office Supplies 5803400, 13.71; AMAZON MKTPL*BY6A86WU0, Adult Athletics, 307.93; AMAZON MKTPL*BY6AJ3581, HQ - board to display required labor information,, 133.97; AMAZON MKTPL*BY6AN6ZX0, Tree Crew UPS NIC, 55.00; AMAZON MKTPL*BY6XE7TE2, Streets/Port of Dubuque-Dog Waste bags, 139.98; AMAZON MKTPL*BY7172C52, Nintendo switch carry case, screen protecter, hold, 40.07; AMAZON MKTPL*BY7ER72W0, First Aid Kits, 180.15; AMAZON MKTPL*BY7H26L21, Adjustable hitch for truck, 87.47; AMAZON MKTPL*BY8MK9VH1, AS Desk Accessibility Items 6999401, 137.96; AMAZON MKTPL*BY8NB05N0, Landfill Coveralls, 823.20; AMAZON MKTPL*BY94P2MH0, floor sweeper air filter / avery labels for Parkin, 57.98; AMAZON MKTPL*BY9GT8552, 3-ring Binders, 27.99; AMAZON MKTPL*BY9WC2RI0, program supplies 9007448, 5.99; AMAZON MKTPL*C330E6823, Headpiece - Backboard for Pool, 65.00; AMAZON MKTPL*C948P7C73, Event Supplies, 25.24; AMAZON MKTPL*C948P7C73, plumbing supplies fed bldg, 25.24; AMAZON MKTPL*CD0ZU5A33, Youth Sport, 142.50; AMAZON MKTPL*CK7ZJ58K3, Program supplies 5284224, 57.95; AMAZON MKTPL*CS6DL8V93, supplies special events, 8.56; AMAZON MKTPL*D02GM8NQ3, replacement clocks fed bldg, 86.69; AMAZON MKTPL*D049N9503, Eastman Oil, 844.94; AMAZON MKTPL*D59S09Y23, Ergonomic keyboard for Jacob Hoffman, 115.00; AMAZON MKTPL*DA5F74FT3, office supplies for the wrrc, 52.57; AMAZON MKTPL*DH5O72QF3, janitorial supplies MFC, 47.88; AMAZON MKTPL*DM4R59G43, Folders for the WRRC, 11.07; AMAZON MKTPL*DV5K53D53, 3D

printer filament 5495468, 23.99; AMAZON MKTPL*E432O80E3,
Drinks for on Command Car for hydration at fires, 77.22;
AMAZON MKTPL*ED2T36FC3, program supplies, 13.70; AMAZON
MKTPL*EF4WA2333, Office supplies for staff, 191.33; AMAZON
MKTPL*EJ9D33XV3, program supplies, 25.55; AMAZON
MKTPL*EL1JN7W03, HDMI cables for conference room, 50.98;
AMAZON MKTPL*ET7SC5B63, FIBER PATCH CORDS TO CONNECT STATIONS
BACK TO THE, 13.78; AMAZON MKTPL*F43FG0Y93, program supplies,
379.24; AMAZON MKTPL*F72DU66E3, floor scrubbers, 87.16; AMAZON
MKTPL*F72DU66E3, Unit 3463 Fuel, 87.16; AMAZON
MKTPL*FF9Z13Q83, Earplugs and Epoxy Gun, 31.40; AMAZON
MKTPL*FG3YO8EC3, mini bus tablets chargers, 47.94; AMAZON
MKTPL*FI1BF5R23, janitorial supplies, 24.00; AMAZON
MKTPL*FJ7018F63, GARAGE - SHOP TOOLS (OIL FUNNEL) & UNIT #3215
(LAT, 22.98; AMAZON MKTPL*FJ7018F63, Safety Equipment:
Sunscreen and earplus for fieldw, 22.98; AMAZON
MKTPL*FN1ET7FU3, Binder Clips and Expanding File folders,
51.09; AMAZON MKTPL*FQ13788I3, program supplies, 730.69;
AMAZON MKTPL*FY2642JT3, program supplies, 18.98; AMAZON
MKTPL*GK85R3P43, office supplies 5276225, 23.99; AMAZON
MKTPL*GL1049N23, circulation fans engine house, 233.98; AMAZON
MKTPL*GU8NB1303, program equipment supplies, 42.99; AMAZON
MKTPL*H380R5U23, program supplies, 691.45; AMAZON
MKTPL*H54D69KW3, Admin supplies, 12.93; AMAZON
MKTPL*H65DZ4PZ3, SECURITY LIGHTING FOR EPP EAGLES VIEW
PAVILION, 68.24; AMAZON MKTPL*H77K07B23, tableclothes for art
show 8413067, 29.99; AMAZON MKTPL*HJ75M9DQ3, office supplies
3687419, 14.84; AMAZON MKTPL*HV8A50EE3, Crayons to hand out
for outreach events, 39.99; AMAZON MKTPL*HV8A50EE3,
Maintenance Supplies Parks, 39.99; AMAZON MKTPL*IE1K55KY3, MFC
Admin Office Supplies, 76.65; AMAZON MKTPL*IF24D1AC3, UPS's
for the Centrifuge Control Cabinets, 1,799.98; AMAZON
MKTPL*IF6LS7Y23, Rec Program Supplies, 67.20; AMAZON
MKTPL*IQ3NG5VI3, nintendo games to circulate 1385428, 478.63;
AMAZON MKTPL*IR9QY64O3, Office Supplies, 40.02; AMAZON
MKTPL*J91ZQ50G3, Office supplies for IT, 194.01; AMAZON
MKTPL*JG1LY10W3, Books 1111451, 69.63; AMAZON MKTPL*JI3I21OG3,
Book club set for June 2026 6311404, 138.24; AMAZON
MKTPL*JP4EY2PX3, 3D printer filament 2172203, 890.29; AMAZON
MKTPL*JU8VG0N73, Negative Scanner for Planning Office - Hist
Preser, 398.00; AMAZON MKTPL*K34IO0CM3, Office Supplies,
100.77; AMAZON MKTPL*KU0EE58A3, Adult Athletics, 50.97; AMAZON
MKTPL*KZ7HZ39X3, 130019#- LITHIUM COMPLEX GREASE, 36.00;
AMAZON MKTPL*L57GA72F3, water filters, extension cord and
hoses city hall, 1,438.84; AMAZON MKTPL*LH6PA8Y23, Dishwasher
Thermometer for Bunker Hill, 66.95; AMAZON MKTPL*LH6PA8Y23,
Tool storage city hall, 66.95; AMAZON MKTPL*LH82K5VR3, Program
supplies 4183455, 149.77; AMAZON MKTPL*LV9BR4Y53, Youth
Sports, 25.65; AMAZON MKTPL*M301I4BA3, program supplies,
60.43; AMAZON MKTPL*MN2GJ84V3, program supplies, 29.48; AMAZON
MKTPL*MR2NL0C73, Alcohol wipes for inspection wrong qty,
51.96; AMAZON MKTPL*N22DQ7033, janitorial supplies, 15.10;
AMAZON MKTPL*N64SU3CB3, Books 7890630, 22.75; AMAZON
MKTPL*N89IM3DF3, program supplies, 68.93; AMAZON
MKTPL*NE2C87HL3, materials for organizing program supplies
3576202, 7.59; AMAZON MKTPL*NG14S5KV3, Plumbing code book for
Jason, 95.43; AMAZON MKTPL*NU9BN13E3, program equipment and
supplies, 44.22; AMAZON MKTPL*NV24Q5NX3, Tissue - did not
receive requested credit, 34.99; AMAZON MKTPL*NV24Q5NX3,
Uniform shirt for Shena Moon - will be embroidered, 34.99;

AMAZON MKTPL*NZ1Z16NE3, PORT OF DUBUQUE - CIGARETTE BUTT RECEPTACLE, 389.34; AMAZON MKTPL*O85QG79F3, Charging cables, mounts, and chargers for i phone, 149.98; AMAZON MKTPL*O927E0UT3, Huberty apparel AC, 66.98; AMAZON MKTPL*OA40N5BB3, Activity books 9109046, 303.26; AMAZON MKTPL*OE7JF4Z43, Teen and grand prize SR 8465001, 571.36; AMAZON MKTPL*OI5WJ9JI3, Supplies for 2026 Annual boards and commissions pi, 103.17; AMAZON MKTPL*OL3YT8KB3, office supplies 7805819, 30.39; AMAZON MKTPL*OM8O32KI3, SR teen prize 84652001, 35.00; AMAZON MKTPL*OS9KX9IG3, program supplies, 18.71; AMAZON MKTPL*OW5ZI1M53, supplies for special events, 58.49; AMAZON MKTPL*P55W889G3, Books 7358650, 612.44; AMAZON MKTPL*PG2T08XC3, office supplies 5276225, 35.98; AMAZON MKTPL*PR2UY2ZH3, Books, 38.34; AMAZON MKTPL*Q706C9SF3, game for library collection 0089859, 71.45; AMAZON MKTPL*QQ0NQ7263, program supplies, 402.89; AMAZON MKTPL*QU3IH2J53, 2 tableclothes for art reception 2653013, 29.99; AMAZON MKTPL*QU59528R3, Floor Mats for IPP Sampling Center (Bld 80 Garage), 232.80; AMAZON MKTPL*RQ06U1EJ3, program supplies, 8.99; AMAZON MKTPL*RS46D5Q53, Item for lib. collection 2080215, 12.94; AMAZON MKTPL*RV5AR4U43, Headset parts for Jenni W UB, 129.99; AMAZON MKTPL*S330J1WR3, , 63.68; AMAZON MKTPL*S84XA2P13, books 3743414, 15.80; AMAZON MKTPL*SA85O9CQ3, GARAGE - SHOP LIGHT, 90.15; AMAZON MKTPL*SL8M20C33, supplies for special events, 31.34; AMAZON MKTPL*SX1MB7403, CID supplies, 225.55; AMAZON MKTPL*T97ZF9L83, tablecloth clips for art event 7412232, 8.79; AMAZON MKTPL*TD4RV69S3, Foot rest for Jacob Hoffman, 23.75; AMAZON MKTPL*TF25N40R3, Curtain Backdrop for Terminal Gates, 169.89; AMAZON MKTPL*TH8JK7WR3, Scavenger Hunt Prizes, 26.97; AMAZON MKTPL*TH8JK7WR3, Tree Crew Fiber, 26.97; AMAZON MKTPL*TP82A1YK3, janitorial supplies, 137.74; AMAZON MKTPL*TP9WH9TP3, Admin supplies, 50.17; AMAZON MKTPL*TT4Y80BU3, BATTERY FOR UPS AT WATER TREATMENT PLANT, 18.99; AMAZON MKTPL*TT4Y80BU3, Charger, 18.99; AMAZON MKTPL*TT4Y80BU3, GARAGE - SHOP TOOLS (OIL FUNNEL) & UNIT #3215 (LAT, 18.99; AMAZON MKTPL*UD2KM2TU3, SD cards 2742660, 76.98; AMAZON MKTPL*UI7HF9VM3, Music keyboard for circulating instruments 3258609, 196.99; AMAZON MKTPL*UN1285OD3, program supplies, 131.46; AMAZON MKTPL*UT8JP86G3, activity books 9109046, 344.40; AMAZON MKTPL*UZ9YW5163, Office and safety supplies, 308.68; AMAZON MKTPL*V359M2O53, Heavy Duty Work Gloves, 291.94; AMAZON MKTPL*VG16I40B3, 5FT leads for AC, 39.92; AMAZON MKTPL*VI1OP4W73, Replacement motor for turn out gear dryer, 297.40; AMAZON MKTPL*VL2S66LO3, Coat Hooks for Shena Moon Office area, 18.52; AMAZON MKTPL*VL58E6573, Pens, Tape, White Out, 70.30; AMAZON MKTPL*VO2VG4ZU3, Media Services Tech Equip Mnt: Drone replacement b, 108.00; AMAZON MKTPL*VQ3QD5W83, program supplies, 23.49; AMAZON MKTPL*VR4OP0LE3, Cables, 6.83; AMAZON MKTPL*VY3UW00R3, Office Supplies, 66.71; AMAZON MKTPL*W12IK99A3, lifepo UPS backup power units 9117803, 1,368.24; AMAZON MKTPL*W45630UY3, Binder clips for council documents - office suppli, 8.54;

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DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 636.30

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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JANET K. PAPE
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AMAZON.COM*460O75NB3 , Office Supplies, 79.88;
AMAZON.COM*7G4SR2ET3 , Batteries for stock at HQ, 19.23;
AMAZON.COM*9S5IG82Z3 , Supplies for kitchen area - break room,
66.19; AMAZON.COM*B483Y1RD2 , 1 book for adult collection
8849865, 11.39; AMAZON.COM*B57SX5ON0 , Office Supplies, 59.64;
AMAZON.COM*B71HX7B41 , batteries for office, 15.98;
AMAZON.COM*BD6776AW0 , Office Supplies, 34.88;
AMAZON.COM*BE3D02FW1 , Office Supplies, 24.36;
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Mechanics Too, 59.98; AMAZON.COM*BG1O81BO0 , Office Supplies,
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187.78; AMAZON.COM*FT2CC4RO3 , water and air filter for
library fridge 7921843, 51.68; AMAZON.COM*JS7GU86T3 , CMO
Office Supplies, 36.87; AMAZON.COM*ME7024973 , Media Safety
Equipment: Sunscreen and earplugs for, 24.96;
AMAZON.COM*NE06E6AI3 , labels, 51.38; AMAZON.COM*RM15V2SZ2 ,
Cat food for trapping. Field recording notebooks., 39.94;
AMAZON.COM*S43AE4YG3 , books for lib. collection 5573014,
98.77; AMAZON.COM*TR1999732 , Uber from hotel to airport,
64.14; AMAZON.COM*XD4V50X33 , General Office Supplies, 104.27;
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AMELIA K NOONAN, AFTERSCHOOL SPORTS-TRACK, 360.00; AMERICAN
AIR0012306431991 , Airfare - IMLA 2026 Mid-Year, 223.50;
AMERICAN AIR0012306480205 , Airfare - IMLA 2026 Mid-Year, NO
LONGER GOING TO C, 213.50; AMERICAN AIR0012312113276 , Flight
confirmation and receipt for ATD conference, 558.40; AMERICAN
AIR0017408171861 , Airfare for training-Nugent, 540.41;
AMERICAN AIR0017408232762 , Airfare for training-Wehr, 597.40;
AMERICAN AIR0017411895144 , Airfare for training, 338.20;
AMERICAN AIR0017521048404 , GARAGE - GOVERNMENT FLEET EXPO
CONFERENCE AIRFARE, 826.40; AMERICAN AIR0017522018473 , NRPA
Flight, 914.40; AMERICAN AIRLINES, 3-15 through 3-18 DC NLC
Congressional City Confer, 882.80; AMERICAN AIRLINES, 5/20 BC
Flight to DC for meetings with Federal Leg, 924.59; AMERICAN
AIRLINES, Airfare - Eminent Domain and Land Valuation Litiga,
30.23; AMERICAN AIRLINES, Airline refund, (35.00); AMERICAN
AIRLINES, AMERICAN AIRLINES LUGGAGE FEE, 70.00; AMERICAN
AIRLINES, BAGGAGE FEE WHILE ATTENDING 2026 TRANSFORMING LOCA,
35.00; AMERICAN AIRLINES, CHECKED BAGGAGE FEE WHILE ATTENDING
THE 2026 TRANS, 35.00; AMERICAN AIRLINES, DALLAS AIRFARE,
1,109.80; AMERICAN AIRLINES, Flight to San Diego for ESRI User
Conf: JI, 666.40; AMERICAN AIRLINES, FLIGHT TO WASHINGTON DC,
836.80; AMERICAN AIRLINES, luggage fee, 45.00; AMERICAN
AIRLINES, Meeting with Federal Legislators, 924.59; AMERICAN
AIRLINES, Plane ticket-National Adaptation Forum: GB, 556.40;
AMERICAN AIRLINES, Pre-paid luggage-National Adaptation Forum:
GB, 70.00; AMERICAN AIRLINES, Refund baggage due to flight
cancelled: BC, (70.00); AMERICAN AIRLINES, Refund for DC
flight cancelled: BC, (551.99); AMERICAN AIRLINES, TM-Flight
for Building Resilient Fair Housing Orga, 444.80; AMERICAN

AIRLINES, training/workshop, 597.70; AMERICAN LEGION POST, City of Dubuque Flags, 498.00; AMERICAN LEGION POST, FLAGS FOR PARKS DEPARTMENT-48 FLAGS, 2,955.00; AMERICAN LEGION POST, USA & Iowa Flags, 943.00; AMERICAN LIBRARY ASS, ALA Conference Registration in Chicago from June 2, 400.00; AMERICAN LIBRARY ASS, ALA Dues, 180.00; AMERICAN LIBRARY ASS, Webinar, setting boundaries with public, 57.85; AMERICAN PAYROLL ASS, Payroll Org Membership Renewal, 312.00; AMERICAN PLANNING ASSOCI , National and Iowa Chapter of American Planning Ass, 554.40; AMERICAN PUBLIC WORK, APWA Membership, 497.00; AMERICAN PUBLIC WORK, APWA membership renewal, 252.00; AMERICAN PUBLIC WORK, APWA stormwater subscription, 15.00; AMERICAN PUBLIC WORK, Membership fee, 126.00; AMERICAN RESPONSE VE, 1914# - PUCKS, MOUNTING KITS - 5/29/2026, 780.90; AMERICAN SOCIETY OF, ASCE Membership, 587.00; AMERICAN SOCIETY OF, webinar, 95.00; AMERICAN WATER WORKS, AWWA BOOKS - EDUCATIONAL PURPOSES - STORAGE TANKS, 86.07; AMERICAN WATER WORKS, AWWA BOOKS M42 STEEL WATER - STORAGE TANKS, 67.90; AMERICAN WATER WORKS, AWWA LCRI CHECKLIST-STAYING ON TRACK FOR COMPLIANC, 75.00; AMERICAN WATER WORKS, AWWA MEMBERSHIP FEE, 298.00; AMERICAN WATER WORKS, REGISTRATION FEE FOR THE AWWA 2026 WATER INFRASTRU, 865.00; AMRON INTERNATIONAL , Scuba Gear - Control Board will refund, 1,370.47; AMZN MKTP US*DH8TB7Q93, GARAGE - SUGGESTION BOX & WIRE SPOOL RACK FOR SHOP, 20.79; AMZN MKTP US*HM1LP85T1, Cell phone and ipad data charges. Autopay May 21,, 25.14; AMZN MKTP US*UG7JO2RN3, Corrigan Public Health Conference of Iowa awards c, 25.00; ANDREW RAESIDE, Artist sales art at your library, 160.00; ANTONY DONOVAN, Reimbursement for Permit B25-1103, 317.60; APPLE INC, Additional iCloud Storage, 5.30; APPLE INC, app for traffic counts, 4.27; APPLE INC, app subscription, 7.47; APPLE INC, apple software for sidewalk inspection, 1.06; APPLE INC, Apple storage, 2.12; APPLE INC, apple subscription, 7.47; APPLE INC, apple subscription for iphone ipad, 6.41; APPLE INC, Book subscription, 17.11; APPLE INC, Book subscription and certification study aid, 43.85; APPLE INC, Book subscription service, 51.33; APPLE INC, icloud backup for iphone and ipad, 3.20; APPLE INC, icloud storage, 10.66; APPLE INC, icloud storage for ipad and iphone, 3.20; Aquatic Informatics , HACH WIMS Sftwre Sys-Support and Maint 06/26-06/27, 12,523.01; ARAMARK UNIFORM SERV, linens, 136.77; ARAMARK UNIFORM SERV, linens for library, 272.13; ARAMARK UNIFORM SERV, Linens, tablecloths, cleaning cloths, 541.44; ARBOR DAY FOUNDATION , STICKERS FOR 25 YEARS, 5.95; ARC*SERVICES/TRAININ, Education & Training - Staff Certificates, 432.00; ARC*SERVICES/TRAININ, Education Materials, 816.00; ARC*SERVICES/TRAININ, Education Materials for pool Certifications, 192.00; ARC*SERVICES/TRAININ, Education Materials pool certification, 816.00; ARIN, Annual Licensing for Public IP addresses, 275.00; ARROWHEAD SCIENTIFIC, Patrol Vehicle supplies, 667.28; Ascendance Trucks, 3401# - SEATBELT RETRACTOR ASSY - 6/8/2026, 267.54; Ascendance Trucks, GARAGE - STOCK - 5/15/2026, 23.37; Ascendance Trucks, UNIT #1906 - BLOWER MOTOR - 4/28/2026, 80.03; Ascendance Trucks, UNIT #1906 - INJECTOR, HVAC BLOWER MOTOR -4/27/202, 812.66; Ascendance Trucks, UNIT #2680 - ERG COOLER- 4/20/2026, 2,182.42; Ascendance Trucks, UNIT #2680 - HOSE - 5/8/2026, 53.37; Ascendance Trucks, UNIT #2680 - SEALING WASHER - 5/8/2026, 15.08; Ascendance Trucks, UNIT #2695 - INJECTOR, GASKET - 6/5/2026, 587.03; Ascendance Trucks, UNIT #2704 - CARRIER - 5/26/2026, 245.60; Ascendance

Trucks, UNIT #2704 - Exhaust - 5/20/2026, 6,185.36; Ascendance Trucks, UNIT #3207 - EXC RCN VLV KIT,SENSOR - 5/6/2026, 1,132.44; Ascendance Trucks, UNIT #3404 - DIESEL PARTICULATE FILTER - 4/24/26, 1,675.50; Ascendance Trucks, UNIT #3404 - SENSOR - 4/20/2026, 512.39; Ascendance Trucks, UNIT #3405 - SERVICE - 4/28/2026, 431.25; ASCENDANCE TRUCKS , Air Spring Cabin, 153.99; ASCENDANCE TRUCKS , CREDIT FOR BEING CHARGED BY MISTAKE FOR #3405, (431.25); ASCENDANCE TRUCKS , Filters, 265.78; ASCENDANCE TRUCKS , Fuel Filter, 103.56; ASCENDANCE TRUCKS , REFUND - SERVICE - THIS WAS PAID BY GARAGE PO 2260, (431.25); ASCENDANCE TRUCKS , Service Call for Fuel Truck, 6,676.87; ASCENDANCE TRUCKS , Unit 3475 find and repair coolant leak, 2,776.83; ASCENDANCE TRUCKS , Was returned because invoice was charged to incorr, 431.25; ASFPM, Wally Wernimont Membership Assoc State Floodplain, 180.00; ASSOC OF STATE SERVI, AmeriCorps National Conference Training, 525.00; ASSOC OF STATE SERVI, AmeriCorps National Service Conference, 525.00; Assured , 193985 ICAP City Insurance Renewal, 1,073,724.00; Assured , 411 Excess Work Comp, 208,108.00; Assured , Airport Cyber Liability, 3,446.59; Assured , City Property Insurance, 876,309.00; Assured , Crime Insurance 1 of 3, 6,050.00; Assured , D & O Insurance - Airport, 15,590.89; Assured , Excess Property Insurance, 166,526.25; Assured , Housing Program Pollution, 13,469.45; Assured , Landfill Insurance Renewal, 68,643.00; Assured , Landfill Property Insurance, 87,558.00; Assured , Liquor License Renewal - POD Marina, 1,622.00; Assured , Marina Insurance, 27,150.00; Assured , Tank Pollution Marina & Garage, 4,026.91; AT&T MOBILITY EPAY, Cell phone and ipad data charges. Autopay May 21,, 117.78; AT&T MOBILITY EPAY, Ipad and cell phone data charges. June 21, 2026 au, 332.29; AT&T MOBILITY EPAY , Cell devices, 1,826.65; AT&T Mobility Nation, AT&T First Net Monthly Charges, 14,382.31; AT&T Mobility Nation, AT&T FirstNet - 03/29/26-04/28/26, 1,941.21; AT&T Mobility Nation, AT&T FirstNet Engineering 03/29/26-04/28/26, 1,893.94; AT&T Mobility Nation, AT&T FirstNet Engineering 04/29/26-05/28/26, 1,768.65; AT&T Mobility Nation, Cellular Service for Department, 4,336.59; AT&T Mobility Nation, Cellular Service for Fire Dept & Emerg Mgmt-FY27, 2,244.93; AT&T Mobility Nation, FY2026 BLANKET PO-MONTHLY PHONE & IPAD COSTS, 2,388.63; AT&T Mobility Nation, FY26 First Net Charges for IPhone/Tech Services, 9,852.51; AT&T Mobility Nation, IPHHONE AND IPADS FOR PARKS MAR 29-APR 28, 2026, 879.31; AT&T Mobility Nation, IPHONES AND IPADS PARKS- APR 29 TO MAY 28, 2026, 884.98; A-TEC RECYCLING INC, LF- Blanket: Recycling of Materials, 2,084.98; ATLANTIC BOTTLING CO, Drink Delivery on 06/12/2025, 567.00; ATLASRFIDSTORE , office equipment 90436, 1,348.00; ATLASRFIDSTORE , office supplies 90853, 1,348.00; ATLASRFIDSTORE , RFID Pad 90919, 674.00; ATLASRFIDSTORE , Shielded RFID pad, 674.00; ATLASRFIDSTORE , Two FEIG UH RFID desktop readers 90914, 1,348.00; ATLASRFIDSTORE , Two FEIG UH RFID desktop readers 91017, 1,330.00; ATT* BILL PAYMENT, Cell and data Service Autopay April 21, 2026, 142.41; ATT* BILL PAYMENT, Health Dept Cell and Ipad data charges AutoPay 03-, 166.04; AV FUEL, Aviation fuel for resale, 29,420.54; AV FUEL, Blanket Purchase Order - Aviation Fuel, 337,104.35; AVALON SERVICE CENTER , TILT CYLINDER RECHARGE #4424, 30.60; AVERY PRODUCTS CORPORATIO , Correction decals for Fire Department Annual Repor, 71.20; AVIS RENT-A-CAR , 2025 ICAS

Convention, 107.64; AY MCDONALD MFG CO, Franchise Fee FY26, 15,366.96; B & H FOTO & ELECTRO, Special events - pop up cooling stations, 1,389.93; B & H FOTO & ELECTRO, Bogen UTI312 multizone paging controller 917237037, 329.21; B & H FOTO & ELECTRO, Creality SparkXi7 917741512, 299.25; B & H FOTO & ELECTRO, Equipment purchased as part of the Community PEG A, 12,488.86; B & H FOTO & ELECTRO, Equipment purchased as part of the PEG Access Chan, 9,391.05; B & H FOTO & ELECTRO, Media Services Tech Equip: Backup video streaming, 1,701.81; B & H FOTO & ELECTRO, Media Services Tech Equip: Photography flash light, 2,278.35; B & H FOTO & ELECTRO, Office Supplies: Portable stool and table kit, 158.95; B & H FOTO & ELECTRO, Outdoor banner paper for large epson 917282851, 204.92; B G BRECKE INC, Monthly Boiler Check- 2401 Central Feb 2026, 600.00; B G BRECKE INC, Monthly Boiler Check- 2401 Central Jan 2026, 600.00; B G BRECKE INC, Monthly Boiler Check- 2401 Central March 2026, 600.00; B G BRECKE INC, Monthly Boiler Check- 2401 Central Oct- April 2026, 600.00; B L MURRAY COMPANY I, Dishwasher tabs for Admin Bld, 120.60; BADGEANDWALLET.COM , Badges and Bugles, 201.85; BADGEANDWALLET.COM , Promotional Badges, 646.55; BADGEANDWALLET.COM , Uniform Badges, 142.65; Badger Meter, Inc, Smart Cover Flow Meters Renewal 4/1/26-3/31/27, 12,937.00; BALL HORTICULTURAL C, PLANTS FOR GREENHOUSE, 576.93; BALLARD-INC.COM , Equiptment for Units 4052, 4050, 540017, 540016, 799.96; BALLASTSHOP , Emergency Lighting Ballast for Admin Bldg, 209.90; BALLASTSHOP , Emergency lighting-ballast for administration buil, 209.90; BANKSUPPLIES ACQUISI, coin bags for Vault Money - JOTC, 146.92; BARD MATERIALS CENTR, BLOCKS FOR WATER MAIN BREAK REPAIR ON GARFIELD AVE, 45.00; BARD MATERIALS CENTR, CONCRETE -EMERGENCY WTR MAIN BRK REP.- 1600 RUANN, 266.05; BARD MATERIALS CENTR, CONCRETE -EMERGENCY WTR MAIN BRK REP.- 2524 BROADW, 924.73; BARD MATERIALS CENTR, CONCRETE -EMERGENCY WTR MAIN BRK REP.-2730 BROADWA, 266.05; BARD MATERIALS CENTR, CONCRETE -EMERGENCY WTR MN BRK REP.- 1516 S GRNDVW, 502.63; BARD MATERIALS CENTR, CONCRETE FOR AED BOXES, 296.06; BARD MATERIALS CENTR, CONCRETE FOR MARSHALL PARK PLAYGROUND, 161.05; BARD MATERIALS CENTR, EMERGENCY WTR MAIN BRK REP.- BROADWAY, 824.73; BARD MATERIALS CENTR, JAN-JUN2026 Various Concrete, 107,828.42; BARD MATERIALS CENTR, SAND FOR FLORA PARK, 30.00; BARD MATERIALS CENTR, Various Concrete and Materials, 2,255.15; BARKER FINANCIAL LLC, TIF Spring 2026/FY26, 8,591.79; Bauer Built Inc, Bus Tire Repairs Gillig #2500, 527.40; Bauer Built Inc, Bus Tire Repairs Gillig #2501, 1,054.80; Bauer Built Inc, Bus Tire Repairs Gillig #2697, 1,537.20; Bauer Built Inc, UNIT #1914 - SERVICE - ALIGNMENT - 5/18/2026, 145.00; BC/BS OF IOWA/WELLMA, Wellmark Weekly, 1,023,441.37; BEEKLEY, ZACHARY M., UB 15104 784 WILSON, 75.26; BENJAMIN R HUNT, SOFTBALL SCOREKEEPER AND OFFICIALS, 375.00; Benjamin Ray Henders, AFTERSCHOOL SPORTS-TRACK, 300.00; BERNARD COMMUNICATIO, Blanket Purchase Order - Monthly Public Wi-Fi, 199.90; BEST BEST & KRIEGER, Cell Tower Legal Services, 1,730.00; BEST BUY 00008789, car charger for city phone, 12.99; BEST BUY 00008789, Vacuum for traffic center, 629.99; BHE BLACK HILLS ENERGY, Monthly Gas, 5,645.73; BHE BLACK HILLS ENERGY, Monthly Gas Bill, 1,200.32; BHE BLACK HILLS ENERGY, past due gas charges to avoid shutoff, 1,280.65; BIECHLER ELECTRIC IN, AED Cabinet-Washington Park, 120.00; BIECHLER ELECTRIC IN, ELECTRICAL PEDESTALS REMOVED-CAMPGROUNDS,

1,485.00; BIECHLER ELECTRIC IN, Grandview Ave Streetlight Replacements Phase 3, 29,244.00; BIECHLER ELECTRIC IN, LF-Emergency Power Project 2/26/26, 2,800.00; BIECHLER ELECTRIC IN, Service on 06/01/26, 533.19; BIECHLER ELECTRIC IN, SERVICE WORK FOR BUNKER AND MILLER RIVERVIEW, 3,716.23; BIECHLER ELECTRIC IN, WIRE REPAIRS AND ELECTRICAL, 1,135.52; BIG A AUTO PARTS & S, 1858# - SERVICE - FRONT END ALIGNMENT, 129.55; BIG A AUTO PARTS & S, ANTIFREEZE FOR GENERATOR AT BUNKER HILL, 25.12; BIG A AUTO PARTS & S, Client Forfeiture Fund Expense, 1,041.51; BIG A AUTO PARTS & S, UNIT #1858- SERVICE (ALIGNMENT) - 03/13/2026, 129.55; BIG RIVER SIGN COMPA, 2026 Summer Program Registration Yard Signs, 202.83; BIG RIVER SIGN COMPA, BANNERS AND YARD SIGNS, 4,234.02; BIG RIVER SIGN COMPA, BANNERS FOR ADVERTSING PROGRAM, 1,600.00; BIG RIVER SIGN COMPA, For WMG Containers, 2,377.18; BIG RIVER SIGN COMPA, VETERANS MEMORIAL SIGN, 513.10; BIG RIVER SIGN COMPA, YARD SIGNS FOR BANNER PROGRAM, 344.99; BILL MILLER LOGGING, DOUBLE GROUND MULCH FOR MARSHALL PARK, 391.40; BILL MILLER LOGGING, GROUND MULCH FOR MARSHALL PARK, 412.00; BILL MILLER LOGGING, MULCH FOR EAGLE POINT PARK, 1,595.00; BILL MILLER LOGGING, MULCH FOR EPP, 475.00; BILL MILLER LOGGING, Mulch for landscaping, 352.00; BILL MILLER LOGGING, MULCH FOR MILLER RIVERVIEW CAMPGROUNDS, 61.80; BILL MILLER LOGGING, Refund for Tax Changed, (22.40); BIOCONTROLS A DIVISI, Replacement Filters for Evidence Room, 1,404.22; BITLY.COM , Bitly subscription BZ0VSIJ5-0001, 348.00; BLACK HILLS/IOWA GAS, 2527 Washington St (City Owned) Black Hills Energ, 45.66; BLACK HILLS/IOWA GAS, 2820 Brunswick St.-Black Hills Energy (City Owned), 113.68; BLACK HILLS/IOWA GAS, 3115 Westmore, 683.66; BLACK HILLS/IOWA GAS, 514 Angella St - (City Owned) Black Hills Energy, 59.83; BLACK HILLS/IOWA GAS, 821 Garfield Ave. - Black Hills Energy (City Owned, 107.88; BLACK HILLS/IOWA GAS, Blanket Purchase Order - Monthly Gas Service, 120.40; BLACK HILLS/IOWA GAS, FY2026 BLANKET PO - GAS COSTS, 10,191.04; BLACK HILLS/IOWA GAS, FY2027 BLANKET PO - GAS, 43.78; BLACK HILLS/IOWA GAS, FY26 1101 Central Colts and MFC Bldg Natural Gas, 440.33; BLACK HILLS/IOWA GAS, FY26 1157 Central Colts and MFC Bldg, 435.25; BLACK HILLS/IOWA GAS, FY26 1310 Main St Annex Natural Gas, 150.33; BLACK HILLS/IOWA GAS, FY26 1805 Central Ste 2, 134.37; BLACK HILLS/IOWA GAS, FY26 350 W 6th St Federal Bldg Natural Gas, 4,694.99; BLACK HILLS/IOWA GAS, FY26 Gas Service for 300 Main, Suite 330, 93.64; BLACK HILLS/IOWA GAS, FY26 LF BLANKET PO- GAS COSTS, 357.32; BLACK HILLS/IOWA GAS, FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS, 1,045.13; BLACK HILLS/IOWA GAS, FY27 - Gas Utility Expenses for 6 Fire Stations, 173.76; BLACK HILLS/IOWA GAS, FY27 Annex 1310 Main Natural Gas, 66.69; BLACK HILLS/IOWA GAS, Intermodal Gas April 26, 421.53; BLACK HILLS/IOWA GAS, Intermodal Gas May 26, 218.32; BLACK HILLS/IOWA GAS, JOTC Natural Gas April 26, 341.86; BLACK HILLS/IOWA GAS, JOTC Natural Gas May 26, 147.58; BLACK HILLS/IOWA GAS, Locust Ramp Electricity FY26, 276.44; BLACK HILLS/IOWA GAS, Monthly Gas Service, 685.51; BLACK HILLS/IOWA GAS, NATURAL GAS BILLS FOR FY27, 4,367.74; BLACK HILLS/IOWA GAS, NATURAL GAS FOR FY26, 7,718.00; BLACK HILLS/IOWA GAS, UTILITY EXPENSE - GAS, 124.46; BLACKHAWK AUTOMATIC, Fire Sprinkler Inspection, 297.00; BLACKSTONE AUDIO BOO, CD Audio Books for Library Collection, 508.80; BLAIN'S FARM & FLEET , jeans 35427822, 145.95; BLAIN'S FARM & FLEET , marble restoration tools, 329.00; BLUEBEAM SOFTWARE, bluebeam software, 1,650.00; BLUEFIN PAYMENT SYST, Bluefin Monthly

Fees, 2,342.68; Bluepath Finance FC, UTILITY EXPENSE - ELECTRICITY, 4,184.58; Bluff Street Neighbo, Bluff Street Beautification Planters, 1,400.00; BOBIT BUSI* GOVERNMENT, Garage - Registration for Government Fleet Expo 20, 945.00; BODENSTEINER IMPLEMENT, 2026 INVENTORY PARTS FOR EQUIPMENT-BELTS, FILTERS, 8,332.53; BODENSTEINER IMPLEMENT, 3457 Retainer for truck, 114.53; BODENSTEINER IMPLEMENT, air filter and light bulb for tractor, 92.96; BODENSTEINER IMPLEMENT, Bulbs for tractor, 9.40; BODENSTEINER IMPLEMENT, EXHAUST PIPE, GASKETS, BEARINGS FOR #4448, 304.51; BODENSTEINER IMPLEMENT, KEYS FOR #4413, 4478, #4441, 21.78; BODENSTEINER IMPLEMENT, LOCKS FOR #4478, #4441, #4462, 235.68; BODENSTEINER IMPLEMENT, PTO SHAFT FOR #4448-AND HARDWARE FOR STOCK IN MECH, 1,479.17; BODENSTEINER IMPLEMENT, SEAL FOR DIFFERENTIAL LEAK FOR #4437, 21.84; BODENSTEINER IMPLEMENT, UNIT #4006 - CLUTCH,V-BELT,O'RINGS, 462.34; Bolton and Menk Inc., Central & White Corridor Parking Mitigation Phase, 9,720.40; BOOK DEPOT INC, Books for Summer Reading and Book Club, 1,087.13; Book Farm LLC, Children's books for collection, 107.70; BOOKS A MILLION 345, Books 6/3/26, 638.41; Boomerang Corp, Pay Application No. 1, 529,352.28; Boomerang Corp, Pay Application No. 2, 672,002.37; BOUND TO STAY BOUND, Children's books for collection, 2,604.69; BOUND TO STAY BOUND, Children's books for Outreach - Bright Beginnings, 1,164.82; BOUND TREE MEDICAL L, Ambulance Equipment, 837.25; BOUND TREE MEDICAL L, EMS Supplies, 8,986.18; BP#106170016TH STREET AM, Cell and data Service Autopay April 21, 2026, 72.35; BP#106170016TH STREET AM, Cell phone and ipad data charges. Autopay May 21,, 47.91; BP#106170016TH STREET AM , Fuel #3213, 124.45; BP#106170016TH STREET AM , FUEL FOR #4418, 148.00; BP#106170016TH STREET AM, FUEL FOR #4432, 80.62; BP#106170016TH STREET AM , Gas Cans on Concrete Trailer, 37.60; BP#106170016TH STREET AM, gas for excavator, 428.72; BP#106170016TH STREET AM, Health Dept Cell and Ipad data charges AutoPay 03-, 95.06; BP#1072100KEY WEST BP , FUEL FOR #4425-FUEL ISLAND STILL DOWN, 78.48; BP#1072100KEY WEST BP, FUEL FOR #4431-FUEL ISLAND STILL DOWN, 104.14; BP#1072100KEY WEST BP, Water truck rental fuel test lift stations, 72.77; BP#1073100BP PENN AVE, ST4 - gas for small engines, 14.60; BP#1073500BP UNIVERSITY, FUEL FOR #4432, 73.70; BP#1073500BP UNIVERSITY, Non-ethanol fuel for small engines, 16.89; BP#1073900BP KERPER, Fuel for Port, 130.00; BP#1073900BP KERPER, GAS FOR WATER DISTRIBUTION SAWS AND GENERATORS, 79.55; BP#1079100BIG 10 MART #1, FUEL FOR #4418-FUEL ISLAND NOT QUITE READY, 78.66; BP#1372000NEWTON BP, Gas for training, 40.32; BP#1813773UNTD DES PLNS , 2025 ICAS Convention, 31.13; BP#8852089EZ PICKEN'S, Fuel for Asset 130011 - for trip to Iowa Training, 86.34; BRADLEY PLBG LLC, PLUMBING FOR 16TH ST RESTROOM REMODEL, 2,190.03; Brandon Avenarius, City Property Maintenance of Tree Cleaning, Brush, 2,496.00; Brandon Avenarius, Detention Basin Maintenance Timber Hyrst 5, 3,000.00; Brandon Duccini, One hour music concert, 240.00; Brandon Schueler, SOFTBALL SCOREKEEPER AND OFFICIALS, 75.00; BRANNON MONUMENT CO, PAVERS FOR SPRING 2026, 1,289.00; BREATHING AIR SYSTEMS, Scuba Gear - Control Board will refund, 250.32; BRECKE MECHANICAL, PARTS TO REPLACE FAULTY GAS VALVE AT SLUDGE PLANT, 1,284.83; BRIANNE M BOALS, AFTERSCHOOL SPORTS-TRACK, 250.00; BROOKS TRACTOR SUN PRAIRI , UNIT 3215 - AIR FILTERS, 179.48; BRUNE ENTERPRISES LL, FY26 Lawn Services, 12,495.00; BTS*ASSA ABLOY, Automatic Door Repair, 985.00;

BULKAPPAREL.COM, shirts B776794066444, 112.69; BULKAPPAREL.COM, tax refund B776794066444, (6.98); BURKEN UNDERGROUND L, Fiber Builds - Ancillary Services, 2,412.20; Butts Florist, FY26 WEEKLY FLOWER ARRANGEMENTS, 660.00; BUTT'S FLORIST & GRE, FY26 WEEKLY FLOWER ARRANGEMENTS, 275.00; BWY*SWANA 800 467 9262, Pre-purchased registration for attendee during ear, 1,025.00; BWY*SWANA 800 467 9262, R Con Early Bird Ticket, 1,025.00; BWY*SWANA 800 467 9262, SWANA Conf, 1,025.00; BWY*SWANA 800 467 9262, Swana membership, 31.88; BYRON NESLER-PEREZ, 1210 S GRANDVIEW VACANT FOR SALE REIMBURSEMENT, 20.00; C&C MANUFACTURING LL, Unit 3471 new fuel gauge, 1,003.62; C&C MANUFACTURING LL, Unit 3471- new park brake coil, 739.05; CALL2RECYCLE, DDR Battery Kits, 1,528.00; CALL2RECYCLE STEWARD, LF- Bulk Battery Collection 03/16/26, 1,246.95; CALL2RECYCLE STEWARD, LF- Bulk Battery Collection 05/12/26, 1,768.00; CALL2RECYCLE STEWARD, LF- Bulk Battery Collection 06/04/26, 1,768.00; CALLAWAY GOLF SALES, ASSORTED PRO SHOP ITEMS, 5,544.56; CALLAWAY GOLF SALES, GOLF APPAREL, 63.46; CALLAWAY GOLF SALES, GOLF CLUBS FOR PRO SHOP, 868.55; CALLAWAY GOLF SALES, SPECIAL ORDER CLUB-RUDEN, 301.98; CALLAWAY GOLF SALES, SPECIAL ORDER GOLF CLUB-RUDEN, 221.63; CAMBRIA HOTEL DETROIT, hotel for conference, 1,416.64; Camp Software Inc, Total FBO, 6,560.80; CANVA* I04830-46925804, Program materials, 119.99; CANVA* I04859-34307237, Stickers for litter program, 117.10; CANVA* I04860-10168374, Canva Creation Tools Annual- Refunded by AI Powere, (119.99); CANVA* I04873-50533496, Magnets for events and promotion, 647.74; CANVA* I04873-50533496, Sales tax refund, (40.74); CANVA* I04903-90487528, Canva Creation tools annual, 119.99; CANVA* I04903-90487528, Canva Creation Tools Annual- Rebilled Canva Custom, 119.99; CANVA* I04910-76838068, Doc creator subscription charge, 149.90; CANVAS PRODUCTS INC, COVERS FOR BATTERY LINE TRIMMERS, 174.78; CANVAS PRODUCTS INC, Repairs made to E1's hose bed cover, 31.05; CANVAS PRODUCTS INC, ST5-Zipper replaced in bag used for rescue strut, 47.09; CAPITAL SANITARY, 5th St RR Janitorial Supplies, 237.12;

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 764.17

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

CAPITAL SANITARY, City Hall Annex Janitorial, 71.32; CAPITAL SANITARY, City Hall Janitorial, 59.64; CAPITAL SANITARY, City Hall Janitorial supplies, 110.82; CAPITAL SANITARY, HDQ-Janitorial Supplies, 415.12; CAPITAL SANITARY, janitorial supplies, 3,980.30; CAPITAL SANITARY, Janitorial Supplies - Intermodal, 56.42; CAPITAL SANITARY, Janitorial Supplies - JOTC, 1,235.23; CAPITAL SANITARY, JANITORIAL SUPPLIES FOR BUNKER GOLF, 37.34; CAPITAL SANITARY, JANITORIAL SUPPLIES FOR PARKS, 5,125.55; CAPITAL SANITARY, JANITORIAL SUPPLIES FOR PARKS-FY27, 1,260.51; CAPITAL SANITARY, JANITORIAL SUPPLIES FOR POOLS, 1,493.18; CAPITAL SANITARY, Janitorial supplies for Water Plant, 359.80; CAPITAL SANITARY, LF/Ref/St- Shirt Order 05/22/26, 6,276.66; CAPITAL SANITARY, MFC Janitorial, 649.26; CAPITAL SANITARY, MISC JANITORIAL SUPPLIES-MARINA, 311.63; CAPITAL SANITARY, MISC SUPPLIES FOR BUNKER GOLF, 102.39; CAPITAL SANITARY, SANITIZER FOR THE POOLS, 78.90; CAPITAL SANITARY, ST3-Janitorial Supplies, 112.02; CAPITAL SANITARY, ST5-Janitorial Supplies, 302.21; CAPITAL SANITARY, ST6-Janitorial Supplies, 593.34; CAPITAL SANITARY , Cell and data Service Autopay April 21, 2026, 43.57; CAPITAL SANITARY , floor cleaner for the wrrc, 107.94; CAPITAL SANITARY , Paper Towels, 867.22; CAPITAL SANITARY , Soap for the WRRC, 112.37; CARADCO LANDLORD LLC, TIF Spring 2026/FY26, 65,312.22; CARLISLE RYAN DIGITA, Award Banquet Programs 2026, 181.81; CARLISLE RYAN DIGITA, COPIES FOR COMPREHENSIVE MASTER PLAN, 2,309.11; CARMAC MANAGEMENT IN, TIF Spring 2026/FY26, 8,524.04; CAROLINES RESTAURANT , 03/30 MVM City Business lunch with Chamber MG, 22.80; CAROLINES RESTAURANT , 3/25 MVM city business lunch with ECIA MH, 18.00; CAROLINES RESTAURANT , 3/27 Business lunch with 5 for Human Rights Direct, 110.75; CAROLINES RESTAURANT , Chat gpt subscription - 05/16/26-06/16/26, 20.00; CAROLINES RESTAURANT , Chat gpt subscription 02/16/26-03/16/26, 20.00; CAROLINES RESTAURANT , chatgpt subscription - 04/16/26-05/16/26, 20.00; CAROLINES RESTAURANT , ChatGPT Subscription - 06/16/26-07/16/26, 20.00; CAROLINES RESTAURANT , chatgpt subscription 03/16-04/16/26, 20.00; CAROLINES RESTAURANT , city business lunch with Chamber MG, 18.00; CAROLINES RESTAURANT , city business lunch with ECIA MH, 18.00; CAROLINES RESTAURANT , Dubuque Main Street exec board lunch mtg, 20.00; CAROLINES RESTAURANT , Dubuque Main Street exec board meeting, 18.00; CAROLINES RESTAURANT , Dubuque Main Street exec board meeting/Those prese, 16.00; CAROLINES RESTAURANT , Human Rights - Onboarding, 50.00; CAROLINES RESTAURANT , Human Rights Interview - Mocanu, 102.75; CAROLINES RESTAURANT , lunch for interview, 122.72; CAROLINES RESTAURANT , Lunch for Senior Staff Meeting, 111.00; CAROLINES RESTAURANT , Mulch for Westmore, 20.00; CAROLINES RESTAURANT , Police Chief Interview, attendees: MVM, Cori, Cren, 190.50; CAROLINES RESTAURANT , Supper during Accreditation Site Visit, 355.86; CAROLINES RESTAURANT , TUBE FOR BCS MOWER, 18.00; CARRICO AQUATIC RESO, LANDING PADS FOR THE KIDDIE POOL, 7,018.00; CARRICO AQUATIC RESO, POOL REPAIR PARTS, 2,017.25; CARRICO AQUATIC RESO, RAIL CLAMPS AND BOLTS FOR POOLS, 90.30; CASCADE PIONEER-ADVE, 1 month subscription to TH, 38.44; CASCADE PIONEER-ADVE, 1 yr subscription to TH, 434.64; CASCADE PIONEER-ADVE, 2 months of 3 copies TH for collection 1166759, 198.00; CASCADE PIONEER-ADVE, Advertisement of mtgs, 60.74; CASCADE PIONEER-ADVE,

Advertising, 968.84; CASCADE PIONEER-ADVE, Mtg Notices ZAC and ZBA, 186.89; CASCADE PIONEER-ADVE, Parks & Rec subscription, 32.84; CASCADE PIONEER-ADVE, Subscription for Park & Rec, 15.95; CASCADE PIONEER-ADVE, Subscription for Parks & Rec, 15.95; CASCADE PIONEER-ADVE, Telegraph Herald Subscription, 197.04; CASCADE PIONEER-ADVE, TH Notice ZAC 04-01-26, 45.55; CASCADE PIONEER-ADVE, TH Notice ZBA 04-23-26, 70.66; CASCADE PIONEER-ADVE, TH subscription, 48.79; CASCADE PIONEER-ADVE, TH Yearly subscription Planning Serv Department I, 439.08; CASEYS #5135 , 2" Pump, 41.76; CASEYS #5135 , 2" Pump Fuel, 59.80; CASEYS #5135 , Unit 3467 gas for lawn mower, 42.50; Casey's General Stor, Bunker Bar - ICe, 74.28; Casey's General Stor, FUEL FOR #4463-FUEL ISLAND NOT QUITE READY, 99.62; Casey's General Stor, FUEL FOR JEEP #2564, 34.22; Casey's General Stor, Gas for GTSB Conference, 39.22; Casey's General Stor, Gas for training, 384.44; CASTLE BRANCH , NURSING PROGRAM ONLINE PROGRAM FOR FSS PARTICIPANT, 140.19; CATHERINE ARNOLD, 175 STATE PROPERTY SALE RL REIMBURSEMENT, 52.50; CATHOLIC CHARITIES O, FY2026 Purchase of Services Agreement, 250.10; CDL POWERSUITE LLC , smith training -Bradin Steil-water Dept, 75.00; CDW GOVERNMENT INC, Veeam backup order from CDWG, 2,564.00; CDW GOVT #AJ78T9M , Rack Mount Bracket for Switch project, 57.60; CDW GOVT #AJ8BS4Q , ado indesign for Intermodal - per Randy Gehl, 247.07; CENGAGE LEARNING INC, Large Print books for circulating collection, 1,154.30; CENTER POINT INC, Large Print books for circulating collection, 680.19; Centrally Rooted Mis, Community Support & Empowerment Grant: Centrally, 1,690.81; CENTURY LINK, FY26 CL Phone Charges, 13,244.01; CES COMPUTERS INC, DESK TOP COMPUTER, 704.99; CES COMPUTERS INC, DOCKING STATION, 382.99; CES COMPUTERS INC, Traffic Center Computer Monitors, 816.48; CHAD M HAMILTON, AFTERSCHOOL SPORTS-TRACK, 250.00; CHEMSEARCH, LF Inside Out, 2x2.5GL,NAC FE 05/06/26, 603.95; CHEMSEARCH, LF Yield Aerosol 6/8/26, 232.45; CHEMSEARCH, LF-LOK Cease Brush Top, DZ, NAC CL 05/07/26, 337.20; CHEMSEARCH, Parts Washer Lease/Bld 75 Water Treatment, 1,454.31; CHEMSEARCH, Water Treatment - Bld 80 - Two Loops, 1,841.97; CHEM-SULT INC, Polymer for Water Plant Treatment, 1,412.84; CHICAGO KITE/ KITE HAR, 150 kids kites for kids event, 768.50; CHICK-FIL-A #03572 , Kids camp lunches, 701.72; CHICK-FIL-A #03572 , Lunch for kids camp, 701.72; Children's Plus, Inc, Children''s Books for Collection, 1,634.00; CHINOOK MEDICAL GEAR INC , Medic Pack - Gear, 523.41; CHIPOTLE 2845 , Battery Ads and Storm Debris Ads, 56.45; Christina A Kirk, Artist ARt at library sales, 584.00; Christopher F Harris, Fenelon Hill Thaw and Mingle Grant Reimbursement, 317.30; CINTAS CORP, Cintas Ramp Rugs, 84.43; CINTAS CORP, Cintas Ramp Rugs 5th, Five Flags, 227.19; CINTAS CORP, Cintas Ramp Rugs Central,IM.Locust, 171.40; CINTAS CORP, Cintas Ramp Rugs FY26, 318.82; CINTAS CORP, Cleaning Supplies / Mats - Intermodal - FY26, 180.28; CINTAS CORP, Cleaning Supplies / Mats - Intermodal 5.26.26, 45.07; CINTAS CORP, Floor Mat Service, 690.77; CINTAS CORP, FY2026 BLANKET PO - UNIFORMS, 3,971.86; CINTAS CORP, FY27 Floor Mat Service City Hall, Annex, Fed Bldg, 139.01; CINTAS CORP, janitorial supplies, 38.37; CINTAS CORP, JANITORIAL SUPPLIES FOR BUNKER GOLF, 310.44; CINTAS CORP, Mats, Cloths, shop towels JOTC 5.26.26, 165.64; CINTAS CORP, Mats, Cloths, shop towels JOTC FY26, 496.92; CINTAS CORP, Medical supplies - invoice was past due they reuqe, 98.57; CINTAS CORP, Rugs/Towels for the WRRC-FY26, 1,540.32;

CINTAS CORP, Various Maintenance - FY26, 3,431.89; CINTAS FIRST AID & S, First Aid Supplies-WRRC - FY26, 169.11; CINTAS FIRST AID & S, FIRST AIDE CABINET RESTOCKED, 210.10; CINTAS FIRST AID & S, FIRST AIDE CABINET RESTOCKED-MARINA, 55.94; CINTAS FIRST AID & S, FY2026 BLANKET PO - FIRST AID SUPPLIES, 152.22; CINTAS FIRST AID & S, FY2026 First Aid Supplies, 372.69; CINTAS FIRST AID & S, Replenish Safety Supplies Garage April 26, 29.15; CINTAS FIRST AID & S, Replenish Safety Supplies Garage May 26, 7.53; CITY OF CEDAR RAPIDS, Airport Parking, 66.00; CITY OF CEDAR RAPIDS, Airport Parking for GFOA Training, 65.00; CITY OF CEDAR RAPIDS, Meeting with Federal Legislators Airport Parking, 22.00; CITY OF CEDAR RAPIDS, parking - EIA - travel to SC, 44.00; CITY OF CEDAR RAPIDS, Parking @ airport while SV attending Laserfiche Co, 51.00; CITY OF CEDAR RAPIDS, parking at airport, 49.00; CITY OF CEDAR RAPIDS, Parking at airport for Catalis Confereence: SS, 44.00; CITY OF CEDAR RAPIDS, Parking at Cedar Rapids Airport, 48.00; CITY OF CEDAR RAPIDS, PARKING FEE AT CEDAR RAPIDS AIRPORT WHILE ATTENDIN, 44.00; CITY OF CEDAR RAPIDS, parking fees, 105.00; CITY OF CEDAR RAPIDS, PARKING FOR DALLAS TRIP, 44.00; CITY OF CEDAR RAPIDS, Parking for LEAD Grant Trip, 119.00; CITY OF CEDAR RAPIDS, Parking Meeting with DC Federal Legislators, 22.00; CITY OF CEDAR RAPIDS, Tyler Connect 26 parking at Cedar Rapids Airport, 48.00; City of Des Moines, Parking - City Attorney's Meeting - Des Moines. IA, 10.00; City of Des Moines, parking at conference, 7.00; CITY OF DUBUQUE - UB, 3/3 parking for meeting, 1.00; CITY OF DUBUQUE - UB, 4/16 CB parking while at meeting at CAO, 0.75; CITY OF DUBUQUE - UB, accidentally used this for personal parking. I wil, 1.00; CITY OF DUBUQUE - UB, AmeriCorps Meeting Parking, 7.75; CITY OF DUBUQUE - UB, CAO for review of multiples DAs/leases., 1.75; CITY OF DUBUQUE - UB, CAO to review Grand Harbor lease, 1.50; CITY OF DUBUQUE - UB, City of Dubuque Universal Application Meeting with, 1.00; CITY OF DUBUQUE - UB, City Staff Internal Work Group Meeting Parking, 1.00; CITY OF DUBUQUE - UB, COMMUNITY IMPACT SERVICE PROGRAM FR 5/17/26-5/31/2, 644.15; CITY OF DUBUQUE - UB, Community Impact Utility Bill payments, 2,348.74; CITY OF DUBUQUE - UB, Corrigan parking fee for dept. manager's meeting a, 1.75; CITY OF DUBUQUE - UB, Dept Mgr meeting at Library, 1.50; CITY OF DUBUQUE - UB, DI meeting at GDDC offices, 2.00; CITY OF DUBUQUE - UB, DI meeting at GDDC offices., 2.75; CITY OF DUBUQUE - UB, Dispute claim reported to Kaia, 5.00; CITY OF DUBUQUE - UB, IAP2 Conference Day 2 Parking, 4.25; CITY OF DUBUQUE - UB, IAP2 Conference Parking, 5.75; CITY OF DUBUQUE - UB, Laminated services for station posters, 9.00; CITY OF DUBUQUE - UB, Meeting, 2.50; CITY OF DUBUQUE - UB, MEETING ROOM FEE FOR BRANCHING OUR DBQ, 20.00; CITY OF DUBUQUE - UB, Meeting to discuss IEDA site certification at GDDC, 1.25; CITY OF DUBUQUE - UB, Meeting with Authentic Connection, 1.00; CITY OF DUBUQUE - UB, Meeting with Mentor, 1.00; CITY OF DUBUQUE - UB, Meeting With The Chamber, 2.00; CITY OF DUBUQUE - UB, Opportunity Zone meeting at GDDC offices., 1.00; CITY OF DUBUQUE - UB, Parking, 7.25; CITY OF DUBUQUE - UB, Parking Dept Managers Meeting, 3.50; CITY OF DUBUQUE - UB, Parking fee for Dept. Head meeting at the Library, 1.75; CITY OF DUBUQUE - UB, Parking fee for Dept. meeting at Library, 3.00; CITY OF DUBUQUE - UB, Parking fee for meeting, 5.25; CITY OF DUBUQUE - UB, Parking fee for meeting at Library, 1.75; CITY OF DUBUQUE - UB, PARKING FEE WHIL ATTENDING DEPARTMENT MANAGER'S ME,

2.75; CITY OF DUBUQUE - UB, PARKING FEE WHILE ATTENDING DEPARTMENT MANAGER'S M, 3.00; CITY OF DUBUQUE - UB, PARKING FEE WHILE ATTENDING FY27 CONTRACT NEEDS/DR, 1.00; CITY OF DUBUQUE - UB, PARKING FEE WHILE ATTENDING INTERDEPARTMENTAL MEET, 1.00; CITY OF DUBUQUE - UB, Parking for Department Manager's Meeting, 1.00; CITY OF DUBUQUE - UB, parking for dept managers meeting, 2.00; CITY OF DUBUQUE - UB, Parking for Dept Manager's Meeting, 1.00; CITY OF DUBUQUE - UB, Parking for meeting, 2.00; CITY OF DUBUQUE - UB, parking for meeting at City Hall, 0.75; CITY OF DUBUQUE - UB, parking for meeting at MCFC, 1.25; CITY OF DUBUQUE - UB, parking for meeting with bldg dept, 1.00; CITY OF DUBUQUE - UB, Parking for new Assistant Director, 20.50; CITY OF DUBUQUE - UB, Parking for opportunity zone meeting, 1.25; CITY OF DUBUQUE - UB, Parking Meter-Management Team Mtg, 1.50; CITY OF DUBUQUE - UB, Parking- RAGBRI meeting, 1.25; CITY OF DUBUQUE - UB, Parking receipt for meeting and interviews at Park, 1.75; CITY OF DUBUQUE - UB, Parking receipt for meetings and interviews at Par, 1.75; CITY OF DUBUQUE - UB, Parking-Refuse meeting, 1.00; CITY OF DUBUQUE - UB, Parking-Spirit Awards Meeting, 1.00; CITY OF DUBUQUE - UB, Passport Parking, 1.25; CITY OF DUBUQUE - UB, Printing, 12.00; CITY OF DUBUQUE - UB, Review Thunder Valley DA at CAO., 1.50; CITY OF DUBUQUE - UB, Supplies for Spanish Club, 7.00; CITY OF DUBUQUE - UB, Utility Billing 3-29-26 thru 4-11-26, 914.08; CITY OF DUBUQUE IOWA, SHORTFALL AND SUBSIDY FOR FY26, 199,818.32; City of Dubuque/Gran, SHORTFALL AND SUBSIDY FOR FY26, 195,644.00; CITY OF EPWORTH, Salt Reimbursement, 182.20; CITY OF MINNEAPOLIS, 3 Nights/Days of Parking for PLA Conference, 51.00; CITY OF SIOUX FALLS PUBLI , Streets-Chainsaws for ROW management and storms, 800.00; CLAREY'S SAFETY EQUI, Cal Gas for Hazmat plus travel charger, 491.11; CLAREY'S SAFETY EQUI, Rae QRae 3 Monitor with BW Clips, 2,723.81; CLAREY'S SAFETY EQUI, Rae Sensor Module LEL, Rae LEL Sensor Qrae III, 675.25; CLAREY'S SAFETY EQUI, ST6-Large Crash Kit Bag, 343.00; CLARKE UNIVERSITY, Franchise Fee FY26, 3,275.53; CLEAN SWEEP OF I & I, Monthly Unlimited Car Washed for Asset 130011, 22.00; CLEAN SWEEP OF I & I, Monthly Unlimited Car Washed for Asset 130012, 28.00; CLEAN SWEEP OF I & I, Monthly Unlimited Car Washed for Asset 1900, 22.00; CLEAN SWEEP OF I & I, Monthly Unlimited Car Washed for Asset 1912, 22.00; CLEAN SWEEP OF I & I, Monthly Unlimited Car Washed for Asset 1917, 22.00; CLEAN SWEEP OF I & I, Monthly Unlimited Car Washed for Asset 1937, 22.00; CLEAN SWEEP OF I & I, Monthly unlimited car washes for Asset 130011, 44.00; CLEAN SWEEP OF I & I, Monthly unlimited car washes for Asset 130012, 56.00; CLEAN SWEEP OF I & I, Monthly unlimited car washes for Asset 1900, 44.00; CLEAN SWEEP OF I & I, Monthly unlimited car washes for Asset 1912, 44.00; CLEAN SWEEP OF I & I, Monthly unlimited car washes for Asset 1917, 44.00; CLEAN SWEEP OF I & I, Monthly unlimited car washes for Asset 1937, 44.00; CLEAN SWEEP OF I & I, Pro-Clean monthly unlimited Car washes - Asset 130, 50.00; CLEAN SWEEP OF I & I, Pro-Clean monthly unlimited Car washes - Asset 190, 22.00; CLEAN SWEEP OF I & I, Pro-Clean monthly unlimited Car washes - Asset 191, 44.00; CLEAN SWEEP OF I & I, Pro-Clean monthly unlimited Car washes - Asset 193, 22.00; CLEARSPAN FABRIC STR, REPLACE POLYCARBONATE PANELS-GREENHOUSE, 85,795.00; CLEARSPAN FABRIC STR, Unit 3231-piece of poly for part under truck, 481.61; CLEMENT COMMUNICATIO, MSC- SAFETY AND THE SUPERVISOR-ELEC, 259.31; CLERK OF DISTRICT CO, Filing Fee, 7,225.00; CLERK OF DISTRICT

CO, Filing Fee - Refund, (95.00); CLERK OF DISTRICT CO, Filing Fee - Refunded, (95.00); CLEVELAND GOLF, DRIVER FOR BUNKER HILL GOLF, 210.60; CLIA LABORATORY PROG, Medicare Provider Renewal, 750.00; CLOCKWORK PARTNERS L, VIEWING TOWERS-EPP, 113.38; CLUB CAR WASH -JFK RD DU , car wash, 73.68; CLUB CAR WASH -JFK RD DU , car wash adjust tax, (3.78); CLUB CAR WASH -JFK RD DU , car wash for 903, 24.00; CLUB CAR WASH -JFK RD DU , Office Staff Supplies, 25.68; CLUB CAR WASH -JFK RD DU , TUBE INSTALL, 24.00; COATS COMPANY , GARAGE - SERVICE ON TIRE BALANCER, 187.50; COBBLESTONE INN & SUIT, Lodging for training-Dura, 179.20; COBBLESTONE INN & SUIT, Lodging for training-Levin, 89.60; COBBLESTONE INN & SUIT, Lodging for training-Meyer, 179.20; COBBLESTONE INN & SUIT, Lodging for training-Waddick, 89.60; COBBLESTONE INN & SUIT, Lodging for training-Weitz, 89.60; COBRA PUMA GOLF, APPAREL FOR KLOTZ, 115.66; COBRA PUMA GOLF, GOLF APPAREL, 483.93; COBRA PUMA GOLF, GOLF APPARREL, 1,016.36; COBRA PUMA GOLF, PRO SHOP ITEMS, 2,639.13; COBRA PUMA GOLF, SPECIAL ORDER GOLF SHOES, 77.13; COBRA PUMA GOLF, SPECIAL ORDER GOLF SHOES-KLOTZ, 132.99; COD - PASSPORT PARKING, Buns for Bunker Bar, 10.67; CODE 3 ASSOCIATES , Virtual training Animal Behavior on Scene for BH a, 51.00; COLE PAPERS INC, Detergent for PPE decontamination, 270.00; COLLEGE LAWN SERVICE, Lawn Mowing Services - College Lawn Care, 34,879.06; COLTS YOUTH ORGANIZATION, REFUND OF SPECIAL EVENT APP FEE. CN SUBMITTED, 5.00; COMELEC INTERNET SER, COMELEC INTERNET SERVICE FY26, 252.90; COMELEC INTERNET SER, INTERNET FOR CAMPGROUNDS-FY26, 120.00; COMELEC INTERNET SER, INTERNET FOR CAMPGROUNDS-FY27, 60.00; COMELEC SERVICES INC, KDUB Tower Fees - 8 Units - FY26, 240.00; COMELEC SERVICES INC, REPLC.ANTENNA ENDS ON CABLES FOR FIBER, 277.20; COMFORT INN & SUITES , Lodging for training-Meyer, 285.60; COMFORT INN & SUITES , Lodging for training-Pape, 285.60; COMMAND SECURITY SOL, ALARM MONITORING FY26, 217.74; COMMAND SECURITY SOL, ALARM MONITORING FY27, 108.87; COMMAND SECURITY SOL, Annual Fire Inspection, 861.48; COMMAND SECURITY SOL, DOOR SECURITY SENSOR FOR AIRPORT 2, 37.58; COMMAND SECURITY SOL, LF- Alarm Monitoring (Trl, SH,MS) 05/27/26, 423.24; COMMUNICATIONS ENGIN, 1gig single-strand SFP modules, 160.00; COMMUNICATIONS ENGIN, ACL Changes, 712.75; COMMUNICATIONS ENGIN, Cisco 4010 Switches, 26,164.10; COMMUNICATIONS ENGIN, Finance Networking Equipment - Chavenelle, 15,009.26; COMMUNICATIONS ENGIN, FIREWALL PROTECTION FOR GRC, 39,246.99; COMMUNICATIONS ENGIN, Firewall Replacement, 10,298.24; COMMUNICATIONS ENGIN, NETWORK EQUIPOMENT AND INSTALL-REMOTE SITES, 494.00; COMMUNICATIONS ENGIN, NETWORK SWITCHES FOR ICE ARENA, 1,506.70; COMMUNICATIONS ENGIN, Single-mode Fiber, 85.00; COMMUNICATIONS ENGIN, Single-strand single-mode SFP optics, 85.00; COMMUNICATIONS ENGIN, Software support access for a wireless access poin, 115.56; COMMUNICATIONS ENGIN, Traffic Block of Labor, 12,750.00; COMMUNICATIONS ENGIN, Two SFP modules, 75.00; COMMUNICATIONS ENGIN, West 3rd St. Underground Water Tank Network Gear, 12,455.12; COMMUNITY FOUNDATION, FY26 Envision Dbq-comm f cos, 18,750.00; COMMUNITY FOUNDATION, FY26 Project HOPE comm f COS, 21,250.00; COMMUNITY FOUNDATION, Meeting, 30.90; COMMUNITY INCORPORAT, Ads promoting Eagle Point Park and Mississippi RW, 1,430.00; COMMUNITY INCORPORAT, Advertising #511, April 23 1/4 page Pet Licensing, 275.00; COMMUNITY INCORPORAT, Summer Reading Ad, 350.00; COMMUNITY SOLUTIONS, FY2026 Contracted Services Agreement_CSEI,

47,749.19; COMPLETE OFFROAD , Parking Trucks - soft shackles, 148.00; CONLON CONSTRUCTION, Iowa Amphitheater Schmitt Island Bid Pkg 2, 1,057,470.95; CONLON CONSTRUCTION, Reimbursement for overpayment Permit BPC26-000005, 2,016.00; CONNOR DOLPHIN, 618 UNIVERSITY PROPERTY SOLD RL REIMBURSEMENT, 35.00; CONNOR DOLPHIN, 620 UNIVERSITY PROPERTY SALE RL REIMBURSEMENT, 60.00; CONNOR WATSON, 25 W 15TH PROPERTY SOLD RL REIMBURSEMENT, 60.00; CONSOLIDATED ELECTRI, Emergency lighting replacement, 80.00; CONSTELLATION NEW EN, City Of Dubuque - C&l 2401Central Ave MAY 2026, 157.16; CONSTELLATION NEW EN, City Of Dubuque - C&l 2401Central Ave APR 2026, 1,032.21; CONSTELLATION NEW EN, City Of Dubuque - C&l 2401Central Ave MARCH 2026, 2,203.10; CONSTELLATION NEW EN, COD-Dubuque City Garage: Kerper MARCH 2026, 4,941.06; CONSTELLATION NEW EN, FY27 City Hall Natural Gas, 1,744.18; CONSTELLATION NEW EN, GAS BILL FOR 2241 LINCOLN, 3,288.99; CONSTELLATION NEW EN, Natural Gas - FY26 - Constellation, 24,486.78; CONSTELLATION NEW EN, Natural Gas City Hall, 2,613.50; CONSTELLATION NEW EN, Utility gas for library, 5,107.36; CONTINENTAL AIRLINES, Admin Meetings & Conferences, 802.80; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Leaving: Fetze, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Leaving: Geyer, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Leaving: Lahey, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Leaving: Lueke, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Leaving: Reed, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Leaving: Schmi, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Leaving: Udelh, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Returning: Fet, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Returning: Gey, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Returning: Lah, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Returning: Lue, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Returning: Ree, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Returning: Sch, 45.00; CONTINENTAL AIRLINES, Checked bag for Hazmat Conference - Returning: Ude, 45.00; CONTINENTAL AIRLINES, Checked baggage for US Conference of Mayors: BC, 40.00; CONTINENTAL AIRLINES, conference airfare, 774.39; CONTINENTAL AIRLINES, DC FlyIn Return Ticket Home, 40.00; CONTINENTAL AIRLINES, FLIGHT FOR JOHNSON TO DC, 857.40; CONTINENTAL AIRLINES, Flight for NLC 2026 Summer Board and Leadership Me, 355.79; CONTINENTAL AIRLINES, FLIGHT TO DC, 857.40; CONTINENTAL AIRLINES, FLIGHT TO DC FOR CARPENTER, 857.40; CONTINENTAL AIRLINES, FLIGHT TO DC FOR LYTLE, 410.20; CONTINENTAL AIRLINES, FLIGHT TO WASHINGTON DC, 800.41; CONTINENTAL AIRLINES, LYTLE AIRLINE SEAT FEE, 16.11; CONTINENTAL AIRLINES, NRPA Flight Travel, 392.80; CONTINENTAL AIRLINES, US Conf of Mayors annual Summer mtg, 40.00; CONTINENTAL RESEARCH, OJD grease fighter for the lift stations, 294.76; ConvergeOne Inc, Data Center connection to TOC, 875.00; COOL REGENCY TRANSPORTATI , US Conf of Mayors annual Summer mtg, 102.00; COPS PLUS , COP uniforms, 232.50; COPS PLUS , Duty gear, 648.42; Cornerstone Governme, March-May Gov Affairs & Consulting, 15,000.00; COTTINGHAM & BUTLER, Airport General Liability, 63,945.00; COTTINGHAM & BUTLER, Ongoing consulting 10-1-2025 to 10-1-2026, 5,834.00; COULER VALLEY RV, CRANK FOR REC ROLL TRAILER VENT, 20.49; COUNCIL OF DEVELOPME, Cost to attend

educational webinar on new opportun, 375.00; COUNTRY INN & SUITES (, Meeting with Federal Legislators Hotel Stay, 156.35; COURTNEY S WEINSCHEN, AFTERSCHOOL SPORTS-TRACK, 250.00; COURTS/USDC-IA-N-PG , Membership Renewal - Northern District - Lehman, 25.00; COURTS/USDC-IA-N-PG , Membership Renewal - Northern District - Lindahl, 25.00; COURTS/USDC-IA-S , Membership Renewal - Southern District - Lehman, 25.00; COURTS/USDC-IA-S , Membership Renewal - Southern District - Lindahl, 25.00; COURTYARD BY MARRIOT, refund from previous month - disputed charge - can, (110.88); COURTYARD BY MARRIOT, travel - please see refund attached - disputed cha, 110.88; COURTYARD BY MARRIOTT , HOTEL FOR LATTNER-SHADE TREE SHORT COURSE AMES IA, 246.40; COURTYARD SIOUX CITY , HOTEL FOR PARKS DIVISION MGR FOR SPRING IPRA IN SI, 440.58; COURTYARD SIOUX CITY , IPRA Spring Conference Lodging, 440.58; CPSE.STORE-WOOCOMMERCE, Quality Improvement for Fire, 2nd Edition Books, 476.95; CRAWFORD HEATING AND, Reimbursement for Permit M26-000595 -2387 Garfield, 50.00; Crawford, Murphy & T, Terminal Exit Lane Improvements design phase servi, 744.04; CRESCENT COMMUNITY H, CCHC contracted services 1/1/26-6/30/26, 25,000.00; CRESCENT COMMUNITY H, Crescent Community Health_FY2026 Agreement, 163,119.00; CRESCENT ELECTRIC, bee branch conduit, 132.82; CRESCENT ELECTRIC, camera supplies, 61.29; CRESCENT ELECTRIC, Central Ramp Louvers, 242.65; CRESCENT ELECTRIC, code blue phone supplies, 23.93; CRESCENT ELECTRIC, Grandview Ave Streetlight Replacements, 98,176.00; CRESCENT ELECTRIC, Lighting and Ballasts, 1,240.49; CRESCENT ELECTRIC, LIGHTING CONTACTOR FOR MURPHY PARK BENNETT PAVILIO, 168.26; CRESCENT ELECTRIC, LIGHTING FOR MAINT SHOP BREAK ROOM, 71.36; CRESCENT ELECTRIC, Locust St GE-Lamps LED, 312.43; CRESCENT ELECTRIC, MATERIAL USED TO BRING FIBER INTO MT. CARMEL PUMP, 142.65; CRESCENT ELECTRIC, MATERIAL USED TO MOVE CONTROL ROOM RTU DUE TO ROOF, 41.06; CRESCENT ELECTRIC, OUTLETS FOR AY PARK, 575.87; CRESCENT ELECTRIC, Sternberg Fixtures Globes, 12,570.00; CRESCENT ELECTRIC, Street Lighting, 462.62; CRESCENT ELECTRIC, street lights, 1,129.22; CRESCENT ELECTRIC, Street Lights - Cobra Heads, 22,757.66; CRESCENT ELECTRIC, traffic pedestal 14th and Main, 797.99; CROSSFIT DUBUQUE, Physical Fitness For New Firefighter Candidates, 3,650.00; CUMMINS SALES AND SE, Hobart Unit, 1,793.72; CURATORS OF THE UNIV, ADA Coordinator Certification Program Registration, 300.00; CURB DC TAXI, DC Fly-In Taxi, 27.14; CURB DC TAXI, IMLA Spring 2026 - Tax from airport to hotel, 31.70; CURB DC TAXI, Meeting with Federal Legislators in DC, 27.69; CURB DC TAXI , Taxi for DC FlyIn, 25.18; CURB LA TAXI , Cab fare for conference, 78.22; CURB LA TAXI , Prizes for wellness table at employee appreciation, 78.22; CURB LV TAXI A CAB , 2025 ICAS Convention, 33.71; CURB LV TAXI A CAB, Taxi Fee, 34.01; CURB LV TAXI LUCKY , Taxi from Hotel to Airport, 40.01; CURB LV TAXI NEW CA , cab fare, 32.09; CURB LV TAXI WESTER , conference uber fee, 40.01; CURB LV TAXI YCS, Tyler Connect 26 Taxi from hotel to airport, 40.01; CURT'S SIGNATURE SIG, INTERPRETIVE SIGN FOR AY MCDONALD, 425.00; CUSTOMPRODUC*, street traffic light supplies, 468.37; CVENT* LASERFICHE EMPO, Laserfiche Empower Hotel: TS, 765.33; Cybersource Corporat, CYBERSRC Fees, 2,932.64; D & K PRODUCTS, CHEMICALS FOR GOLF COURSE, 607.13; D & K PRODUCTS, FUNGICIDE FOR TURF-GOLF COURSE, 128.00; D & K PRODUCTS, TURF CHEMICALS FOR GOLF COURSE, 16,150.55; DAKOTA, MINNESOTA &, Railroad services related to Bee Branch,

25,157.14; DAN ARENSDORF CONSTR, Pulverized Soil to MSC 05/15/26, 1,350.00; DAN ARENSDORF CONSTR, Snow Removal 2/20/26, 24,012.50; DAN ARENSDORF CONSTR, Snow Removal of Port Lots, 31,275.00; DANNER LFI , safety boots, 226.68; DAVENPORT FARM & FLE, CHAIN SAW SCRENCH, VISE AND TARP COVER CLIPS, 59.69; DAVENPORT FARM & FLE, FENCE FOR BEE BRANCH TREE PROTECTION, 236.95; DAVENPORT FARM & FLE, FENCING FOR BRANCHING OUT DBQ TREES, 279.96; DAVENPORT FARM & FLE, FENCING FOR TREE PROTECTION FOR BRANCHING OUT DBQ, 159.98; DAVENPORT FARM & FLE, Materials for storm clean up, 69.95; DAVENPORT FARM & FLE, PROTECTIVE FENCING FOR TREES AND GLOVES FOR STAFF, 172.72; DAVENPORT FARM & FLE, RAIN GEAR FOR OUTDOOR METER WORK/REPAIRS, 69.99; DAVENPORT FARM & FLE, RAIN GEAR FOR OUTDOOR METER/MIU MAINTENANCE, 69.99; DAVENPORT FARM & FLE, SHOP TOWELS FOR MAINT SHOP, 130.89; DAVENPORT FARM & FLE, Unit 3271 Water Pump, 249.99; David L Kafer, AFTERSCHOOL SPORTS-TRACK, 490.00; DAVIS EQUIPMENT CORP, DECK MOWER PARTS FOR GOLF MAINT, 59.99; DAVIS EQUIPMENT CORP, EQUIPMENT REPAIR PARTS, 47.90; DAVIS EQUIPMENT CORP, HUB CAPS FOR GOLF COURSE MOWER, 21.30; DAVIS EQUIPMENT CORP, MACHINE EQUIPMENT PARTS, 889.75; DAVIS EQUIPMENT CORP, MOWER PARTS, 94.28; DAVIS EQUIPMENT CORP, PARTS FOR GOLF COURSE MOWER, 251.98; DAVIS EQUIPMENT CORP, PARTS FOR ROUGH MOWER, 61.68; DAVIS EQUIPMENT CORP, TENSION IDLER FOR MAINT EQUIPMENT, 259.05; DEAN SIEBE, 3463 KIMBERLY RENTAL LICENSE OVERPAYMENT, 200.00; DEERE & COMPANY, MSC- Field Ops: Mowers, 13,589.76; DELANEY MEETING & EVENT , National Adaptation Forum Registration: GB, 580.00; DELTA AIR LINES INC, 5th International Place Making Professional Develo, 568.81; DELTA AIR LINES INC, Airfare - IMLA 2026 Mid-Year - NO LONGER GOING TO, 188.50; DELTA AIR LINES INC, Airfare - IMLA 2026 Mid-Year Meeting, 223.50; DELTA AIR LINES INC, airfare for conference, 1,293.60; DELTA AIR LINES INC, baggage fee, 135.00; DELTA AIR LINES INC, baggage fee for conference, 45.00; DELTA AIR LINES INC, conference flight, 488.40; DELTA AIR LINES INC, Delta - checked bag, 35.00; DELTA AIR LINES INC, Delta - Checked Bag for flight to SC, 35.00; DELTA AIR LINES INC, FLIGHT TO DC FOR LYTLE, 303.40; DELTA AIR LINES INC, GARAGE - GOVERNMENT FLEET EXPO CONFERENCE AIRFARE, 16.53; DELTA DENTAL OF IOWA, FY26 Delta Dental - July 2026, 30,113.18; DELTA DENTAL OF IOWA, FY26 Delta Dental - June 2026, 28,651.52; DEMCO INC, Processing supplies for library materials, 2,342.44; DEMMER OIL COMPANY, 1000 Gasahol, 3,499.00; DEMMER OIL COMPANY, 7205 Diesel, 32,559.40; DEMMER OIL COMPANY, 7510 Diesel, 31,480.42; DEMMER OIL COMPANY, FUEL FOR POD MARINA, 7,938.00; DEMMER OIL COMPANY, UNLEADED AND DIESEL FUEL FOR POD MARINA, 12,634.22; DEMMER OIL COMPANY, UNLEADED AND DIESEL FUEL-POD MARINA, 15,559.40; DENISE C BLAKELEY-IH, FY2026 BLANKET PO - CONSULTANT SERVICES, 5,946.45; DEPT PUBLIC SAFETY FSTB , Fire Service Testing - L Salow, 27.13; DEPT PUBLIC SAFETY FSTB , Fire Service Training Cert - L Salow, 27.13; DEPT PUBLIC SAFETY FSTB , Firefighter 2 State testing - Dakota Scott, 52.75; DEPT PUBLIC SAFETY FSTB , State fire testing fee, 52.75; DES MOINES AREA COMM, CREDIT FOR ALL IOWA CONFERENCE REGISTRATION FEE-NO, (75.00); DES MOINES MARRIOTT, 3-15 through 3-18 DC NLC Congressional City Confer, 1,238.34; DES MOINES MARRIOTT, Hotel stay 3/16-3/18 in Washington DC for NLC Conf, 1,002.56; DES MOINES REGISTER, Monthly digital subscription renewal for The Washi, 1.06; DES MOINES REGISTER , Monthly subscription to Des Moines Register, 52.00; DES

MOINES REGISTER , Monthly subscription to Des Moines Register 05/09/, 52.00; DES MOINES REGISTER , monthly subscription to Des Moines register 06/10/, 52.00; DES MONIES EMBASSY SUI, Hotel - City Attorney's Meeting - Des Moines, IA, 135.52; DES MONIES EMBASSY SUI, Hotel for IAWEA conference, 508.02; DESERT CAB , 2025 ICAS Convention, 35.11; DESMAN, INC, Iowa Ramp Repairs & Maint Services, 6,400.00; DIETZ ENTERPRISES LL, Energy Savers Program approved 1653 Fairfax Ave, 5,500.00; DIETZ ENTERPRISES LL, Energy Savers Program approved 1755 AUBURN ST, 5,083.00; DIETZ ENTERPRISES LL, Energy Savers Program approved contract work, 5,172.00; DIETZ ENTERPRISES LL, Energy Savers Program approved work@2380 Trygg Dr, 6,216.00; DIETZ ENTERPRISES LL, Energy Savers Program contract work 2645 Jackson S, 6,742.00; DIETZ ENTERPRISES LL, Energy Savers Program contract work-3219 Asbury Rd, 5,381.00; DIETZ ENTERPRISES LL, Energy Savers Program contract work-555 Arlington, 6,241.00; DIETZ ENTERPRISES LL, Energy Savers Program HVAC 2361 Gordon Dr, 6,180.00; DIETZ ENTERPRISES LL, Energy Savers Program HVAC 3060 Westmore, 6,112.00; DIGI KEY CORPORATION, Time Relays for drip traps in building 70, 303.81; DIGITAL DESIGNS INC, Animal Control Truck Wrap, 1,402.70; Digitech Computer LL, Ambulance Billing Cash Receipts, 34,834.67; DINGES FIRE COMPANY, Bunker Gear for New Firefighters, 21,375.00; DINGES FIRE COMPANY, Repair of Bunker Gear, 81.17; DINGES FIRE COMPANY, ST2 - gauge for Wye on Highrise Pack, 94.50; Discover Hospitality, Best Western banquet room for Mental Wellness for, 1,271.43; Discover Hospitality, Lodging for Guest speaker for Mental Health Confer, 105.27; DISH NETWORK LLC, Blanket Purchase Order - Monthly TV Service, 318.24; DISH NETWORK LLC, Dish Network TV Service, 182.12; DISH NETWORK LLC, Monthly Cable, 165.12; DISH NETWORK LLC, TV Service, 182.12; DISH NETWORK LLC, TV Services, 182.12; District 20 Supply C, ARTWORK FOR PARKS & REC DIRECTOR APPARREL, 21.00; District 20 Supply C, JUNIOR GOLF SHIRTS, 180.00; District 20 Supply C, UNIFORMS FOR TEMPORARY STAFF, 357.00; DITTMER RECYCLING IN, Blanket Refuse-Comingled Recycling, 1,248.20; DITTMER RECYCLING IN, Confidential Shredding, 281.34; DITTMER RECYCLING IN, FY2026 BLANKET PO - SVC TRASH AND RECYCLING CHARGE, 300.00; DITTMER RECYCLING IN, FY27 Shredding Service City Hall, Legal, Fed Bldg, 151.00; DITTMER RECYCLING IN, Landfill Fees - 20 yrd/2 yrd - FY26, 1,156.79; DITTMER RECYCLING IN, LF- Dittmer Recycling Services, 23,667.60; DITTMER RECYCLING IN, REFUSE FOR APRIL 2026, 256.56; DITTMER RECYCLING IN, REFUSE FOR MAY 2026, 1,187.43; DMACC , REGISTRATION FEE FOR CHRIS LESTER TO ATTEND THE AL, 75.00; DMASWA , getting rid of old cabinets 04/20/2026, 20.00; DMASWA , Old cabinet and waste to dump, 23.00; DNH*GODADDY , GODADDY for cityofdubuque.com, 25.18; DNH*GODADDY#4054035960, Wildcard SSL for eproxy.CSPL.org 4054035960, 791.76; DNH*GODADDY#4074353828, web hosting for CSPL website and sub domains, ssls, 659.88; DNH*GODADDY#4078739150, Domain register for encyclopediadubuque.org 407873, 23.19; DNH*GODADDY#4083448234, ssl for Shakespeare website 4083448234, 119.99; DOLAN CONSULTING GROUP, IAP2 Conference Professional Development, 275.00; DOLAN CONSULTING GROUP, Registration online class, 275.00; Doll Distributing LL, Alcohol for Bunker Hill, 1,477.15; DOLLAR TREE #773, HQ - Kitchen supplies - pot holders, BBQ tongs, 5.50; DOLLAR TREE #773, Program Supplies 4/17/16, 18.75; DOLLAR TREE #773, Snack

for Spanish Club Meeting, 17.00; DOLLAR TREE #773, Table Covers, 6.25; DOLLAR TREE #773, table covers 6/03/26, 6.25; DOMINO'S 1738 , AmeriCorps Orientation Meal, 58.30; Donald John Jedlicka, AFTERSCHOOL SPORTS-TRACK, 250.00; DONNA J SCHMITT, VOLEYBALL/BASKETBALL CAMP INSTRUCTOR SUMMER 2026, 1,920.00; DOTLOOP LLC, Lead '24 subscription, 383.88; DOUBLETREE HOTELS , Hilton Hotel NAPA April 2026 Detroit - Shena Moon, 1,303.90; DOUBLETREE HOTELS , Hilton Hotel NAPA Conf Detroit April 2026 Wally, J, 1,696.94; DOUGLAS INDUSTRIES , PICKLEBALL NETS FOR VETS, 338.00; DOUGLAS J SABEL, Bar Screen/Rack Work at WRRC, 13,591.39; DP Associates a divi, Snow Fighter Training October 2025, 19,940.00; Drive Line & Company, Axle Shaft, 1,136.13; Drive Line & Company, GARAGE - SERVICE - STOCK RADIATOR CLEAN - 4/22/26, 165.25; Drive Line & Company, MOUNT KIT FOR PLOW#4421, 799.14; Drive Line & Company, New Carrier bearing-Bradley Street Lift Station, 28.99; Drive Line & Company, SAFETY RAILING FOR #4414, 617.98; DSM PARKING 1200 MULBERRY , Des Moines Tyler Conference Parking, 7.00; Dubuque and Jackson, Habitat for Humanity_FY26 Purchase of Serv Agreeme, 5,880.00; DUBUQUE APPLIANCE CE, Refrigerator and Smart Inverter, 878.00; DUBUQUE ARBORETUM , Community Support & Empowerment Grant: Arboretum, 5,000.00; DUBUQUE AREA CHAMBER, 2025-26 Corporate Sponsorship, 1,500.00; DUBUQUE AREA CHAMBER, Admin Meetings and Conferences, 25.00; DUBUQUE AREA CHAMBER, AS Registration to 2026 DC Fly In, 2,650.00; DUBUQUE AREA CHAMBER, BC Registration to 2026 DC Fly In, 2,200.00; DUBUQUE AREA CHAMBER, CB Registration to 2026 DC Fly In, 2,650.00; DUBUQUE AREA CHAMBER, Chamber for 2026 DC Fly In/jc, 2,650.00; DUBUQUE AREA CHAMBER, chamber membership for library 68444, 236.00; DUBUQUE AREA CHAMBER, DC Fly In 2026 - Dalsing and Kurtz Weber, 4,850.00; DUBUQUE AREA CHAMBER, DR Registration to 2026 DC Fly In, 2,650.00; DUBUQUE AREA CHAMBER, DS Registration to 2026 DC Fly In, 2,650.00; DUBUQUE AREA CHAMBER, ESHEET FOR BANNER PROGRAM, 150.00; DUBUQUE AREA CHAMBER, MVM's Registration - Tri-State Mayors Breakfast -, 25.00; DUBUQUE AREA CHAMBER, renewal of annual membership to Young Professional, 65.00; DUBUQUE AREA CHAMBER, TL Registration to 2026 DC Fly In, 2,650.00; DUBUQUE AREA CHAMBER, Tri-State Mayors Breakfast, 25.00; DUBUQUE AREA CHAMBER, Tri-State Mayor's Breakfast, 25.00; DUBUQUE AREA CHAMBER, YP Luncheon, 25.00; DUBUQUE AREA CHAMBER, YP luncheon May, 25.00; DUBUQUE AREA LIBRARY, SD Grant-Dbq County Reads, 2,500.00; DUBUQUE COMMUNITY SC, BEFORE SCHOOL CARE 12-1-25 TO 6-30-26, 14,903.15; DUBUQUE COMMUNITY SC, Franchise Fee FY26, 18,401.66; DUBUQUE COMMUNITY SC, LF- School Bus Rental 11/14/25, 87.12; DUBUQUE COMMUNITY SC, SD Grant-Garden at School-Roosevelt Middle School, 550.34; DUBUQUE COUNTY ABSTR, Dubuque County Abstract & Title Company - IFA, 145.00; DUBUQUE COUNTY AUDIT, FY 26 Franchise Fees, 4,871.77; DUBUQUE COUNTY AUDIT, Landfill Debt Service Fee, 2,000.00; DUBUQUE COUNTY CONSE, MINES OF SPAINS MANAGEMENT AGREEMENT, 91,869.46; DUBUQUE COUNTY E911, 911 Emergency Radio Acces, 93.51; DUBUQUE COUNTY E911, Access Fees E911 Parking, 1,122.12; DUBUQUE COUNTY E911, Access Fees E911 Transit Q4 FY26, 3,459.87; DUBUQUE COUNTY E911, Dubuque County 911, 93.51; DUBUQUE COUNTY E911, EDAS Access Fees - 4th Qtr FY26, 187.02; DUBUQUE COUNTY E911, Emergency Radio Access Fees-Apr,May,June, 467.55; DUBUQUE COUNTY E911, EMERGENCY RADIO SYSTEM ACCESS FEE-PARKS, 3,459.87; DUBUQUE COUNTY E911, Emergency Radio System Access Fees, 93.51; DUBUQUE COUNTY E911, FY2026 BLANKET PO - MONTHLY

EDACS ACCESS FEE, 1,963.71; DUBUQUE COUNTY E911, FY26 911 requested funds, 39,000.00; DUBUQUE COUNTY E911, FY26 Emergency Radio Access Fees, 467.55; DUBUQUE COUNTY E911, FY26 Radio System Fee, 93.51; DUBUQUE COUNTY HISTO, Franchise Fee FY26, 3,812.94; DUBUQUE COUNTY HISTO, FY26 RECREATION INSTRUCTOR, 30.00; DUBUQUE COUNTY RECOR, 147 Customer Detail Activity/For Dbq CITY ED May26, 390.00; DUBUQUE COUNTY RECOR, 2026-00003436 Fitzgerald, 12.00; DUBUQUE COUNTY RECOR, 2026-00004598, 34.00; DUBUQUE COUNTY RECOR, 2300 University Property Purchase - Butts Florist, 1,039.20; DUBUQUE COUNTY RECOR, 321 Valeria St. - Correction of Deed - City of DBQ, 22.00; DUBUQUE COUNTY RECOR, 456 Customer Detail Activity/For DUBUQUE CITY ECON, 51.00; DUBUQUE COUNTY RECOR, Dubuque County Recorder-CDBG (Blanket PO), 14.00; DUBUQUE COUNTY RECOR, Eng Recording Fees, 27.00; DUBUQUE COUNTY RECOR, Official Receipt: 2026-00004655, 163.00; DUBUQUE COUNTY RECOR, Recording Fee 2026-00002335, 255.00; DUBUQUE COUNTY RECOR, RECORDING FEE FOR 1266 Jackson,

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 501.16

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

Dubuque County Right, Temp Easement Traffic Signals Asbury Carter, 500.00; DUBUQUE COUNTY SHERI, DDTF Apr2026 Shared Expenses, 6,589.65; DUBUQUE COUNTY SHERI, DDTF Mar26 Shared Expenses, 5,188.65; DUBUQUE COUNTY SHERI, DDTF May 26 Shared Expenses, 6,027.34; DUBUQUE COUNTY SHERI, Dubuque County Sheriff April 2026, 24,317.56; DUBUQUE COUNTY SHERI, Dubuque County Sheriff April 2026 Monthly Expenses, 23,744.28; DUBUQUE COUNTY SHERI, May-June Sheriff Monthly Expenses/MediaCom, 21,802.08; DUBUQUE COUNTY SHERI, Sheriff Services for APRIL 2026, 324.00; DUBUQUE COUNTY SHERI, Sheriff Services for MAY 2026, 342.00; DUBUQUE COUNTY SHERI, Training/Teleconference Room Computers-Shared, 4,482.47; DUBUQUE COUNTY TREAS, 2300 University Property Purchase - Butts Florist, 1,620.69; Dubuque Esports Leag, FY26 RECREATION INSTRUCTOR, 160.00; DUBUQUE FIRE EQUIPME, City Hall Fire Suppression, 183.75; DUBUQUE FIRE EQUIPME, FIRE EXTINGUISHER INSPECTIONS, 1,819.25; DUBUQUE FIRE EQUIPME, Fire Extinguisher Maintenance, 130.00; DUBUQUE FIRE EQUIPME, FIRE EXTINGUISHER SERVICING 2026, 114.25; DUBUQUE FIRE EQUIPME, Fire Suppression Engine House, 60.00; DUBUQUE FIRE EQUIPME, LF- 1" 1/2 Fire Hose Nozzle (Brass), 1,170.00; DUBUQUE FIRE EQUIPME, MFC Fire Suppression, 464.00; DUBUQUE FIRE EQUIPME, MSC- Fire Extinguisher Services 01/16/26, 1,778.50; DUBUQUE FIRE EQUIPME, MSC- Fire Extinguisher Services 02/3/26, 115.50; DUBUQUE FIRE EQUIPME, MSC- Fire Extinguisher Services 4/23/26, 125.00; DUBUQUE FIRE EQUIPME, MSC- Fire Extinguisher Services 5/20/26, 80.25; DUBUQUE FIRE EQUIPME, MSC- Fire Extinguisher Services 5/21/26, 15.50; DUBUQUE FIRE EQUIPME, Recharge Fire Extinguishers, 85.34; DUBUQUE FIRE EQUIPME, Service on 05/19/26, 84.75; DUBUQUE FIRE EQUIPME, Service/Inspect Fire Extinguishers @ WRRC, 2,249.00; DUBUQUE FIRE EQUIPME, Service/Inspect Fire Extinguishers-Catfish Lift, 60.00; DUBUQUE FIRE EQUIPME, Service/Inspect Fire Extinguishers-Cedar St Lift, 261.50; DUBUQUE FIRE EQUIPME, Service/Inspect Fire Extinguishers-Terminal Lift S, 60.00; DUBUQUE GLASS COMPAN, Glass Repairs to Delhi / Goodwill Bus Shelters, 526.54; DUBUQUE HOSE & HYDRA, 110038# - HOSE/HOSE PARTS - 5/4/2026, 1.50; DUBUQUE HOSE & HYDRA, 130005# - HOSES/HOSE PARTS - 5/11/2026, 73.60; DUBUQUE HOSE & HYDRA, 1906# - HOSE, O-RING, CRIMP SOCKET, 54.83; DUBUQUE HOSE & HYDRA, 2695# - SAWZALL BLADE - 6/5/2026, 20.00; DUBUQUE HOSE & HYDRA, 3" CORE BIT TO BE USED TO BRING FIBER INTO PUMP ST, 315.00; DUBUQUE HOSE & HYDRA, 3" Hose for Pump to Pump Out Tanks, 326.26; DUBUQUE HOSE & HYDRA, 3279 & 420006 - NYLON LOOM & SOCKET IMPACT, 56.90; DUBUQUE HOSE & HYDRA, 3417# - HOSES/HOSE PARTS - 5/1/2026, 37.45; DUBUQUE HOSE & HYDRA, 4004# - TUBE WITH MALE SWIVEL ELBOW - 6/1/2026, 27.26; DUBUQUE HOSE & HYDRA, 4046# - O-RINGS, 2.68; DUBUQUE HOSE & HYDRA, 4929# - HOSES, 2.85; DUBUQUE HOSE & HYDRA, 4929# - TUBES, NUTS, RINGS, RINGS, 211.05; DUBUQUE HOSE & HYDRA, 540011# - HOSE, 5.00; DUBUQUE HOSE & HYDRA, air hose and fittings for shop, 290.08; DUBUQUE HOSE & HYDRA, Airfield Signs Shop, 73.50; DUBUQUE HOSE & HYDRA, ANCHORS FOR BIKE RACK-SISTER CITY PARK, 40.46; DUBUQUE HOSE & HYDRA, Backpack Sprayer, 619.45; DUBUQUE HOSE & HYDRA, Batteries, 782.59; DUBUQUE HOSE & HYDRA, belts for make up air units, 50.25; DUBUQUE HOSE & HYDRA, BITS FOR TAPS, 74.00; DUBUQUE HOSE & HYDRA, Bolts for Auger in Bldg 92, 8.16; DUBUQUE HOSE & HYDRA, Bolts for Auger in Building 92, 93.27;

DUBUQUE HOSE & HYDRA, BOLTS FOR BACKFLOW AT MCALEECE, 14.20; DUBUQUE HOSE & HYDRA, Bolts for mixers on train A, 16.43; DUBUQUE HOSE & HYDRA, BUILDING - WASH BAY PRESSURE WASHER, 42.76; DUBUQUE HOSE & HYDRA, bushing for gauges on oxygen train, 17.36; DUBUQUE HOSE & HYDRA, CABLE TIES FOR HELPING HOLD SNOW FENCE AND OTHER P, 31.37; DUBUQUE HOSE & HYDRA, Cam lock fittings for cleaning digester, 116.73; DUBUQUE HOSE & HYDRA, camera supplies, 55.50; DUBUQUE HOSE & HYDRA, Camlock hose connections, 311.48; DUBUQUE HOSE & HYDRA, Catch basins on Earl Dr, 850.31; DUBUQUE HOSE & HYDRA, cedar pump bolts, 35.24; DUBUQUE HOSE & HYDRA, Cedar St. pump bolts, 267.97; DUBUQUE HOSE & HYDRA, Chain for trailer and lowering water valves, 116.51; DUBUQUE HOSE & HYDRA, CHAINS AND BINDER FOR MINI EXCAVATOR, 605.87; DUBUQUE HOSE & HYDRA, CLEVIS HOOK AND LATCHES FOR MECHANIC SHOP, 23.84; DUBUQUE HOSE & HYDRA, CLEVIS, RATCHET BINDER, CHAIN FOR MINI EXCAVATOR, 182.33; DUBUQUE HOSE & HYDRA, concrete anchors for bar screens, 149.37; DUBUQUE HOSE & HYDRA, Concrete Crew, 226.94; DUBUQUE HOSE & HYDRA, Concrete crew supplies, 195.35; DUBUQUE HOSE & HYDRA, Concrete crew tools, 519.95; DUBUQUE HOSE & HYDRA, Concrete Tools, 83.70; DUBUQUE HOSE & HYDRA, CRIMPER FOR SAFETY CABLES ON HYDRANTS, 211.00; DUBUQUE HOSE & HYDRA, CUTTER TO CUT COPPER TUBING, 24.00; DUBUQUE HOSE & HYDRA, cutters for meg drill, 135.98; DUBUQUE HOSE & HYDRA, drill bit for cedar st. pump, 196.20; DUBUQUE HOSE & HYDRA, DRILL BIT FOR NEW CONSTRUCTION METER INSTALLATIONS, 11.90; DUBUQUE HOSE & HYDRA, DRILL BITS FOR INSTALLING PADS AT KIDDIE POOL, 13.05; DUBUQUE HOSE & HYDRA, DRILL BITS FOR PLANT USE, 80.00; DUBUQUE HOSE & HYDRA, Drill Bits for Shop, 125.12; DUBUQUE HOSE & HYDRA, DRILLS FOR METERS TORCHES FOR METERS, 868.00; DUBUQUE HOSE & HYDRA, Extension Cords, 110.30; DUBUQUE HOSE & HYDRA, face shield, 40.15; DUBUQUE HOSE & HYDRA, FASTENERS FOR KIDDIE POOL AREA AT FLORA, 6.70; DUBUQUE HOSE & HYDRA, FASTENERS FOR MAINTENANCE STOCK FOR WATER TREATMEN, 158.68; DUBUQUE HOSE & HYDRA, FASTENERS TO REPAIR HELICOPTER PROPELLER AT VETERA, 9.33; DUBUQUE HOSE & HYDRA, fire hose adaptors for plant, 210.20; DUBUQUE HOSE & HYDRA, fitting for dew water on centrifuge, 87.33; DUBUQUE HOSE & HYDRA, Fittings for hose on high strength waste, 63.28; DUBUQUE HOSE & HYDRA, FITTINGS FOR MOWER GARAGE, 6.30; DUBUQUE HOSE & HYDRA, fittings for north centrifuge, 139.81; DUBUQUE HOSE & HYDRA, For 3237 compressor and parts for part room, 786.70; DUBUQUE HOSE & HYDRA, For MH, 208.25; DUBUQUE HOSE & HYDRA, GARAGE - BIN FILL, 328.53; DUBUQUE HOSE & HYDRA, GARAGE - BIN FILL - 5/22/2026, 679.82; DUBUQUE HOSE & HYDRA, GARAGE - BIN FILL - 5/29/2026, 225.44; DUBUQUE HOSE & HYDRA, GARAGE - BIN FILL 4/14/26, 405.87; DUBUQUE HOSE & HYDRA, GARAGE - BIN FILL FOR GARAGE & STREETS - 4/16/26, 415.64; DUBUQUE HOSE & HYDRA, GARAGE - SAFETY EQUIPMENT, 15.52; DUBUQUE HOSE & HYDRA, GARAGE - SHOP SUPPLIES, 160.54; DUBUQUE HOSE & HYDRA, GARAGE - SHOP SUPPLIES - 4/22/2026, 14.27; DUBUQUE HOSE & HYDRA, GARAGE - SHOP TOOL (DEEP IMPACT SOCKET), 37.00; DUBUQUE HOSE & HYDRA, Grease hose and fittings, 71.40; DUBUQUE HOSE & HYDRA, HAMMER DRILL BIT, FOR GRAND RIVER CENTER REPAIRS, 31.30; DUBUQUE HOSE & HYDRA, HARD HATS FOR WATER MAIN BREAK REPAIR PROTECTION, 209.79; DUBUQUE HOSE & HYDRA, HARDWARE FOR AED PROJECT IN PARKS, 92.82; DUBUQUE HOSE & HYDRA, hardware for aeration basins, 4.53; DUBUQUE HOSE & HYDRA, HARDWARE FOR GOLF COURSE TRACTOR HEAD LIGHT PLUG, 7.58; DUBUQUE HOSE & HYDRA, HARDWARE FOR NEW BACKSTOP AT VETS MIRACLE LEAGUE P, 46.73; DUBUQUE HOSE &

HYDRA, HARDWARE SUPPLY REPLACEMENT, 69.76; DUBUQUE HOSE &
HYDRA, HATCH STOPS SAFETY CHAIN, 20.29; DUBUQUE HOSE & HYDRA,
HDQ-Tool Hammer Drill plus drill bits, 407.40; DUBUQUE HOSE &
HYDRA, Hex socket. Camlock gaskets, 35.48; DUBUQUE HOSE &
HYDRA, hose and rachet straps for Kerper court lift stati,
235.77; DUBUQUE HOSE & HYDRA, hose for portable transfer tank,
11.72; DUBUQUE HOSE & HYDRA, HOSE FOR SLUDGE PUMP, 190.13;
DUBUQUE HOSE & HYDRA, HOSE FOR SUBMERSIBLE PUMP, 74.57;
DUBUQUE HOSE & HYDRA, HYDRANT REPAIR PARTS AND TAPPING TOOLS,
1,546.65; DUBUQUE HOSE & HYDRA, Hydro gun 2704, 137.13;
DUBUQUE HOSE & HYDRA, IMPACT TOOL FOR VEHICLE, 279.00; DUBUQUE
HOSE & HYDRA, Key Stock, 29.06; DUBUQUE HOSE & HYDRA, LF -
Paul Herman tool repair (coded by Joe but cha, 10.00; DUBUQUE
HOSE & HYDRA, LF Shop Supplies, 71.67; DUBUQUE HOSE & HYDRA,
LF- Shop Supplies 4/21/26, 129.42; DUBUQUE HOSE & HYDRA, LF-
Supplies to Make Signs 1/15/26, 142.49; DUBUQUE HOSE & HYDRA,
LF- Supplies to Make Signs 2/16/26, 225.00; DUBUQUE HOSE &
HYDRA, lifting slangs and shackles, 169.95; DUBUQUE HOSE &
HYDRA, Lifting straps, 36.64; DUBUQUE HOSE & HYDRA, MATERIAL
NEEDED TO REMOVE RTU & CELL PHONE ANTENNA, 30.79; DUBUQUE HOSE
& HYDRA, MATERIAL TO REPAIR SLAKER, 4.77; DUBUQUE HOSE &
HYDRA, METAL CUTTING SAWBLADE FOR METAL CUTTING SHOP SAW,
140.00; DUBUQUE HOSE & HYDRA, meter doors - bit sp jobbers,
39.65; DUBUQUE HOSE & HYDRA, milwaukee replacement batteries
and grease gun, 438.00; DUBUQUE HOSE & HYDRA, MISC HARDWARE
FOR #4480 #3000005, 13.33; DUBUQUE HOSE & HYDRA, MISC HARDWARE
FOR BENCH REPAIRS ON CENTRAL, 23.30; DUBUQUE HOSE & HYDRA,
MISC HARDWARE FOR INSTALL BUNKER GOLF STEPS, 33.21; DUBUQUE
HOSE & HYDRA, MISC HARDWARE FOR MOWER CREW GARAGE, 35.86;
DUBUQUE HOSE & HYDRA, MISC HARDWARE FOR SHOP STOCK, 2.41;
DUBUQUE HOSE & HYDRA, MISC HARDWARE FOR SUTTON POOL, 7.19;
DUBUQUE HOSE & HYDRA, MISC HARDWARE FOR SUTTON POOL REPAIRS,
22.59; DUBUQUE HOSE & HYDRA, MISC HARDWARE FOR VETS MEMORIAL
HELICOPTER REPAIRS, 151.23; DUBUQUE HOSE & HYDRA, MISC
HARDWARE FOR VETS PARK, 11.09; DUBUQUE HOSE & HYDRA, MISC
HARDWARE FOR WINCH MOUNT #4424, 14.63; DUBUQUE HOSE & HYDRA,
MISC HARDWARE GREASE HOSES, 76.09; DUBUQUE HOSE & HYDRA, MISC
HARDWARE, MARKING PEN FOR SUTTON DIVING BOARD, 10.66; DUBUQUE
HOSE & HYDRA, MISC HARDWARE/SUPPLIES FOR AED IN PARK PROJECT,
57.87; DUBUQUE HOSE & HYDRA, MISC HARDWARE-BOLTS WD 40, SNAP
HOOKS FOR MECHANIC, 35.94; DUBUQUE HOSE & HYDRA, MISC TOOLS
AND HARDWARE FOR MIRACLE LEAGUE-TAP WRE, 21.14; DUBUQUE HOSE &
HYDRA, NAILER FOR ROOFER PROJECTS, 379.00; DUBUQUE HOSE &
HYDRA, New Blade for Saw, 60.00; DUBUQUE HOSE & HYDRA, NEW
HOSE AND FITTINGS FOR HOSE WAND SPRAYER, 19.88; DUBUQUE HOSE &
HYDRA, oil transfer pump and threaded rod, 602.94; DUBUQUE
HOSE & HYDRA, ORINGS FOR VALVES AT THE POOLS, 1.73; DUBUQUE
HOSE & HYDRA, Paint, 101.02; DUBUQUE HOSE & HYDRA, PAINT FOR
GARBAGE CANS, 37.00; DUBUQUE HOSE & HYDRA, Parts, 148.29;
DUBUQUE HOSE & HYDRA, parts for code blue phone, 7.75; DUBUQUE
HOSE & HYDRA, Parts for irrigation at MSC, 86.70; DUBUQUE HOSE
& HYDRA, PARTS TO REPAIR BACK WASH PUMP, 23.88; DUBUQUE HOSE &
HYDRA, PERSONAL SAFETY EQUIPMENT FOR S. VALENTINE, 169.91;
DUBUQUE HOSE & HYDRA, Pipe Crump for Tool Shop, 249.00;
DUBUQUE HOSE & HYDRA, POWER BITS FOR #SHOP AND WORK TRUCK,
23.60; DUBUQUE HOSE & HYDRA, QUICK LINK FASTENER FOR MECHANIC
SHOP, 9.29; DUBUQUE HOSE & HYDRA, RED PAINT FOR EPP SIGN POST,
37.00; DUBUQUE HOSE & HYDRA, Refill shop supplies, 160.74;
DUBUQUE HOSE & HYDRA, Repair Parts, 200.14; DUBUQUE HOSE &
HYDRA, Replaced dead battery, 10.00; DUBUQUE HOSE & HYDRA,

Replacement Batteries for Milwaukee Tools, 299.00; DUBUQUE HOSE & HYDRA, Replacement tools for shop, 405.20; DUBUQUE HOSE & HYDRA, RIVETS FOR ALLISON HENDERSOIN REPAIRS, 12.97; DUBUQUE HOSE & HYDRA, SAFETY GLASSES AND 45? GATE VALVE FLUSHER O'RING, 22.00; DUBUQUE HOSE & HYDRA, SAWZALL BLADES FOR BEE BRANCH PRUNING, 22.00; DUBUQUE HOSE & HYDRA, screwdriver for field truck, 18.60; DUBUQUE HOSE & HYDRA, Screws and drivers for safety signs, 23.56; DUBUQUE HOSE & HYDRA, SCREWS AND ORINGS FOR UV FILTER AT SUTTON POOL, 11.72; DUBUQUE HOSE & HYDRA, SCREWS AND TAP FOR MAIN DRAIN GRATES AT POOLS, 8.08; DUBUQUE HOSE & HYDRA, SCREWS FOR INSTALLING DISCS AT POOLS, 10.21; DUBUQUE HOSE & HYDRA, SCREWS FOR POOL SHADE CANOPYS, 0.48; DUBUQUE HOSE & HYDRA, SCREWS, LUBE FOR MIRACLE LEAGUE PLAYGROUND, 18.55; DUBUQUE HOSE & HYDRA, SELF DRILLING SCREWS FOR #4463 AND SHOP, 103.38; DUBUQUE HOSE & HYDRA, Septic receiving hose, 532.56; DUBUQUE HOSE & HYDRA, Shop Supplies, 361.61; DUBUQUE HOSE & HYDRA, Shop Supplies 05/06/26, 121.64; DUBUQUE HOSE & HYDRA, SHOP TOWELS FOR MURPHY SHOP, 44.50; DUBUQUE HOSE & HYDRA, Signs- parts washer flat and knife, 57.44; DUBUQUE HOSE & HYDRA, Small tools and equipment for concrete crew, 113.45; DUBUQUE HOSE & HYDRA, SOCKET AND ADAPTER FOR TRUCK BOX, 11.00; DUBUQUE HOSE & HYDRA, ST2 - case for sawzall not included in original pu, 56.35; DUBUQUE HOSE & HYDRA, ST2 - sawzall, lights, vacuum, batteries, drill bi, 1,278.00; DUBUQUE HOSE & HYDRA, ST4 - Batteries - fan/tool replacement batteries, 1,215.00; DUBUQUE HOSE & HYDRA, Storm Sewer Tools/ Equipment- Trygg and Theda, 540.50; DUBUQUE HOSE & HYDRA, straps for truck 3909, 74.00; DUBUQUE HOSE & HYDRA, Street - Riverfront supplies, 764.80; DUBUQUE HOSE & HYDRA, Street Lighting, 6.53; DUBUQUE HOSE & HYDRA, Street Materials - for Sieppel Rd, 24.34; DUBUQUE HOSE & HYDRA, Street Sign Shop, 21.97; DUBUQUE HOSE & HYDRA, supplies for truck 3909, 67.35; DUBUQUE HOSE & HYDRA, SUPPLIES TO CLEAN OUT UME'S WHEN CHANGING FOR TEST, 149.00; DUBUQUE HOSE & HYDRA, SUPPLIES TO REPAIR DOOR CELL $ VALVE WORK, 48.00; DUBUQUE HOSE & HYDRA, Tap for Taxiway Light Repair, 7.54; DUBUQUE HOSE & HYDRA, tape meausre, 35.00; DUBUQUE HOSE & HYDRA, threaded rod, 54.02; DUBUQUE HOSE & HYDRA, TIVET TOOL AND BITS FOR WORK AT ALLISON HENDERSON, 422.80; DUBUQUE HOSE & HYDRA, Tool repair handling charge, 10.00; DUBUQUE HOSE & HYDRA, TOOLING TO GAI ACCESS TO SLAKER DRIVE, 24.51; DUBUQUE HOSE & HYDRA, tools, 433.00; DUBUQUE HOSE & HYDRA, Tools and equipment, 156.83; DUBUQUE HOSE & HYDRA, Tools for Concrete Crew, 348.99; DUBUQUE HOSE & HYDRA, TORX BITS FOR TRUCK #4463, 9.63; DUBUQUE HOSE & HYDRA, traffic signal parts, 388.78; DUBUQUE HOSE & HYDRA, TRAILER LATCH CLIPS FOR #300004, 17.52; DUBUQUE HOSE & HYDRA, truck supplies tools, 69.65; DUBUQUE HOSE & HYDRA, tubing for HPO train sample pump, 14.62; DUBUQUE HOSE & HYDRA, UNIT #1902 - BUSHING, NIPPLE, 20.85; DUBUQUE HOSE & HYDRA, UNIT #1906 - QUICK CONNECT, HOSE, REAMER, 176.67; DUBUQUE HOSE & HYDRA, UNIT #1910 - ELBOW, 36.54; DUBUQUE HOSE & HYDRA, UNIT #2682 - QUICK CONNECTS - 5/13/2026, 19.12; DUBUQUE HOSE & HYDRA, UNIT #2694 - COUPLERS,BUSHING - 5/5/2026, 53.90; DUBUQUE HOSE & HYDRA, UNIT #2703 - O-RINGS, 2.99; DUBUQUE HOSE & HYDRA, UNIT #3104 - HOSES/HOSE PARTS - 5-29-2026, 176.57; DUBUQUE HOSE & HYDRA, UNIT #4007 - U-NUT, BOLT, 11.28; DUBUQUE HOSE & HYDRA, UNIT #4008 - HOSES/PARTS - 5/12/2026, 175.81; DUBUQUE HOSE & HYDRA, UNIT #4008 - UNKNOWN PARTS - 5/11/2026, 7.03; DUBUQUE HOSE & HYDRA, UNIT #540010 - HOSE,CNCTR,SCKT - 5/5/2026, 109.55; DUBUQUE HOSE & HYDRA, UNIT #540018 - EYE BOLT -

5/18/2026, 51.13; DUBUQUE HOSE & HYDRA, UNIT #540018 - HOSES/HOSE PARTS - 5/14/2026, 434.05; DUBUQUE HOSE & HYDRA, Unit 2704 parts, 906.01; DUBUQUE HOSE & HYDRA, UNIT#4051 - STRAP,RING,BRACKETS - 4/24/2026, 100.59; DUBUQUE HOSE & HYDRA, wall repair materials, 20.21; DUBUQUE HOSE & HYDRA, Washers for Temp Pipe on Building 10, 29.18; DUBUQUE HOSE & HYDRA, WASHERS, NUTS AND OTHER SUPPLIES FOR STOCK REPLACE, 35.40; DUBUQUE HOSE & HYDRA, Washers, Nuts, and Towels, 32.72; DUBUQUE HOSE & HYDRA, WELDING SUPPLIES FOR REPAIRS, 30.79; DUBUQUE HOSE & HYDRA, WINCH MOUNT HARDWARE FOR #4424, 10.81; DUBUQUE HUMANE SOCIE, FY26 Contracted Service Fees, 44,799.00; DUBUQUE HUMANE SOCIE, Nimbus Rabies Quarantine 5/29-6/7/26, 350.00; DUBUQUE HUMANE SOCIE, Rabies Confinement Boarding per contract agreement, 2,450.00; DUBUQUE HUMANE SOCIE, Samantha Rabies Quarantine 6/9/26-6/12/26, 350.00; DUBUQUE KARATE CLUB, FY26 RECREATION CLASS INSTRUCTOR, 287.50; DUBUQUE MULCH COMPAN, MULCH FOR PARK AREAS, 620.00; DUBUQUE MULCH COMPAN, TOPSOIL FOR STUMP FILLING /MOWER ROUTES, 640.00; DUBUQUE MULCH COMPAN, TOPSPOIL FOR STUMP FILLING, 480.00; DUBUQUE PR* DUBUQUE PR, outreach registration 7550, 10.00; Dubuque Psychology,, Department Mental Health Conference Speaker, 1,500.00; DUBUQUE RACING ASSOC, DRA Board Meeting Catering - 5/26 - BC, 4.95; DUBUQUE RACING ASSOC, DRA Board Meeting Catering - 5/26 - CS, 4.95; DUBUQUE RACING ASSOC, DRA Board Meeting Catering - 5/26 - MVM, 4.95; DUBUQUE RACING ASSOC, DRA Board Meeting Catering 06/23/2026 (MVM), 9.90; DUBUQUE RACING ASSOC, DRA Board Mtg/Exec Committee meeting catering, 19.80; DUBUQUE SCREW PRODUC, TIF Spring 2026/FY26, 9,943.56; DUBUQUE SIGN COMPANY, Central Ramp Flag Change, 125.00; DUBUQUE SIGN COMPANY, DECALS FOR EQUIPMENT #300005, 21.95; DUBUQUE SIGN COMPANY, Magnets, 110.00; DUBUQUE SIGN COMPANY, Parking "P" Signs For All Ramps, 21,180.27; DUBUQUE SIGN COMPANY, POWER WASHING LIMESTONE SIGNS, 1,937.50; DUBUQUE SOUTH POINTE, housing TIF rebates, 18,967.61; DUBUQUE VISITING NUR, 2024 HHP VNA Charges, 1,967.54; DUBUQUE VISITING NUR, Childhood Lead Poisoning Prevention Program, 4,000.00; DUBUQUE VISITING NUR, Dubuque Visiting Nurse-Project 8X0173-LHH24, 689.12; DUBUQUE VISITING NUR, Q3 FY26 Jan-Mar 2026 Lead claim grant, 2,000.00; DUBUQUELAND DOOR COM, LF- 1st RCC Door Issues 4/28/26, 175.23; DUBUQUELAND DOOR COM, LF- Comm Service Call, 262.03; DUBUQUELAND DOOR COM, LF-North Door #1 Issues 04/29/26, 151.03; DUBUQUELAND DOOR COM, Repair & Maint of Doors @ City of DBQ Locations, 1,242.09; DUBUQUELAND DOOR COM, Service on 04/13/2026, 126.03; DUNCAN AVIATION INC, Customer Squawks, 163.18; DUPACO COMMUNITY CRE, TIF Spring 2026/FY26, 123,441.00; DYNAMIC LIFECYCLE IN, LF-Recycling services, 64.95; E D ETNYRE & CO, 3202# - PARTS - 6/1/2026, 3,100.20; EAGLE COUNTRY MARKET, McAleece Concessions, 4.98; EASTERN IOWA ASPHALT, MSC PAVE PRES JOINT- Concrete Band & Crack Seal, 172,776.40; EASTERN IOWA ASPHALT, PARKING LOT STRIPING, 5,016.00; EASTERN IOWA ASPHALT, Re-Stripe 5th St Ramp, 3,515.00; EASTERN IOWA EXCAV &, Auburn & Custer Utility & Roadway Project, 130,188.90; EASTERN IOWA EXCAV &, Iowa Amphitheater Schmitt Island Bid Pkg 1, 9,936.82; EASTERN IOWA EXCAV &, RUSTIC POINT PARK DEVELOPMENT, 39,748.31; EB *NOBLE NORTHSTAR CH, NOBLE Training Conference-Dieujuste and Bennett, 150.00; EBSCO SUBSCRIPTION S, Subscription renewal for 7 EBSCO Databases, 11,266.00; Ed Gau, SOFTBALL SCOREKEEPER AND OFFICIALS, 350.00; ED M FELD EQUIPMENT, Lonestar 32" Notched Pig & Bolt Cutter for Truck 4, 389.60; EDUCATE 360 , PMP

Training Class, 2,495.00; Edward G Weiss, Jr, Teen Summer Program, 600.00; EDWARDS CAST STONE C, Franchise Fee FY26, 1,992.16; EFECTOR INC, CREDIT - RETURN OF DEFECTIVE AND INCORRECT PRESSUR, (555.12); EL PAISANO GROCERY STOR , City Life Food March 24 Sesssion, 335.00; ELECTRIC PUMP INC, 2nd Blended Sludge Feed Pump-replacement parts, 974.32; ELECTRIC PUMP INC, Blended Sludge Feed Pump, 2,502.17; ELECTRIC PUMP INC, flygh pump lift bracket for hyvee lift station, 1,318.11; ELECTRONIC PRINT INC, CopyWorks - SOP Documentation, 287.65; ELECTRONIC PRINT INC, Special Events stainability, 18.00; ELECTRONIC SERVICES, Lien Release, 10.13; ELECTRONIC SERVICES, Lien Release for 2444.5 Broadway, 10.13; ELECTRONIC SERVICES, MORTGAGE FILING FOR 2155 CARTER RD, 25.41; ELITE K-9 INC, K9 supplies, 117.35; ELIZABETH SULLA, Local Mileage November 2025 through June 2026, 100.59; ELIZABETH SULLA, SD Educational Event DIY Kits, 107.26; ELLIOTT EQUIPMENT CO, 3412# - WEAR PADS - 5/19/2026, 774.98; ELLIOTT EQUIPMENT CO, UNIT# 4002 - Bolt and Flat Set Head 03/10/26, 663.58; ELLIOTT EQUIPMENT CO, UNIT# 4002 - FAN SEAL - 4/20/2026, 697.36; ELM DIRT , PILOT PROGRAM FOR BEYOND PESTICIDES AT BEE BRANCH, 450.00; EMLID.COM , Refund, (2,748.00); EMMAUS BIBLE COLLEGE, Franchise Fee FY26, 12,008.12; ENERGETICS, Belts for plant MAU's, 32.26; ENERGETICS, motor for draft tube mixer, 897.93; ENERGETICS, Motor for Draft Tube Mixer in Bldg 70, 897.93; ENERGETICS, MOTOR FOR GRIT TRAP, 832.84; ENERGETICS, new motor for the hydraulic pump on south centrifu, 3,917.23; ENERGETICS, Sales tax refund, (4.51); ENFORCEMENT TECHNOLO, Wireless First Responder System, 1,521.39; Engine 18 , Incident Command Training, 4,000.00; ENGRAVED GIFT COLLEC, AmeriCorps Grants Uniform, 5.00; ENGRAVED GIFT COLLEC, AmeriCorps Grants Uniform Purchase, 75.00; ENGRAVED GIFT COLLEC, Aquatics - Program Supplies, 40.00; ENGRAVED GIFT COLLEC, CREDIT FOR INCORRECT BILLING, (6.00); ENGRAVED GIFT COLLEC, engraved plaque for bench 32946, 16.00; ENGRAVED GIFT COLLEC, Huberty name tag, 5.00; ENGRAVED GIFT COLLEC, Marina name tags, 20.00; ENGRAVED GIFT COLLEC, NAME BADGE CHARGE (WRONG AMOUNT - TO BE CREDITED), 6.00; ENGRAVED GIFT COLLEC, NAME BADGE FOR JULIETTA SCOTT, 5.00; ENGRAVED GIFT COLLEC, Name badges: 2 bunker hill & Emily Russ, 15.00; ENGRAVED GIFT COLLEC, Name Tags for Marina and Toll booth, 50.00; ENGRAVED GIFT COLLEC, Nametags for director and commissioners, 30.00; ENGRAVED GIFT COLLEC, Tumblers for CPA, 702.00; ENTENMANN-ROVIN COMP, Badges for Officers, 1,325.95; ENTENMANN-ROVIN COMP, Retool Badges for Font Correction, 1,120.00; ENVIRONMENTAL MANAGM, 1276 Jackson St. - Asbestos testing -City Owned, 690.00; ENVIRONMENTAL MANAGM, ABC Bldg 10 S Main Asbestos re-inspection, 100.00; ENVIRONMENTAL MANAGM, EAGLE PT WTR TRT PLANT ROOF REHAB-ASBESTOS REMOVAL, 750.00; ENVIRONMENTAL SYSTEM, ESRI Annual Licensing, 12,144.15; ENVIRONMENTAL SYSTEM, ESRI software 06/06/26-06/05/27, 60,300.00; ENVISION SPORTS DESI, Admin Allies apparel, 75.00; ENVISION SPORTS DESI, Apparel, 83.43; ENVISION SPORTS DESI, Banner for Waste and Recycling Workers Day, 105.00; ENVISION SPORTS DESI, Huberty AC apparel jacket, 75.00; ENVISION SPORTS DESI, Huberty AC polos, 75.00; ENVISION SPORTS DESI, Huberty uniform apparel, 177.00; ENVISION SPORTS DESI, LEAGUE SHIRTS FOR MLOD, 982.00; ENVISION SPORTS DESI, New tablecloths for events with logo, 370.00; ENVISION SPORTS DESI, Parking Employee Uniforms, 195.50; ENVISION SPORTS DESI, Parking Meter Enforcement Employee Uniforms, 117.50; ENVISION SPORTS DESI,

Shirts for Katy and Ashley, 65.92; ENVISION SPORTS DESI, STAFF SHIRTS FOR YOUTH SPORTS & MCALEECE, 863.90; ENVISION SPORTS DESI, Transit Employee Uniforms, 147.50; ENVISION SPORTS DESI, Uniform purchases Planning Serv, 106.50; ENVISION WARE INC, MFC software for public computers, 655.05; ERIC MUELLER, 205 BLUFF PROPERTY SOLD RL REIMBURSEMENT, 1,875.00; ETHAN LESTER, 853 W LOCUST RENTAL LICENSE OVERPAYMENT, 78.75; ETOLLAVIS U438096525 , 2025 ICAS Convention, 12.95; Euna Solutions, Inc., Ion Wave Subscription 4/1/26-3/31/27, 10,000.00; EUROFINS ENV TESTING, Lab Fees for FY26 (remainder), 2,859.20; EUROFINS ENV TESTING, LF- Leachate & Groundwater Testing, 3,314.00; EUROFINS ENVIRONMENT TEST , DBQ Stamp - 2026Q2, 169.80; EUROFINS ENVIRONMENT TEST , DMASWA - 2026Q2, 169.80; EUROFINS ENVIRONMENT TEST , Facilities Planning - 04/17/26, 472.61; EUROFINS ENVIRONMENT TEST , Facilities Planning - 04/22/26, 472.61; EUROFINS ENVIRONMENT TEST , Facilities Planning - Special Sampling - 042226, 452.61; EUROFINS ENVIRONMENT TEST , Facilities Planning Special Sampling - 041526, 470.47; EUROFINS ENVIRONMENT TEST , Facilities Planning Special Sampling - 042426, 472.61; EUROFINS ENVIRONMENT TEST , KCP - 2026 Q1, 278.20; EUROFINS ENVIRONMENT TEST , NPDES - 04/01/26, 237.21; EUROFINS ENVIRONMENT TEST , NPDES - 04/15/26, 192.60; EUROFINS ENVIRONMENT TEST , NPDES - 04/22/26, 192.60; EUROFINS ENVIRONMENT TEST , NPDES - 04/29/26, 192.60; EUROFINS ENVIRONMENT TEST , NPDES - 05/06/26, 192.60; EUROFINS ENVIRONMENT TEST , NPDES- - 05/13/26, 192.60; EUROFINS ENVIRONMENT TEST , NPDES - 05/20/26, 212.60; EUROFINS ENVIRONMENT TEST , NPDES - 05/27/26, 212.60; EUROFINS ENVIRONMENT TEST , PNG - 2026Q3, 132.35; EUROFINS ENVIRONMENT TEST , RIE - 2026Q2, 149.80; EUROFINS ENVIRONMENT TEST , Tri-State WW Testing, 149.80; EUROFINS ENVIRONMENT TEST , WDBD O&G 04/29/26, 75.64; EXPEDIA INC, 5th International Place Making Professional Develo, 1,908.87; EXPEDIA INC, Additional night hotel stay for ATD Conference in, 73.77;

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 509.04

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

EXPEDIA INC, Hotel while traveling to inspect Marine 1 in Wisco, 338.30; EXPEDIA INC, Refund on room while visiting for Marine 1 inspect, (169.15); EXPRESS EMPLOYMENT P, Charge for Custodian - Phyllis Arensdorf, 4,480.00; EXPRESS EMPLOYMENT P, Facilities Custodial Services, 735.00; FAADRONEZONE , AmeriCorps National Service Conference Travel-uber, 5.00; FAADRONEZONE , drone registration, 10.00; FAADRONEZONE , FAA Fee for other drone, 5.00; FAADRONEZONE , Registration Fee for drone, 5.00; FACEBK *4AC6KT5GU2, Battery Recycling Ads and Storm Debris Ads, 55.67; FACEBK *7HY5SSRFU2 , Battery Recycling and Fires Ad, 8.83; FACEBK *8SF68JDQ62 , Ad: Seasonal Employment FB 2026, CIty Life Spring, 820.97; FACEBK *EMK56L9R62 , Social Media Ads, 900.00; FACEBK *GGH4ZPMQ62 , Facebook Ad Campaigns April 29 to May 29, 2026, 637.26; FACEBK *NBWPTL5R62 , Social Media Ads, 151.42; FACEBK *S24YNCRQ62 , Ads: Age in Place & City Life Spring, 43.74; FACTUAL DATA, Factual Data- Blanket PO, 168.30; FAREWAY STORES #114 , Aquatic Program Supplies, 51.92; FAREWAY STORES #114 , Food and Drinks for Waste & Recycling Workers Week, 465.23; FEDEX, Fed X Shipping Fee-Water Bottle Sample - Lead, 24.95; FEDEX, Fed X Shipping Fee-Water Sample & Meter Couplings, 44.31; FEDEX, Fed X Shipping Fee-Wtr Sample & Quarterly Samples, 18.01; FEDEX, Fed X Shipping Fee-Wtr-Compliance Samples, 21.15; FEDEX, Shipping Fee-LEAD WATER SAMPLE,TEST EQUIPMENT, 35.26; FEDEX OFFIC05300030536, Office and safety supplies, 40.43; FEDEX OFFIC05300030536, Return package, 40.43; FEDEX OFFICE 3053 DBQKA , Shipping for Dry Suites - Control Board will refun, 111.84; FEDEX517738282 , Shipping for AWE computer 5-177-28282, 39.35; FEDEX91549998 , FedX Shipment - Civil Service Tests, 81.66; FEH Associates Inc, EAGLE POINT WTP THIRD FLOOR CONF. RM PRJ.-CONSTULT, 2,657.75; FEH Associates Inc, Minor Mods Project, 5,639.53; FEH Associates Inc, Professional Services Bunkroom remodel, 10,071.25; FERGUSON WATER WORKS, GASKETS FOR LARGE METERS, 230.48; FERGUSON WATER WORKS, GASKETS FOR METER STOCK, 253.83; FERGUSON WATER WORKS, Listening device for valves in the ground, 62.94; FERGUSON WATER WORKS, MIU BRACKETS FOR MIU'S, 442.41; FHR Services, LLC, 2025 Tack- 05/19/26, 2,210.09; FINCEL SWEET CORN LLC, transient merchant application does not apply, 109.95; FINLEY HOSPITAL, Franchise Fee FY26, 14,021.11; FINNIN FORD , 3450-def tank cone, 99.00; FINNIN FORD , MATERIAL TO REPAIR/REPLACE WIRE HARNESS ON VEHICLE, 180.13; FINNIN FORD , Shop Tool, 99.00; FINNIN KIA , Client Escrow Disbursement to Finnin, 684.17; FIRE PROTECTION, Educational Training book, 80.00; FIRE SAFETY USA INC, Safety Vests for Units/Personnel, 2,125.45; FIRST DATA CORP, DMASWA Monthly CC Fees, 8,413.83; FIRST DATA CORPORATI, First Data Mystique Charges, 415.60; First District Depar, Franchise Fee FY26, 1,019.77; FIRST SUPPLY DUBUQUE , EXPANSION TANK FOR MURPHY PARK, 77.40; FIRST SUPPLY DUBUQUE , FLUSH VALVES FOR TOILETS AT POOLS, 73.32; FIRST SUPPLY DUBUQUE , MISC PLUMBING FOR FLORA TENNIS COURTS FOUNTAIN, 63.64; FIRST SUPPLY DUBUQUE , NEW GASKETS FOR TOP OF TOILET FOR POOLS, 14.16; FIRST SUPPLY DUBUQUE , propane for fork lift, 32.09; FISCHER BROS LLC, FLORA POOL WATERSLIDE RESURFACING, 10,000.00; FISDAP, Certification/Promotion Textbooks, 2,059.70; Fitzgerald Enterpriz, 2400 Central, 20,000.00; FITZGERALD FREELANCE, ABC Building CMA Demolition, 3,500.00; FITZGERALD FREELANCE, Blum

Property 455 E 15th Bldg CMA Structural Stab, 4,750.00; FLEEGE CUSTOM WOODWO, ROOF REPLACEMENT AT FLORA/SUTTON, 47,500.00; FLIGHTAWARE LLC , Website Subscription, 1,092.50; FLOOR SHOW CORPORATI, Carpet for Classroom Downstairs at Headquarters, 2,189.55; FOREIGN AFFAIRS MAG , yearly subscription to Foreign Affairs 6/22/2026, 49.95; FORESTRY SUPPLIERS I, CHAINSAW CHAPS, 299.57; FORESTRY SUPPLIERS I, MISC PPE, GLOVES, SAFETY GLASSES, VISOR ADAPTER, 130.97; FORESTRY SUPPLIERS I, WILDFIRE SHIRTS (ppe) FOR PRAIRE BURN AT EAGLE POI, 270.01; FORMS FULFILLMENT CENTER , 1099-NEC Forms, 165.16; FORMS FULFILLMENT CENTER , 1099-NEC Forms and Envelopes, 491.51; FORMS FULFILLMENT CENTER , Tax Refund, (98.10); FOTH INFRASTRUCTURE, Old Mill Lift Station Phase 4 Design - Foth, 162,592.57; FOTH INFRASTRUCTURE, Reconstruct GA Apron Const Phase Engineering, 48,484.87; FOTH INFRASTRUCTURE, Relocate Taxiway A Construction Phase 3, 113,247.17; FOUNTAIN OF YOUTH PR, Fountain of Youth_FY26 Purchase of Serv Agreement, 5,000.00; FOUNTAIN, DEONTIZ A, UB 07418 1124 LOCUST, 7.00; FOUR MOUNDS FOUNDATI, 1601 Lincoln Ave. - Four Mounds - OAHMP '24, 5,000.00; FOUR MOUNDS FOUNDATI, 1610 Jackson - Four Mounds Foundation - OAHMP '24, 5,000.00; FOUR MOUNDS FOUNDATI, 2263 White St. #2 - Construction - OAHMP'24, 5,000.00; FOUR MOUNDS FOUNDATI, 2709 Ventura #3 - Four Mounds Foundation - OAHMP, 5,000.00; FOUR MOUNDS FOUNDATI, 514 Angella St. (City Owned Property) Four Mounds, 3,545.00; FOUR MOUNDS FOUNDATI, 897 Stone Ridge - Construction - OAHMP '24, 5,000.00; FOUR MOUNDS FOUNDATI, ADVENTURE DAY CAMP PAYMENT FY26, 37,220.42; FOUR MOUNDS FOUNDATI, FY2026 Contracted Services_Four Mounds, 5,000.00; FOX VALLEY TECH , Registration for training-Gudenkauf, 325.00; FOX VALLEY TECH , Registration for training-Lorenzen, 325.00; FOX VALLEY TECH , Registration for training-Marzette, 325.00; FOX VALLEY TECH , Registration for training-Wehr, 325.00; FRANKLIN APARTMENTS , TIF Spring 2026/FY26, 10,528.12; FRANKLIN APARTMENTS , TIF Spring 2026/FY26 44 Main St, 39,966.34; FRANSYL EQUIPMENT IN, 550003# - SERVICE - 5/29/2026, 1,105.00; FRANSYL EQUIPMENT IN, 550004# - SERVICE - 5/26/2026, 908.50; FRANSYL EQUIPMENT IN, ANNUAL INSPECTIONS FOR TREE CREW EQUIPMENT, 3,034.58; FRANSYL EQUIPMENT IN, EQUIPMENT REPAIR ON AERIAL TOWER, 3,256.33; FRED JACKSON TUCKPOI, TUCKPOINT AND MASONRY WORK, 8,725.00; FREDDIE'S POPCORN, FREDDIES POPCORM FOR POD MARINA, 360.00; FREE FLIGHT, Bike Maintenance/Supplies, 55.99; FREE FLIGHT, Helmet for New COP Officer, 60.00; FREE FLIGHT, Patrol Bike Supplies, 133.60; FSP*BROWNS SHOE FIT CO - , safety shoes, 170.00; FSP*CENTRAL IOWA APA , PayrollOrg of Greater Iowa - Virtual Meeting, 10.00; FSP*IOWACE , Iowa ACE annual dues, 70.00; FSP*IOWACE , Iowa ACE membership dues, 70.00; FSP*LONGHORN SADDLERY & W , work boots, 159.95; FSP*MADISON CONCOURSE HOT , Meetings/Conf Hotel accommodations and parking for, 433.50; FSP*NCTRC , Theraputic Rec Certification, 115.00; FSP*SOUND UNIFORM SOLUTIO , Uniform for COP, 430.50; FSP*THE OSTHOFF RESORT, Conf- Wi integrated Resource Mgt Conf, 250.48; FSP*THE OSTHOFF RESORT, Conference- WI Integrated Resource Mgt Conf, 101.00; FSP*THE OSTHOFF RESORT, Hotel for WIRMC Conference, 253.48; FUEL EXPRESS FOOD MART, Battery Recycling Ads and Storm Debris Ads, 20.33; FUEL EXPRESS FOOD MART, fuel for Tenant #1783, 42.21; FUEL EXPRESS FOOD MART, Fuel for tenant 1783, 8.55; FUEL EXPRESS FOOD MART, Fuel for Tennant 1783, 53.14; FUEL EXPRESS FOOD MART, fuel for tennant 1783 for ramps, 38.01; FUEL EXPRESS FOOD MART, fuel for

tennant 4442 for Ramps, 24.76; G & R TREE SERVICE I, TREE REMOVAL, 6,900.00; GALLUP , 20 CliftonStrengths Finder Assessments, 499.80; GALLUP , Clifton Strengths Finder test - $64.19, 64.19; GALLUP , Professional Development, 106.96; GAME TIME INC, SPRING RIDERS FOR MARSHALL PARK, 4,780.72; GANSEN EXCAVATING IN, Loras and Locust Storm Reconstruction Project, 284,427.31; GANSEN EXCAVATING IN, Tanglewood Court Storm Sewer Extension Project, 97,687.13; Gardens of Dubuque L, TIF Spring 2026/FY26, 16,598.60; GARRATT-CALLAHAN COM, Monthly Water Treatment - Dec-June FY26, 1,800.00; GARY AND MARY SCHMITT, 2415 QUEEN PROPERTY SALE RL REIMBURSEMENT, 205.00; GATEWAY HOTEL & CONFER, hotel for conference, 133.28; GEISLER BROTHERS COM, TIF Spring 2026/FY26, 651.04; GEISLER BROTHERS COM, WRRC As Needed HVAC Services, 9,829.20; GEISLER BROTHERS COM, WRRC HVAC Preventative Maintenance Services, 4,045.26; GENUINE PARTS COMPAN, 2500 & STOCK - AIR FILTERS - 6/8/2026, 295.86; GENUINE PARTS COMPAN, 3456# - AIR FILTER - 5/26/2026, 118.40; GENUINE PARTS COMPAN, 3456# - EPOXY - 6/1/2026, 19.56; GENUINE PARTS COMPAN, 3456# - FILTER, LT LEATHER - 5/22/2026, 39.36; GENUINE PARTS COMPAN, GARAGE - NO UNIT (BEING RETURNED) - 2/20/26, (234.36); GENUINE PARTS COMPAN, GARAGE - SHOP USE - 2/24/26, 7.99; GENUINE PARTS COMPAN, GARAGE - SHOP USE - 4/15/2026, 273.18; GENUINE PARTS COMPAN, GARAGE - SHOP USE - 5/11/2026, 86.94; GENUINE PARTS COMPAN, GARAGE - STOCK - 4/27/2026, 308.82; GENUINE PARTS COMPAN, GARAGE - STOCK - 5/15/2026, 151.80; GENUINE PARTS COMPAN, GARAGE - STOCK - 5/28/2026, 438.79; GENUINE PARTS COMPAN, GARAGE - STOCK & SHOP USE - 5/20/2026, 323.83; GENUINE PARTS COMPAN, GARAGE - STOCK & SHOP USE - 5/21/2026, 459.11; GENUINE PARTS COMPAN, GARAGE - STOCK & SHOP USE - 5/22/2026, 120.01; GENUINE PARTS COMPAN, GARAGE - STOCK & SHOP USE - 5/8/2026, 255.05; GENUINE PARTS COMPAN, GARAGE - STOCK FILTERS - 05/01/2026, 385.92; GENUINE PARTS COMPAN, GARAGE - STOCK FILTERS - 4/22/2026, 209.83; GENUINE PARTS COMPAN, LF - Penetrant Oil (T32), 68.52; GENUINE PARTS COMPAN, LF-Shop Supplies 03/27/26, 38.49; GENUINE PARTS COMPAN, UNIT #3450 - AIR FILTER - 5/18/2026, 60.72; GENUINE PARTS COMPAN, UNIT #3450 - BATTERY - 5/4/2026, 379.98; GENUINE PARTS COMPAN, UNIT #3450 - CIR BRKR & AIR FILTER - 5/12/2026, 170.38; GENUINE PARTS COMPAN, UNIT #3450 - STARTER, CORE CHARGE - 5/4/2026, 282.69; GENUINE PARTS COMPAN, UNIT #3452 Floor Repairs 4/06/26, 8.24; GENUINE PARTS COMPAN, UNIT #3453 - CARLYLE TOOL, OIL FILTER - 5/1/2026, 274.38; GENUINE PARTS COMPAN, UNIT #3455 - AIR FILTER - 5/11/2026, 99.60; GENUINE PARTS COMPAN, UNIT #3456 - Leaking filters 04/06/26, 161.23; GENUINE PARTS COMPAN, UNIT #3471 - WRENCH FOR VEHICLE - 4/18/2026, 104.99; GENUINE PARTS COMPAN, UNIT #3471- Heater Core Liners 4/10/26, 3.98; GENUINE PARTS COMPAN, UNIT #3475 - FILTERS - 4/21/2026, 50.87; GENUINE PARTS COMPAN, UNIT #3475- Inner Air Filters Serviced 4/10/26, 40.12; GENUINE PARTS COMPAN, UNIT #3476 - Service Air Filters 04/09/26, 95.67; GENUINE PARTS COMPAN, UNIT #3550003 - SHOCKS - 5/28/2026, 187.40; GENUINE PARTS COMPAN, UNIT #540001- Salt box storage 4/13/26, 14.16; GERMAINE ELECTRIC, ST5-Fix Gear Dryer Outlet, 109.34; GIERKE ROBINSON COMP, Concrete Crew, 296.33; GIERKE ROBINSON COMP, Concrete crew materials, 481.48; GIERKE ROBINSON COMP, Concrete tool and street materials, 917.12; GIERKE ROBINSON COMP, For concrete crew, 328.84; GIERKE ROBINSON COMP, For MH & WB, 172.56; GIERKE ROBINSON COMP, GARAGE - STOCK VIBE PLATE - 3/10/2026, 178.00; GIERKE ROBINSON

COMP, Paint for NATA, 23.88; GIERKE ROBINSON COMP, Repair Parts for Tool, 864.78; GIERKE ROBINSON COMP, Saw Blade for Concrete Crew, 272.98; GIERKE ROBINSON COMP, Street Materials - Seippel Rd, 335.65; GIERKE ROBINSON COMP, Wall ties for catch basin, 120.00; GIESE MANUFACTURING, Franchise Fee FY26, 3,819.22; GIESE MANUFACTURING, TIF Spring 2026/FY26, 26,865.01; GIESE ROOFING COMPAN, Samples of EPDM Roof and Patch, 262.00; GIESE SHEET METAL CO, EAGLE POINT WTP ROOF REHAB-HVAC PROJECT, 8,913.89; GIESE SHEET METAL CO, HDQ-5 Year Preventative Maintenance Agreement, 10,560.00; GIESE SHEET METAL CO, PLANTER FABRICATION-MURPHY PARK, 636.00; GILLIG LLC, GARAGE - STOCK - BUS - 5/12/2026, 1,140.66; GILLIG LLC, GARAGE - STOCK - BUS - 5/7/2026, 425.60; GILLIG LLC, GARAGE - STOCK - GILLIG - 4/17/2026, 967.55; GILLIG LLC, GARAGE - STOCK - GILLIG -4/20/2026, 1,522.93; GILLIG LLC, GARAGE - STOCK GILLIG - 4/30/2026, 327.62; GILLIG LLC, UNIT #2501 - SHOCK ABSORB - 5/5/2026, 689.80; GILLIG LLC, UNIT #2502 - STARTER - 4/17/2026, 788.88; Global Flight Soluti, Air Service Consulting, 16,000.00; GLOCK PROFESSIONAL INC, Registration fee for training - local no travel-Cr, 300.00; GLOCK PROFESSIONAL INC, Registration fee for training - local no travel-Pa, 300.00; GLOCK PROFESSIONAL INC, Registration fee for training - local no travel-We, 300.00; GLOCK PROFESSIONAL INC, Training registration - local no travel - Levin, 300.00; GODADDY#4100285567 , SSL for koha payment portal 4100285567, 239.98; GOODYEAR TIRE & RUBB, Goodyear Tires April 26, 2,930.40; GOODYEAR TIRE & RUBB, Goodyear Tires March 26, 2,728.66; GOOGLE *GOOGLE NEST , Google Home Premium Advanced plan is Googles top-, 214.00; Google Inc., Airport Advertising, (41.88); GOPRO.COM , batteries for manhole camera, 154.51; GOTO RESCUEASSIST , Goto assist renewal for April, 185.00; GOTO RESCUEASSIST , GoTo assist renewal: May, 185.00; GOVCONNECTION , Battery backup for Cable TV, 1,698.92; GOVCONNECTION , Bee Branch Lift Station, 448.08; GOVCONNECTION , Bee Branch pump, 1,522.03; GOVCONNECTION , Video Conference device for the landfill agency pe, 1,161.92; GOVCONNECTION INC, 3rd Floor City Hall UPS, 1,306.70; GOVCONNECTION INC, Two SSD hard drives, 12,977.12; GOVCONNECTION INC, UPS Battery at Marina, 576.13; GOVERNMENT FINANCE OFF, 120th GFOA Conference Registration, 650.00; GOVERNMENT FINANCE OFF, Art of Budget Communications GFOA Webinar Series, 275.00; GOVERNMENT FINANCE OFF, GFOA Budget Academy Training, 1,650.00; GOVERNMENT FINANCE OFF, GFOA Membership Renewal, 1,000.00; GOVERNMENT FINANCE OFF, Online Budget Training Classes - Shah, 380.00; GOVERNMENT FINANCE OFFICE , Certificate of Achievement Review fee, 670.00; GOVERNMENT* 2026 IGNIT, Tyler Ignite Conf registration for Kristen Dietz &, 1,300.00; GRAINGER INC, 4302-65100 - Safety Signs for the WRRC, 274.65; GRAINGER INC, BREAKERS USED TO POWER UP NEW POWER SUPPLY FOR SCC, 190.27; GRAINGER INC, BUILDING 4 WAY SPLIT - HOSES FOR WASH BAY 5/4/2026, 1,034.24; GRAINGER INC, GARAGE - Drill Press Guard 1/6/26, 127.84; GRAINGER INC, ISOLATING MOUNTS FOR EXHAUST BLOWER, 19.12; GRAINGER INC, MATERIAL TO REPAIR FAUCET AT PARK HILL PUMP STATIO, 104.25; GRAINGER INC, Ref and St- Gloves and Safety Glasses 2/23/26, 433.56; GRAINGER INC, Refuse- Safety Glasses 1/9/26, 114.24; GRAINGER INC, Safety Gloves and Glasses, 162.84; GRAINGER INC, Street-Leather Gloves 2/25/26, 100.20; GRAINGER INC, Street-Leather Gloves and Ear Plugs 2/12/26, 500.06; GRAINGER INC, Street-Safety Glasses And Leather Gloves

02/03/26, 222.60; GRAINGER INC, SUPPLIES FOR PUMP MAINTENANCE, 55.09; GRAINGER INC, Temp Monitoring in Drinking Water Incubator and BO, 335.24; GRAINGER INC, vacuum cleaner for the wrrc, 290.86; GRAND HARBOR RESORT , Hotel for Local IPAA Conference, 165.12; Grand Slam Safety, L, FABRIC AND NETTING FOR MIRACLE LEAGUE FIELD, 5,207.50; GRANT W KINCAID, AMBULANCE REFUND, 735.35; Graybar Electric Com, Corning Fiber Splicing Housing, 42,852.53; GRAYMONT WESTERN LIM, FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME, 103,962.68; GREATER DUBUQUE DEVE, Attendance to 5/14/26 Workforce Solutions Breakfas, 119.60; GREATER DUBUQUE DEVE, FY26 COS GDDC, 65,528.13; GREATER DUBUQUE DEVE, FY26 COS GDDC "2027", 150,000.00; GREEN INDUSTRIAL PRO, TIF Spring 2026/FY26, 78,801.51; Grey House Publishin, Annual sub to Weiss Financial ratings 6/26 to 5/27, 2,395.00; GRIFFIN GREENHOUSE SUPPLI , CREDIT DUE TO OVERCHARGE ON PREVIOUS ORDER OF INSE, (75.00); GRIFFIN GREENHOUSE SUPPLI , SLOW RELEASE FERTILIZER AND INSECTICIDE FOR GREEN, 464.17; GRIZZLY INDUSTRIAL I, GARAGE - TOOL REPAIR - 4/29/2026, 38.26; GRIZZLY INDUSTRIAL I, GARAGE SALES TAX REFUND, (1.32); GRP & ASSOCIATES INC, LF- Large Medical Waste Boxes 05/05/26, 133.00; GT Novelty LLC, TIF Spring 2026/FY26, 100,149.00; GULF OIL 92068112 , Dubuque Night in Des Moines, 22.63; HACH CHEMICAL COMPAN, Annual Service Agreement for the DR5000 Spectropho, 1,498.00; HACH CHEMICAL COMPAN, CHLORINE ANALYZER REAGENTS, 341.41; HACH CHEMICAL COMPAN, Chlorine packets for water dept chlorine reading/p, 415.38; HACH CHEMICAL COMPAN, Lab Consumables, 657.20; HACH CHEMICAL COMPAN, LAB SUPPLIES, 249.81; HACH CHEMICAL COMPAN, LABORATORY SUPPLIES, 1,788.36; HACH CHEMICAL COMPAN, LABORATORY SUPPLIES FOR WTP, 173.38; HACH CHEMICAL COMPAN, LCD DISPLAY FOR TURBIDITY METERS, 528.00; HACH CHEMICAL COMPAN, maintenance/yearly on bod-do probe-instrument for, 226.00; HACH CHEMICAL COMPAN, Process control testing, 737.20; HACH CHEMICAL COMPAN, process control testing supplies for odor control, 265.05; HACH CHEMICAL COMPAN, Process control testing supplies/COD and Volatile, 451.55; HACH CHEMICAL COMPAN, REAGENTS FOR CHLORINE ANALYZERS AT STATIONS, 341.41; HACH CHEMICAL COMPAN, REAGENTS FOR CHLROINE ANALYZERS, 341.41; HACH CHEMICAL COMPAN, SLUDGE BED LEVEL CONTROLLER-REPLACED DEAD/OBSOLETE, 3,317.10; HACH CHEMICAL COMPAN, Total chlorine reagent packets for water departmen, 285.00; HACH CHEMICAL COMPAN, YEARLY CALIBRATION CHARGE-LAB DR3900 TEST INSTRUME, 762.15; HACH CHEMICAL COMPAN, YEARLY CALIBRATION OF LAB DR3900 TEST INSTRUMENT, 762.15; HAJOCA MCDONALD 604 , JOTC repairs - stingray bowl for eye station, 88.85; HAJOCA MCDONALD 604 , NEW SHOWER HEADS FOR POOLS, 326.55; HAJOCA MCDONALD 604 , Office Supplies, 11.79; HAJOCA MCDONALD 604 , SHOWER VALVES FOR FLORA POOL SHOWER, 325.62; HAJOCA MCDONALD 604 , SHOWER VALVES FOR POOL SHOWERS, 651.23; HAJOCA MCDONALD 604 , TOILET HANDLE REPAIR KITS-SPARES FOR #4463, 11.79; HAJOCA MCDONALD 604 , TOILET REPAIR PARTS FOR TRUCK#4463, 78.65; HAJOCA MCDONALD 604 , TOILET REPAIR PARTS FOR VALENTINE PARK RESTROOM, 333.67; HAJOCA MCDONALD 604 , WATER BOX STOP KEY, 29.71; HAMILTON HOTEL DC , Hotel for Billington CyberSecurity State and Local, 1,287.05; HAMPTON INNS , hotel - Conference for CDL Training, 256.46; HANLEY AUTO BODY , FRONT END ALIGMNENT ON #4417, 84.30; HANLEY AUTO BODY INC, 2691# - SERVICE - 6/3/2026, 839.00; Hannah R Pepin, AFTERSCHOOL SPORTS-TRACK, 325.00; HAPPY JOE'S PIZZA &, PIzza for Citizens Police Academy, 150.00; HAPPY JOE'S PIZZA &, Pizza for Explorer

Program, 125.00; HARBOR FREIGHT TOOLS, 3224# - SWING BACK TRAILER, 56.70; HARBOR FREIGHT TOOLS, 3225 unit- parts light bar and magnets, 78.97; HARBOR FREIGHT TOOLS, 540018 unit- 13pc SAE Ball End Hex Key part, 13.98; HARBOR FREIGHT TOOLS, Adopt a spot Supplies, 163.18; HARBOR FREIGHT TOOLS, CLEVIS HOOKS CHAIN HOIST FOR MCALEECE BACKSTOP NET, 79.97; HARBOR FREIGHT TOOLS, CLEVIS HOOKS, CHAIN March 26, 2,728.66; GOOGLE *GOOGLE NEST , Google Home Premium Advanced plan is Googles top-, 214.00; Google Inc., Airport Advertising, (41.88); GOPRO.COM , batteries for manhole camera, 154.51; GOTO RESCUEASSIST , Goto assist renewal for April, 185.00; GOTO RESCUEASSIST , GoTo assist renewal: May, 185.00; GOVCONNECTION , Battery backup for Cable TV, 1,698.92; GOVCONNECTION , Bee Branch Lift Station, 448.08; GOVCONNECTION , Bee Branch pump, 1,522.03; GOVCONNECTION , Video Conference device for the landfill agency pe, 1,161.92; GOVCONNECTION INC, 3rd Floor City Hall UPS, 1,306.70; GOVCONNECTION INC, Two SSD hard drives, 12,977.12; GOVCONNECTION INC, UPS Battery at Marina, 576.13; GOVERNMENT FINANCE OFF, 120th GFOA Conference Registration, 650.00; GOVERNMENT FINANCE OFF, Art of Budget Communications GFOA Webinar Series, 275.00; GOVERNMENT FINANCE OFF, GFOA Budget Academy Training, 1,650.00; GOVERNMENT FINANCE OFF, GFOA Membership Renewal, 1,000.00; GOVERNMENT FINANCE OFF, Online Budget Training Classes - Shah, 380.00; GOVERNMENT FINANCE OFFICE , Certificate of Achievement Review fee, 670.00; GOVERNMENT* 2026 IGNIT, Tyler Ignite Conf registration for Kristen Dietz &, 1,300.00; GRAINGER INC, 4302-65100 - Safety Signs for the WRRC, 274.65; GRAINGER INC, BREAKERS USED TO POWER UP NEW POWER SUPPLY FOR SCC, 190.27; GRAINGER INC, BUILDING 4 WAY SPLIT - HOSES FOR WASH BAY 5/4/2026, 1,034.24; GRAINGER INC, GARAGE - Drill Press Guard 1/6/26, 127.84; GRAINGER INC, ISOLATING MOUNTS FOR EXHAUST BLOWER, 19.12; GRAINGER INC, MATERIAL TO REPAIR FAUCET AT PARK HILL PUMP STATIO, 104.25; GRAINGER INC, Ref and St- Gloves and Safety Glasses 2/23/26, 433.56; GRAINGER INC, Refuse- Safety Glasses 1/9/26, 114.24; GRAINGER INC, Safety Gloves and Glasses, 162.84; GRAINGER INC, Street-Leather Gloves 2/25/26, 100.20; GRAINGER INC, Street-Leather Gloves and Ear Plugs 2/12/26, 500.06; GRAINGER INC, Street-Safety Glasses And Leather Gloves 02/03/26, 222.60; GRAINGER INC, SUPPLIES FOR PUMP MAINTENANCE, 55.09; GRAINGER INC, Temp Monitoring in Drinking Water Incubator and BO, 335.24; GRAINGER INC, vacuum cleaner for the wrrc, 290.86; GRAND HARBOR RESORT , Hotel for Local IPAA Conference, 165.12; Grand Slam Safety, L, FABRIC AND NETTING FOR MIRACLE LEAGUE FIELD, 5,207.50; GRANT W KINCAID, AMBULANCE REFUND, 735.35; Graybar Electric Com, Corning Fiber Splicing Housing, 42,852.53; GRAYMONT WESTERN LIM, FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME, 103,962.68; GREATER DUBUQUE DEVE, Attendance to 5/14/26 Workforce Solutions Breakfas, 119.60; GREATER DUBUQUE DEVE, FY26 COS GDDC, 65,528.13; GREATER DUBUQUE DEVE, FY26 COS GDDC "2027", 150,000.00; GREEN INDUSTRIAL PRO, TIF Spring 2026/FY26, 78,801.51; Grey House Publishin, Annual sub to Weiss Financial ratings 6/26 to 5/27, 2,395.00; GRIFFIN GREENHOUSE SUPPLI , CREDIT DUE TO OVERCHARGE ON PREVIOUS ORDER OF INSE, (75.00); GRIFFIN GREENHOUSE SUPPLI , SLOW RELEASE FERTILIZER AND INSECTICIDE FOR GREEN, 464.17; GRIZZLY INDUSTRIAL I, GARAGE - TOOL REPAIR - 4/29/2026, 38.26; GRIZZLY INDUSTRIAL I, GARAGE SALES TAX REFUND, (1.32); GRP & ASSOCIATES INC, LF- Large Medical Waste Boxes 05/05/26,

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STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 504.19

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

HARBOR FREIGHT TOOLS, GARAGE - SHOP TOOLS - 4/24/2026, 36.98; HARBOR FREIGHT TOOLS, New back up generator for scale house when power g, 1,699.99; HARBOR FREIGHT TOOLS, PARTS TO REPAIR VALVE PACKING GLAND, 222.46; HARBOR FREIGHT TOOLS, Sewer tools, 39.97; HARBOR FREIGHT TOOLS, SHOVEL FOR TRUCK#4408, 16.99; HARBOR FREIGHT TOOLS, ST5- Solar LED flagpole light, 17.99; HARBOR FREIGHT TOOLS, Steel Hub, 19.98; HARBOR FREIGHT TOOLS, SUPPLIES FOR SHOP TOOLING, 39.98; HARBOR FREIGHT TOOLS, TRANSMISSION JACK TO LIFT PARTS INTO PLACE, 139.99; HARBOR FREIGHT TOOLS, Truck #1710 - hitch mount, hitch adapter, hitch pi, 139.97; HARD HEAD VETERANS, Ballistic Helmets and Headlamps, 1,380.00; HARRIS MOTOR SPORTS, ADAPTIVE GOLF CART FOR BHGC, 133.34; HARRIS MOTOR SPORTS, GOLF CART ADAPTIVE-JUNE, 133.34; HARTFORD MARRIOTT DOWN, Hotel Accomodations for travel to Hartford for Con, 476.10; HARTIG DRUG COMPANY, TRASH BAGS FOR PARK ADMIN OFFICE, 21.49; HARTIG DRUG COMPANY, water for days of caring 04/24/2026, 7.49; Hawkeye Area Communi, FY2026 HACAP Agreement, 40,725.90; HAWKINS INC, FY26-FY27 SODIUM HYPOCHLORITE(CHLORINE) FOR WTP, 14,829.93; HAWKINS INC, Sodium Hypochlorite - Bulk order, 10,400.05; HAYES INSTRUMENT, locate paint, 667.20; HAYES INSTRUMENT , safety equipment, 229.95; HAYES INSTRUMENT , spray paint for field work, 250.20; HAYES INSTRUMENT , survey field supplies and one call paint, 413.10; HAYLEIGH CULBERTSON, AFTERSCHOOL SPORTS-TRACK, 390.00; HDR ENGINEERING INC, DMASWA TO 20 - Horiz Exp Permitting, 7,078.66; HDR ENGINEERING INC, E/W Corridor Capacity Improv-University Overlap, 23,887.10; HDR ENGINEERING INC, HDR - OMLS Middle Fork Phase 3 Design Contract, 234,263.09; HDR ENGINEERING INC, HDR - Task Order 6 Dubuque Gate & Pump Station Flo, 3,905.00; HDR ENGINEERING INC, LF- Annual Engineering Services FY25, 11,243.28; HDR ENGINEERING INC, LF- Customer Convenience Care Center Project, 45,747.06; HDR ENGINEERING INC, LF- TO #2 Staffing Study, 552.02; HDR ENGINEERING INC, Lift Station Condition Assessment SSAMP HDR TO 8, 43,020.82; HDR ENGINEERING INC, Sanitary Sewer Asset Mgmt Plan, 7,212.50; HDR ENGINEERING INC, SW Arterial Fiber & ITS Deployment, 3,153.42; HDR ENGINEERING INC, Waste Minimization Report Consultant, 3,611.20; Heartland Business S, Backups software and off-site storage for new DLEC, 19,116.00; Heartland Business S, Mitel system troubleshooting, 495.00; Heartland Business S, SIP trunk setup and troubleshooting, 440.00; HEARTLAND VIDEO SYST, Channel Operator PEG equipment request for DCSD, 28,233.84; HEARTLAND VIDEO SYST, Continuation of Video On Demand Internet Archiving, 3,900.00; HEATHER M NOETHE, AFTERSCHOOL SPORTS-TRACK, 275.00; HEIMAN INC, Thermal Imager Charging Base, 45.75; HEIMAN INC, Tools and Equipment for Truck 4, 4,121.62; HENDERSON PRODUCTS I, 540005# - CYLINDER - 6/9/2026, 1,472.92; HENDERSON PRODUCTS I, Chains, 637.25; HENDRICKS FEED & SEE, CHEMICAL FOR STUMPS AT EPP, 50.47; HENDRICKS FEED & SEE, Crabgrass Preventer, 719.71; HENDRICKS FEED & SEE, CRABGRASS PREVENTER FOR MCALEECE FIELDS, 203.01; HENDRICKS FEED & SEE, CRABGRASS PREVENTION FOR 897 CENTRAL AND KERPER RO, 25.70; HENDRICKS FEED & SEE, CRABGRASS PREVENTION FOR PETRAKIS-MCALEECE, 154.19; HENDRICKS FEED & SEE, creek crossing seeding, 117.89; HENDRICKS FEED & SEE, FERTILIZER FOR BASEBALL FIELDS AT MCALEECE, 252.35; HENDRICKS FEED & SEE, FERTILIZER FOR VETS, 195.19; HENDRICKS FEED & SEE, GRASS SEED

AND STRAW FOR MOWER ROUTE AREAS, 146.98; HENDRICKS FEED & SEE, GRASS SEED FOR AY MCDONALD AND MISC AREAS, 143.17; HENDRICKS FEED & SEE, Grass Seed for construction jobs, 415.09; HENDRICKS FEED & SEE, GRASS SEED FOR EPP, 454.13; HENDRICKS FEED & SEE, GRASS SEED FOR FLORA AND MURPHY PARK, 143.17; HENDRICKS FEED & SEE, GRASS SEED FOR VETS, 29.61; HENDRICKS FEED & SEE, HERBICIDE FOR BEE BRANCH, 80.86; HENDRICKS FEED & SEE, HERBICIDE FOR PARK AREAS, 216.30; HENDRICKS FEED & SEE, HERBICIDE FOR VETS PARKS, 25.24; HENDRICKS FEED & SEE, HERBICIDE FOR WEEDS, 87.55; HENDRICKS FEED & SEE, Jugs of Weed Spray, 455.78; HENDRICKS FEED & SEE, Port Riverfront Weed Spray, 623.15; HENDRICKS FEED & SEE, PRE-EMERGENT FOR ANNUAL BEDS AND WEED KILLER FOR T, 314.10; HENDRICKS FEED & SEE, Riverfront Weed Spray, 164.80; HENDRICKS FEED & SEE, Riverfront weed spraying, 350.20; HENDRICKS FEED & SEE, Seed for MSC, 234.74; HENDRICKS FEED & SEE, ST6 - lawn seed, 82.35; HENDRICKS FEED & SEE, STRAW AND GRASS SEED-CORNER OF SOUTHERN/151/61, 141.63; HENDRICKS FEED & SEE, STRAW FOR AY MCDONALD PARK, 131.33; HENDRICKS FEED & SEE, STRAW FOR BEHIND ABC SUPPLY AREA, 40.99; HENDRICKS FEED & SEE, STRAW FOR EPP GRASS SEED, 20.50; HENDRICKS FEED & SEE, STRAW FOR SOUTHERN PARK, 136.37; HENDRICKS FEED & SEE, STRAW NETTING, LAWN SEED AND NETTING PINS FOR 151/, 345.51; HENDRICKS FEED & SEE, WEED FABRIC FOR GRAND RIVER CENTER, 20.55; HENDRICKS FEED & SEE, WEED KILLER FOR FLORA, 50.99; HENDRICKS FEED & SEE, WEED KILLER FOR SHOP, 87.55; HENRY SCHEIN INC, Ambulance Supplies & Training Infant Leg, 552.83; HENRY SCHEIN INC, Portable CO Monitor, 4,255.49; HENRY SCHEIN INC, Various Medical Supplies, 1,705.08; HENRY SCHEIN* , EMS - Spare Parts Kits for Littman, 136.39; HENRY SCHEIN* , EMS Supplies, 14,940.43; HENRY SCHEIN* , EMS Supplies - 5 invoices paid with 1 transaction, 4,213.28; HENRY SCHEIN* , Stethoscopes, 588.05; HERBST UPHOLSTERY, 0912# - SERVICE UPHOLSTERY 2/9/2026, 220.00; HERBST UPHOLSTERY, GARAGE - SERVICE, 180.00; HGI LAKESIDE HOTEL , Hotel for Leadership Iowa: GB, 180.12; HILLCREST FAMILY SER, Franchise Fee FY26, 1,135.74; HILLS & DALES CHILD, COMMUNITY BLOCK GRANT PAYMENT, 3,905.17; HILLS & DALES CHILD, Franchise Fee FY26, 1,252.77; HILLS & DALES CHILD, SD Grant FY26 Round 33 Spring 2026 Mobility Mural, 2,500.00; HILTON ANAHEIM , Lodging for training, 225.17; HILTON APPLETON , Credit from hotel - overcharged Gudenkauf, (131.67); HILTON APPLETON , Credit from hotel - overcharged Lorenzen, (131.67); HILTON APPLETON , Credit from hotel - overcharged Marzette, (131.67); HILTON APPLETON , Credit from hotel - overcharged Wehr, (131.67); HILTON APPLETON , Lodging for training-Gudenkauf, 481.65; HILTON APPLETON , Lodging for training-Lorenzen, 481.65; HILTON APPLETON , Lodging for training-Marzette, 481.65; HILTON APPLETON , Lodging for training-Wehr, 481.65; HILTON BALTIMORE , Lodging for Hazmat Conference, 2,291.25; HILTON HOTELS , Conference, 440.49; HILTON HOTELS , Hotel & Parking for IA Training Officers Meeting i, 171.50; HILTON HOTELS , hotel for conference, 278.80; HILTON HOTELS , Hotel for Conference - Des Moines, 618.69; HILTON HOTELS , Hotel for IA training officers meeting - Neuhaus, 139.40; HILTON HOTELS , HOTEL FOR TRIP TO DES MOINES, 198.42; HILTON HOTELS , Hotel parking for conference, 64.20; HILTON HOTELS , IA Housing Conf Hotel Reservation for WW Adv pmt o, 198.16; HILTON MINNEAPOLIS FD , 3 Night Hotel Stay for PLA Conference for Angela J, 805.17; HILTON MINNEAPOLIS FD , 3 Night Hotel

Stay for PLA Conference for Becky Ma, 805.17; HILTON MINNEAPOLIS FD , 3 Night Stay in Hotel for PLA Conference in Minnea, 805.17; HILTON MINNEAPOLIS FD , Hotel stay for Minneapolis PLA Conference 4/1-4/3/, 805.17; HJD LANDLORD LLC, TIF Spring 2026/FY26, 133,148.97; HM Life Insurance Co, Stop Loss Insurance premium for June 2026, 97,580.62; HM Life Insurance Co, Stop Loss Insurance premium for May 2026, 97,656.05; HODGE COMPANY, FY26 Data Center Rent and Expenses_IT and Finance, 35,984.06; HODGE COMPANY, Generator and Controller-Learning Campus Condo, 11,093.04; HODGE COMPANY, Service and Repair Scissor Lift Fed Bldg, 2,328.16; HOLIDAY INN EXP & SUITES , Americas Service Conference Hotel, 493.35; HOLIDAY INN EXP & SUITES , AmeriCorps National Service Conference Hotel, 493.35; HOLIDAY INN EXPRESS & SU , Hotel for IACC meeting, 135.52; HOLIDAY INN EXPRESS & SU , Iowa Composting Council Annual Meeting of Membersh, 135.52; HOLIDAY INN EXPRESS HOTE , 3/13 Hotel stay 40 hr class: Butler, 492.80; HOLIDAY INN EXPRESS HOTE , 3/13 Hotel stay 40 hr class: Cowan, 492.80; HOLIDAY INN EXPRESS HOTE , 3/13 Hotel stay 40 hr class: Zamora, 492.80; HOLY FAMILY CATHOLIC, Franchise Fee FY26, 4,960.43; HOME DEPOT, Credit/refund for workbench WK27469852, (618.44); HOMEDEPOT.COM , , 2,530.40; HOMEDEPOT.COM , Makerspace work bench, 1,451.00; HOMEDEPOT.COM , tables and file cab. for makerspace WK27469852, 312.32; HOMEDEPOT.COM , tables and file cabinet for makerspace WK2746852, 2,536.20; HOMESTEAD STEAKS LLC, REFUND-TRANSIENT MERCHANT APP. LICENSE, 109.95; Homewood Suites, Lodging for training, 406.56; HOMEWOOD SUITES , Hotel for Leadership Iowa, 364.60; HORMEL FOODS CORPORA, TIF Spring 2026/FY26, 130,701.51; HORNUNG'S, GRIPS AND GRIP TAPE FOR PROSHOP, 152.75; HORNUNG'S, MISC PRO SHOP SUIPPLIES, 477.29; HORNUNG'S, PROSHOP SUPPLIES, 116.58; HORTICULTURE MAGAZINE , Credit for cancelled subscription, (31.96); HORTICULTURE MAGAZINE , Subscription for Park & Rec, 31.96; HOTEL JULIEN , Author Visit, 97.86; HOTEL JULIEN , Author Visit Refund, (97.86); HOTEL PATTEE , 5-6 GB Hotel Leadership Iowa, 400.96; HOTWIRE, Hotel for travel, 118.54; Howmedica Osteonics, 3 Year Procare Maintenance Agreement on Powerloads, 21,734.20; Howmedica Osteonics, Cable-External Power, Extension, 351.50; Howmedica Osteonics, LIFEPAK-CR2 Defibrillator, 1,484.32; Howmedica Osteonics, Preventative Maint. on Monitors & AED's for 1 YR, 25,890.66; Howmedica Osteonics, Preventative Maintenance on Lucas & AED's for 1 YR, 7,966.20; HOYNE LANDSCAPING &, PULBVERIZED BLACK DIRT, 300.00; HOYNE LANDSCAPING &, PULVERIZED BLACK DIRT- 161/51 CONNECTOR, 4,699.04; HOYNE LANDSCAPING &, PULVERIZED BLACK DIRT-AY MCDONALD, 2,679.25; HOYNE LANDSCAPING &, PULVERIZED DIRT-PARKS, 870.00; HOYNE LANDSCAPING &, Pulverized Soil-Picked up 4/14/26, 1,850.00; HOYNE LANDSCAPING &, Pulverized Soil- Picked up 5/28/26, 800.00; HOYNE LANDSCAPING &, RIP RAP FOR AY MCDONALD AREA, 3,819.68; HOYNE LANDSCAPING &, Trucking & Construction Services House Demo, 2,705.95; HUMANA, AMBULANCE REFUND, 204.14; HUPP ELECTRIC MOTORS , Hupp to check Cedar Street & #1 motor, 849.75; HYATT HOUSE CHARLESTON, GFOA Conference Hotel, 1,252.60; HYATT REGENCY CRYSTAL CI , ADDED SALES TAX TO HOTEL BILL FOR LEAD CONFERENCE, 6.36; HYATT REGENCY CRYSTAL CI , ESCOBAR HOTEL FOR VIRGINIA, 1,576.65; HYATT REGENCY CRYSTAL CI , HOTEL FOR CARPENTER, 1,576.65; HYATT REGENCY CRYSTAL CI , HOTEL FOR GRIFFIN FOR LEAD GRANT, 1,261.32; HYATT REGENCY CRYSTAL CI , HOTEL FOR LYTLE FOR LEAD

GRANT, 1,624.35; HYATT REGENCY CRYSTAL CI , LISA JOHNSON HYATT HOTEL FEE, 1,576.65; HYATT REGENCY CRYSTAL CI , RYAN WALTER HOTEL FOR VIRGINIA, 1,576.65; HYATT REGENCY LONG BEACH , US Conf of Mayors annual Summer mtg, 2,114.85; HYATT REGENCY SACRAMENTO , Hotel for Compost Conference 2026, 1,393.95; Hydro-Klean LLC, Absorbents, 2,405.57; HYGIENIC LABORATORY, annual toxicology test for the effluent certificat, 593.50; HYGIENIC LABORATORY, HYGIENIC LAB TESTING FEES-NITRATES AND METALS, 137.50; HYGIENIC LABORATORY, METALS AND NITRATES TESTING FEE, 729.00; HYGIENIC LABORATORY, REQUIRED WATER TESTING FEE, 729.00; HYVEE #1160, 2 boxes of cookies for library Hearth & Page Socie, 12.98; HYVEE #1160, 4/09 Budget Hearing Presentation Catering, 248.00; HYVEE #1160, 4/13 Budget Hearing Presentation Catering, 333.99; HYVEE #1160, 4/15 Budget Hearing Presentation Catering, 265.00; HYVEE #1160, 4/16 Budget Hearing Presentation Catering, 248.00; HYVEE #1160, 4/21 Budget Hearing Presentation Catering, 333.99; HYVEE #1160, 4/22 Budget Hearing Presentation Catering, 265.00; HYVEE #1160, 6/2/26 Leadership Team Catering w Locust HyVee, 120.97; HYVEE #1160, Admin Meetings and Conferences, 73.46; HYVEE #1160, After School Program, 56.08; HYVEE #1160, AmeriCorps Orientation Meal, 234.00; HYVEE #1160, Art Show Catering 4/03/2026, tax refund already pe, 407.40; HYVEE #1160, Beverages for DFD with families, 15.99; HYVEE #1160, book club snacks 06/05/2026, 150.99; HYVEE #1160, Bottled water for emergency response, 89.85; HYVEE #1160, Bottles of water for incident rehab on B1, 39.92; HYVEE #1160, Bunker Bar Food Supplies, 87.13; HYVEE #1160, Catering for Art @ your lib. 6/5/26, 384.07; HYVEE #1160, Club Snacks 4/17/26, 138.37; HYVEE #1160, CO cleaner, 17.88; HYVEE #1160, Concessions, 159.38; HYVEE #1160, Credit tax back to card, (46.55); HYVEE #1160, Dpt Mgr Goal Setting Catering, 39.11; HYVEE #1160, Food and beverage for accreditation site visit pee, 73.93; HYVEE #1160, Food for Bunker Bar, 91.05; HYVEE #1160, Food for Concession, 90.31; HYVEE #1160, Fuel for small engines at HQ, 15.35; HYVEE #1160, Gas for graduation at ILEA for newest Officers, 48.28; HYVEE #1160, GAS FOR VEHICLE ON NAHRO CONFERENCE, 21.44; HYVEE #1160, Gas to go to ILEA - resolve issue with new officer, 29.01; HYVEE #1160, Ice for library program event 5/13/26, 29.95; HYVEE #1160, Leadership Team Meeting Catering 4/7/26, 136.96; HYVEE #1160, Lunch for kids camp, 721.55; HYVEE #1160, Lunch Meat, 96.45; HYVEE #1160, Merchandise for Resale, 137.09; HYVEE #1160, Merchandise Resale, 296.95; HYVEE #1160, Miracle League Program Supplies, 34.93; HYVEE #1160, Miracle League/Therapeutic Rec Program Supplies, 24.95; HYVEE #1160, MLOD Supplies, 29.94; HYVEE #1160, Plastic bags for traffic, 18.17; HYVEE #1160, program supplies, 59.71; HYVEE #1160, Refreshments for Mental Wellness Seminar, 17.97; HYVEE #1160, Refund for tax on art show catering 04/23/2026, (0.47); HYVEE #1160, Refund of Sales Tax, (46.82); HYVEE #1160, Snacks for General Programming 4/14/26, 30.97; HYVEE #1160, Snacks for trainings, 84.36; HYVEE #1160, Supplies for CPA, 32.13; HYVEE #1160, supplies for inspire your shelf party 5/27/26, 41.93; HYVEE #1160, Supplies for Kids Camp, 4.41; HYVEE #1160, Supplies for MLOD - Open Gym, 24.95; HYVEE #1160, Treats for Waste & Recycling Workers week given o, 59.95; HYVEE #1160, Unit 3201 Fuel, 50.00; HYVEE #1160, water for training, 5.99; Hy-Vee, Inc., New Officer ILEA Meals, 5,730.00; IA INSPECT AND APPEALS, Corrigan Lead recertification license, 180.00; IA

INSPECT AND APPEALS, Iowa State License Renewal Fee, 240.00; IA INSPECT AND APPEALS, LEDI application fee, 180.00; IA INSPECT AND APPEALS, office chair for Adam, 105.00; IA INSPECT AND APPEALS, PLUMBING LICENSE RENEWAL FEE, 180.00; IA INSPECT AND APPEALS, Pool License, 105.00; IA INSPECT AND APPEALS, Pro Shop Special ORder, 240.00; IA INSPECT AND APPEALS, remove broken bolt from housing, 240.00; IA INSPECT AND APPEALS, Renewal of Plumbing License, 240.00; IA PUBLIC DEF LODGING , Lodging for training, 740.00; IA PUBLIC DEF LODGING , Lodging for upcoming training, 814.00; IA PUBLIC PROCUREMEN, Spring 2026 Meeting and Training Conference, 45.00; IA SECRETARY OF STATE , notary renewal, 30.00; IA SECRETARY OF STATE , Notary Renewal for Mia Burbach, 30.00; IA SECRETARY OF STATE , Notary Renewal-Shannon, 30.00; IAP2 USA , IAP2 Membership, 190.00; IAP2 USA , Registration for IAP2 Midwest Chapter 2026 Confere, 325.00; IBEW LOCAL 704 , CONTINUING EDUCATION CLASS-6 HRS OF CODE FOR ELECT, 240.00; ICLEI, Annual Membership Dues 07/01/26 - 06/30/27, 2,200.00; ICMA ONLINE , 10/2026 MVM ICMA Annl Conf Registration, 915.00; ICMA ONLINE , Admin Meetings & Conferences, 75.00; ICMA ONLINE , ALL IOWA CONFERENCE REGISTRATION FEE - TO OBTAIN C, 75.00; ICMA ONLINE , Cori's ICMA Annual Conference Registration, 1,055.00; ICMA ONLINE , Fuel #3463, 75.00; ICMA ONLINE , ICMA Economic Mobility Conference, 40.00; ICMA ONLINE , IMFOA Clerk Renewal Certification, 75.00; ICMA ONLINE , IMFOA Finance Officers Renewal Certification, 75.00; IDEXX DISTRIBUTION INC, 18 hour bacteria media, 1,288.71; IDEXX DISTRIBUTION INC, 24 hour bacteria media - drinking water and wastew, 2,029.46; IDEXX DISTRIBUTION INC, 24 Hour Bacterial Media, 2,029.46; IDEXX DISTRIBUTION INC, bacteria media 24 hour tests, 2,029.46; IDEXX DISTRIBUTION INC, bacteria testing for pool/spa, 344.94; IDEXX DISTRIBUTION INC, bacterial testing qc/qa supplies-simplares for qc, 2,275.88; IDEXX DISTRIBUTION INC, e. coli testing supplies, 846.46; IDEXX DISTRIBUTION INC, Pool/spa bacterial testing and QC testing kit, 693.32; IDEXX DISTRIBUTION INC, qc testing for bacteria, 348.66; IDEXX DISTRIBUTION INC, Spa bacterial testing media, 344.94; IDRIVE INC, , 60.00; IDRIVE INC, Remote PC software, 599.50; IEDAIFA* 2026 HOUSING , 2026 Iowa Housing Conf Registration -Sept'26 - Wal, 375.00; IEDAIFA* 2026 HOUSING , IAP2 Conference Professional Development, 375.00; IEDAIFA* 2026 HOUSING , IAP2 Midwest Conference, 375.00; IEDAIFA* 2026 PRESERV , Preserve Iowa Summit Registration Wally W, 100.00; IFAX , Digital fax service for March 393929, 33.98; IFAX , Digital faxing service for June 28-May-2026, 33.98; IFAX , Digital faxing service for patrons 399574, 33.98; IL TOLLWAY -PAY BY PLATE , tollway charge for previous month travel, 1.50; IL TOLLWAY -PAY BY PLATE , tollway for travel to Schaumberg, IL, 7.20; IL TOLLWAY -PAY BY PLATE , tollway to Schaumburg, IL - Travel for City, 3.30; ILLINOIS LIBRARY ASS, summer reading staff tshirts 334653, 35.10; ILLINOIS LIBRARY ASS, summer reading tshirts for staff 334650, 227.02; IMAA ATTORNEYS , Iowa Municipal Attorneys Association - Membership, 200.00; IMAA ATTORNEYS , Porta Potty Rental for Terminal Street Lift Statio, 200.00; IMWCA, TPA 411 payment - April 2026, 79,186.77; IMWCA, TPA 411 payments - February 2026, 2,957.63; IMWCA, TPA 411 payments - March 2026, 192,847.79; IMWCA, TPA 411 payments - May 2026, 23,502.87; IMWCA, TPA payment - April 2026, 42,641.68; IMWCA, TPA payments - March 2026, 30,035.10; IMWCA, TPA payments -

May 2026, 16,174.52; IMWCA, Work Comp Premium - Deposit, 77,084.00; IN *ALEX AIR APPARATUS 2 , St5 - travel, shop materials and labor to fix Hurs, 515.00; IN *BARKING DOG INTERPRET , storywalk material 22129, 228.00; IN *FUTURELINE LLC , SPRocket, 432.50; IN *LIBRARY SOLUTIONS, Library calendar system 5311, 2,500.00; IN *MAST AND COMPANY INC , ST5 - 2 - five gallon water jugs, 28.50; IN *MAST AND COMPANY INC , ST5 - 4 five gallon water jugs, 45.00; IN *MAST AND COMPANY INC, ST5 - 6 five gallon water jugs, 48.00; IN *MAST AND COMPANY INC , ST5 - 9 five gallon water jugs, 86.25; IN *THE CTK GROUP, Membership Renewal, 500.00; IN *THE CTK GROUP, registration for training, 550.00; IN *THE CTK GROUP , Registration for training-Doerges, 550.00; IN *TRI-STATE PORTA POTTY, Facilities for firing range, 145.00; IN *TRI-STATE PORTA POTTY, Facility for firing range, 135.00; IN *TRI-STATE PORTA POTTY, Firing Range Facilities, 135.00; IN *UNI-BELL PVC PIPE ASS , WEBINAR registration for Gus P, 99.00; IN *WCC BRANDS CUSTOM APP , Uniform Purchase, 163.53; INDEED USI26-03087698 , Water Resources Job Posting, 510.82; INDEED USI26-03359674 , Water Resources Job Posting, 329.18; INDEPENDENT PUBLIC A, FY27 Q1 Quarterly Retainer, 7,750.00; INDIGO LA DOWNTOWN , Hotel charge for conference, 1,329.32; INFOSEND INC, April Charges, 14,918.26; INFOSEND INC, May Charges, 18,068.60; INGRAM LIBRARY SERVI, Books for Adult collection, 6,482.51; INGRAM LIBRARY SERVI, books for childrens collection, 1,519.69; INGRAM LIBRARY SERVI, Children's books for collection, 9,244.68; INGRAM LIBRARY SERVI, Children's books for Outreach - Bright Beginnings, 576.41; INGRAM LIBRARY SERVI, Circulating books for adult collection, 2,117.93; INGRAM LIBRARY SERVI, Circulating materials for Adult library collection, 10,116.64; INGRAM LIBRARY SERVI, Teen/Young Adult Materials for Collection, 3,501.86; INGRAM LIBRARY SERVI, youth books, 30.47; INK 4 CAKES , Edible ink printer I4C-132322, 629.98; INTEGRITY PAYMENT SY, FY26 Credit Card Fees, 480.27; INTELIUS SCREENING S, FY26 Background Checks - March 2026, 2,582.14; INTERNATIONAL ASSOC, Hazmat Conference registration for 7 firefighters, 2,975.00; INTERNATIONAL CODE C, CERTIFICATION TEST, 255.00; INTERNATIONAL CODE C, Fire Code Reference Digital subscription for Deput, 185.60; INTERNATIONAL CODE C, ICC Exam - E2 - Commercial Electrical Inspector, 255.00; INTERNATIONAL CODE C, ICC Exam - E3 - Electrical Plans Examiner, 255.00; INTERNATIONAL CODE C, ICC ONLINE TRAINING, 300.00; INTERNATIONAL CODE C, Registration for 2026 Upper Great Plains Region II, 1,000.00; INTERNATIONAL CODE C, VIEW WOOD CONSTRUCTION SPECIFICATION LEARNING, 39.00; INTERNATIONAL MUNICIPA, conference registration, 699.00; INTERNT'L ASSOC OF C, Registration for conference, 445.00; INTERNT'L ASSOC OF C, registration for training, 435.00; INTERSTATE PIPE & SU, Fittings for #1 Drum Thickener, 56.90; INTERSTATE PIPE & SU, Fittings for Pump for Cleaning Digester, 160.96; INTERSTATE PIPE & SU, Flange for Pump Digester, 346.23; INTERSTATE PIPE & SU, GASKET FOR FLORA POOL, 17.85; INTERSTATE PIPE & SU, Gate valve for Septage Receiving, 154.35; INTERSTATE PIPE & SU, HARDWARE STOCK/BOILER REPAIR, 315.89; INTERSTATE PIPE & SU, Septage Receiving Hose Pump Out Fitting, 26.19; INTERSTATE PIPE & SU, SUPPLIES FOR STOP BOXES, 185.73; INTERSTATE PIPE & SU, valve and nipple 102587, 41.59; INTOXIMETERS INC, Patrol Vehicle supplies, 315.00; INTUIT INCORPORATED, 3 months of ads for Julien's Journal, 645.00; INTUIT INCORPORATED, Background

Checks, 195.00; INTUIT INCORPORATED, HOCKEY NETS FOR ALLISON HENDERSON RINK, 996.90; INTUIT INCORPORATED, Home Evaluation Software, 2,575.00; INTUIT INCORPORATED, honor guard uniform piece, 89.00; INTUIT INCORPORATED, Kids Camp T-Shirts, 1,236.25; INTUIT INCORPORATED, METER TESTING, 2,064.92; INTUIT INCORPORATED, microscopic evaluation of our activated sludge., 365.00; INTUIT INCORPORATED, new officer uniform, 420.72; INTUIT INCORPORATED, New officer uniforms Kieck's Career Apparel, 1,995.81; INTUIT INCORPORATED, New uniforms for new officers, 570.00; INTUIT INCORPORATED, Nose Wheel Strap, 293.28; INTUIT INCORPORATED, PILOT PROGRAM FOR BEYOND PESTICIDES AT BEE BRANCH, 623.22; INTUIT INCORPORATED, STEEL TREADS FOR BHGC COURSE STEPS, 350.00; INTUIT INCORPORATED, SWPP Testing - QC Analytical, 3,014.00; INTUIT INCORPORATED, Uniforms for new officers, 774.93; INTUIT INCORPORATED, Vest for new officers, 2,688.00; INTUIT INCORPORATED, Water Bottles for Kids Camp, 575.00; Invengo American Cor, support RFID wand, 496.00; IOWA BEVERAGE SYSTEM, Alcohol Purchases - Recreation, 5,519.60; IOWA COMMUNITIES ASS, FY26 Damage Claims, 12,548.84; IOWA COUNTY ATTORNEY, Iowa Acts of Interest Registration, 270.00; IOWA DEPARTMENT OF H, GEMT Claims for June 2026, 50,261.74; IOWA DEPARTMENT OF P, FY26 Public Safety System Estimate, 7,467.00; IOWA DEPARTMENT OF P, IDPH License renewal - Ludescher, 25.00; IOWA DEPARTMENT OF P, IDPH license renewal fee, 10.00; IOWA DEPARTMENT OF P, IDPH license renewal fee - Gifford, 55.00; IOWA DEPARTMENT OF P, IDPH license renewal fee - Janecke, 25.00; IOWA DEPARTMENT OF P, IDPH license renewal fee - Lynch, 25.00; IOWA DEPARTMENT OF P, IDPH license renewal fee - Motsch, 25.00; IOWA DEPARTMENT OF P, Iowa Audit Filing fee, 871.25; IOWA DEPARTMENT OF P, Prepay for Background checks for Liquor Licenses, 1,000.00; IOWA DEPT OF NATURAL, discharge permit amendment fee, 88.66; IOWA DEPT OF NATURAL, E. 30TH ST & ELM ST WATER MAIN EXTENSION PROJECT P, 104.04; IOWA DEPT OF NATURAL, Grade 3 test, 32.29; IOWA DEPT OF NATURAL, GRADE 3 WATER TREATMENT CERTIFICATION FEE, 63.04; IOWA DEPT OF NATURAL, IDNR Permit for Terminal St LF Project, 104.04; IOWA DEPT OF NATURAL, IOWA DNR WATER SUPPLY ENGINEERING PERMIT FEE, 165.54; IOWA DEPT OF NATURAL, LF-2026-51 Iowa DNR Solid Waste Tonn Tax FY26 Q3, 88,322.37; IOWA DEPT OF NATURAL, LF-SLEIS Form 5.0 Annual Emissions Fee 2025, 268.56; IOWA DEPT OF NATURAL, Payment for wastewater operator certification exam, 63.04; IOWA DEPT OF NATURAL, Title V Annual Base Fee 05/21/26, 5,000.00; IOWA DEPT OF NATURAL, WATER DISTRIBUTION GRADE I TEST FEE, 32.29; IOWA DEPT OF TRANSPO, Paper for MCTs, 105.12; IOWA FIRE CHIEF'S AS, 2026 Membership Dues, 175.00; Iowa Health System, Orange Drug Boxes, 525.00; IOWA KENWORTH INC, 420006# - SERVICE - 5/19/2026, 111.90; IOWA KENWORTH INC, 420006# - SERVICE - 5/22/2026, 77.52; IOWA KENWORTH INC, GARAGE - STOCK - 4/22/2026, 31.88; IOWA KENWORTH INC, GARAGE - STOCK - 4/23/2026, 1,871.58; IOWA KENWORTH INC, GARAGE - STOCK - 5/9/2026, 1,068.09; IOWA KENWORTH INC, GARAGE - STOCK - NOx SENSOR - 5/19/2026, 876.74; IOWA KENWORTH INC, GARAGE - STOCK - TURBO ACTUATOR KITS 1/15/2026, (377.36); IOWA KENWORTH INC, Unit #1921 - KITS, VG TUR ACT SERV, (377.36); IOWA KENWORTH INC, UNIT #2503 - EXCHANGE COOLER KIT - 5/29/2026, 1,530.64; IOWA KENWORTH INC, UNIT #2680 Sensor, Nitrogen 02/02/26, (400.94); IOWA KENWORTH INC, UNIT #2680 - WTR PUMP KIT, THERMOSTAT - 5/13/2026, 305.83; IOWA KENWORTH INC,

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 504.19

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

UNIT #2680- Nitrogen Ox Sensors 4/11/26, (320.75); IOWA KENWORTH INC, UNIT #2682 - NOX SENSORS - 4/2/2026, (320.75); IOWA KENWORTH INC, UNIT #2683 - SERVICE - 3/23/2026, 1,024.40; IOWA KENWORTH INC, UNIT #2703 - NOx SENSOR - 5/18/2026, 555.99; IOWA KENWORTH INC, Unit #3411: TURBO ACTUATOR KITS, (307.69); IOWA KENWORTH INC, VEHICLE 4911 REPLACEMENT - CAB AND CHASSIS, 162,500.00; IOWA LEAGUE OF CITIE, 2026 Iowa League of Cities Annual Conference & Exh, 275.00; IOWA LEAGUE OF CITIE, Cori B IA League of Cities Registration, 275.00; IOWA LEAGUE OF CITIE, ILC Mayors Association renewal for Mayor Brad Cava, 35.00; IOWA LEAGUE OF CITIE, Member dues - Iowa League of Cities 7/1/26-6/30/27, 17,378.00; IOWA ONE CALL, Iowa One Call Utility Locates, 1,201.20; IOWA PRISON INDUSTRIES, Uniforms for ILEA New Officers-Leitzen, 230.00; IOWA PRISON INDUSTRIES, Uniforms for ILEA New Officers-Olejniczak, 230.00; IOWA SECTION AWWA , AWWA REGION 1 ANNUAL OPERATORS MEETING REGISTRATIO, 50.00; IOWA STATE BAR ASSOCIATIO , Continued Legal Education - ISBA Seminar, 90.00; IOWA STATE BAR ASSOCIATIO , Iowa Docs Subscription, 620.00; IOWA STATE BAR ASSOCIATIO , ISBA Membership - Wolle, 75.00; IOWA STATE BAR ASSOCIATIO , ISBA Membership Dues Renewal - Brumwell, 285.00; IOWA STATE BAR ASSOCIATIO , ISBA Membership Dues Renewal - Lehman, 285.00; IOWA STATE BAR ASSOCIATIO , ISBA Membership Dues Renewal - Medinger, 75.00; IOWA STATE UNIVERSIT, asce conference, 300.00; IOWA STATE UNIVERSIT, dTIMS Annual Pavement Mgmt Software, 4,000.00; IOWA WATER ENVIRONME, Conference Registration - Des Moines, 355.00; IOWA WATER ENVIRONME, Registration for IAWEA 2026 Annual Conference, 355.00; IOWA WATER MANAGEMEN, Annual Water Management Service, 2,037.00; IOWA WATER MANAGEMEN, water probe, 166.17; IPAA, conference registration, 650.00; Iron Creek Group LLC, FY26 Rent for 300 Main, Suite 330, 2,279.17; Isabella Edminster, AFTERSCHOOL SPORTS-TRACK, 250.00; ISSUU, Online Brochure Platform, 2,259.00; ITE-A COMMUNITY OF TRA, conference registration, 845.00; ITR CONCESSION COMPANY LL , Indiana Toll Road Charge NAPA April 2026, 4.80; ITR CONCESSION COMPANY LL , Toll Charge NAPA Conf April 2026, 2.00; ITSAMRELX , Conference fee, 995.00; ITSAMRELX , conference registration, 995.00; J & R SUPPLY COMPANY, 2″ CORPS & CURB STOPS FOR TAPS, 2,290.00; J & R SUPPLY COMPANY, 4′ Tile Probe for Locates, 65.00; J & R SUPPLY COMPANY, 5th and Hill emergency repair supplies, 8,420.00; J & R SUPPLY COMPANY, BOLTS FOR WATER DISTRIBUTION WATER MAINS, 3,125.00; J & R SUPPLY COMPANY, Catherine St Storm Sewer Supplies, 511.00; J & R SUPPLY COMPANY, CHECKING & MONITORING WATER PRESSURE GAUGE, 260.00; J & R SUPPLY COMPANY, CORPS FOR WATER MAIN TAPS-LSL REPLACEMENT PROG., 13,800.00; J & R SUPPLY COMPANY, COUPLINGS FOR WATER MAINS, 4,100.00; J & R SUPPLY COMPANY, curb opening 4″ outlet, 800.00; J & R SUPPLY COMPANY, curb opening outlet, 800.00; J & R SUPPLY COMPANY, CUT OFF BLADES FOR CUTTING WTR MNS,VALVES&HYD., 825.00; J & R SUPPLY COMPANY, drain tile supplies for Trygg Drive, 5,286.00; J & R SUPPLY COMPANY, Drain tile Trygg & Kaufmann, 500.00; J & R SUPPLY COMPANY, Drain Tile Trygg Drive, 21,000.00; J & R SUPPLY COMPANY, field tools for DHomb, 395.00; J & R SUPPLY COMPANY, FIRE HYDRANT EXTENSIONS, 3,150.00; J & R SUPPLY COMPANY, Fittings for Cleaning Digester, 438.41; J & R SUPPLY COMPANY, Fittings for High Strength Waste Pump Off, 225.00; J & R SUPPLY COMPANY,

Guardian Blade, 875.00; J & R SUPPLY COMPANY, IRRIGATION REPAIR PARTS-MCALEECE, 61.00; J & R SUPPLY COMPANY, MATERIAL FOR WATER MAIN REPAIRS/ REPLACEMENTS, 7,097.00; J & R SUPPLY COMPANY, MATERIAL FOR TAPS, 2,630.00; J & R SUPPLY COMPANY, MATERIAL FOR WATER MAIN REPLACEMENT/ REPAIRS, 33,518.00; J & R SUPPLY COMPANY, materials for drain tile program, 9,300.00; J & R SUPPLY COMPANY, MATERIALS FOR NEW TAP ON SEIPPEL RD, 5,490.00; J & R SUPPLY COMPANY, MATERIALS FOR PROJECT ON BROADWAY ST TAPS, 7,625.00; J & R SUPPLY COMPANY, Metal Detector to find Manhole Lids, 1,150.00; J & R SUPPLY COMPANY, METER LOCATORS FOR VALVES & WATER BOXES, 2,650.00; J & R SUPPLY COMPANY, MSC- CY2026 Rings and Lids, 94,500.00; J & R SUPPLY COMPANY, MUELLER TAPPING MACHINE FOR 1" AND 3/4" TAPS, 5,250.00; J & R SUPPLY COMPANY, PIPE & FITTINGS FOR STOCK, 9,078.00; J & R SUPPLY COMPANY, Pipe and Fittings for Cleaning Digester, 1,782.92; J & R SUPPLY COMPANY, Pipe and Fittings for Septage Receiving, 310.00; J & R SUPPLY COMPANY, PLUMBING SUPPLIES, 622.12; J & R SUPPLY COMPANY, PLUMBING SUPPLIES FOR WATER TREATMENT PLANT ROOF, 2,552.34; J & R SUPPLY COMPANY, REDUCER FOR WATER MAIN BREAKS /REPAIRS/REPLACEMENTS, 170.00; J & R SUPPLY COMPANY, Sewer-components 5/7/26, 1,900.00; J & R SUPPLY COMPANY, Street - Small tools and equipment, 7,322.00; J & R SUPPLY COMPANY, Street- Aqua Safety Gloves (XL), 120.00; J & R SUPPLY COMPANY, Street- Asphalt Street Broom and Handles, 175.00; J & R SUPPLY COMPANY, Street- Internal Coupling 04/28/26, 180.00; J & R SUPPLY COMPANY, Street- Pipe and Coupling Strongback 04/28/26, 632.00; J & R SUPPLY COMPANY, Street- Pipes and Couplings 4/29/26, 912.00; J & R SUPPLY COMPANY, Street- Pipes, Grates, Curb box 4/8/26, 3,972.00; J & R SUPPLY COMPANY, Street- Yellow Work Gloves (LG), 320.00; J & R SUPPLY COMPANY, SUPPLIES FOR FIRE HYDRANT REPLACEMENT ON HIGH BLUF, 9,990.00; J & R SUPPLY COMPANY, SUPPLIES FOR TAPPING MAINS, 1,545.00; J & R SUPPLY COMPANY, SUPPLIES FOR WATER PROJECT ON HIGH BLUFF, 9,411.00; J & R SUPPLY COMPANY, Tanglewood Court Storm Sewer Supplies, 390.00; J & R SUPPLY COMPANY, TAPPING MACHINE FOR 3/4" AND 2" TAPS, 2,900.00; J & R SUPPLY COMPANY, TAPPING SADDLES & GATE VALVES FOR WATER MAINS, 5,835.00; J & R SUPPLY COMPANY, TAPPING SLEEVES FOR WATER MAIN REPLACEMENTS/REPAIR, 2,210.00; J & R SUPPLY COMPANY, trash pump & fittings for operators, 422.00; J & R SUPPLY COMPANY, utility locator, 1,250.00; J & R SUPPLY COMPANY, WATER MAIN PIPE STOCK FOR ASPHALT OVERLAY PROJ, 8,820.00; J & R SUPPLY COMPANY, Westmore Drive drain tile supplies, 4,020.00; J & R SUPPLY COMPANY, wood lathe for survey, 230.00; J AND R RENTAL, CORDLESS TRIMMERS-MOWER CREW-CORDLESS SPRAYER,FORE, 2,042.04; J AND R RENTAL , Boots for Marty and Adam, 355.25; J AND R RENTAL , CHOKE LEVER KIT FOR LINE TRIMMER, CONTROL LEVER FO, 333.47; J AND R RENTAL , GENERATOR FOR DISTRIBUTION TRUCK'S POWER TOOLS, 1,261.75; J AND R RENTAL , GOLF COURSE HEDGE TRIMMER PARTS, 26.76; J AND R RENTAL , HANDLE FOR LINE TRIMMER #40 DUE TO DAMAGE, 20.59; J AND R RENTAL , Rent manlift for centrifuge crane, 1,605.77; J AND R RENTAL , returned wrong boots and got right ones for adam, 75.90; J AND R RENTAL , SPROCKET FOR CHAIN DRIVE GEAR SAW #13, 16.46; J AND R RENTAL , STIHL POWERHEAD AND CHAIN FOR SAW #7, 44.23; J AND R RENTAL , teleahandler for pulling mixers on digester, 975.41; J AND R RENTAL , TELEHANDLER FOR INSTALLING MIXER IN DIGESTER #1, 2,086.27; J AND R RENTAL , trailer to move mixers from digester #1, 174.07; J&R RENTAL LLC, 14" Stihl cut off,

1,220.00; J&R RENTAL LLC, 2723# - SERVICE (NEW CLUTCH/BEARING) - 5/15/2026, 269.81; J&R RENTAL LLC, 4046#, POD, & Water Dept - PARTS FOR REPAIR- 6/4/2, 335.46; J&R RENTAL LLC, Excavator Rental for House Demo 6505 Pennsylvania, 3,376.50; J&R RENTAL LLC, FORESTRY HELMETS FOR STAFF, 199.98; J&R RENTAL LLC, UNIT #3277 - CARBURETOR - 4/22/2026, 245.41; J&R RENTAL LLC, UNIT #4046 - MUFFLER/PARTS - 5/5/2026, 260.45; J.W.F. TECHNOLOGIES , For the tracks on one of our ambulance stair chair, 115.51; JAEGER PLUMBING & PU, Central Ramp Toilet not Flushing, 397.76; JAEGER PLUMBING & PU, Service to thaw water line at 514 Rhomberg, 1,025.00; JA-MAR PATTERN INC, SUCTION HEAD CASTING MACHINE HEAD TO FIT, 1,400.00; JA-MAR PATTERN INC, SUCTION HEAD CASTING MACHINE MOVEABLE GATE PIECES, 750.00; JA-MAR PATTERN INC, SUCTION HEAD RE-MANUFACTURING, 4,000.00; JA-MAR PATTERN INC, SUCTION HEAD VACUUM DISK FOR SLUDGE PLT FILTER REP, 1,100.00; JA-MAR PATTERN INC, SUCTION HEAD WELD UP WORN OUT CASTING, 1,400.00; JA-MAR PATTERN INC, VACUUM DISK FOR SUCTION HEAD, 500.00; JAMES J ARTHOFER, Pump Out Retention Basin for UV at the WRRC, 299.00; JAMES J GRAVES, 2680# - DECALS - 6/2/2026, 78.00; JAMIE L WEINER, AFTERSCHOOL SPORTS-TRACK, 455.00; JAN AND STEVE KOPP, 1375 FINLEY RL REIMBURSEMENT FOR SALE OF PROPERTY, 142.50; Jarod Charzewski, AOTR 2026-2027 Exhibiting Artist Extruded Life, 1,000.00; JEFFREY J JAEGER, 1950 WHITE RL REIMBURSEMENT FOR PROPERTY SALE, 131.25; JEFFREY J JAEGER, 373 E 19TH RL PROPERTY SALE REIMBURSEMENT, 78.75; Jeffrey Sikora, Magic Show on June 26, 2026, 375.00; JEFFREY WALKER, 25 W 15TH RENTAL LICENSE OVERPAYMENT, 75.00; JEHREMY EILTS, REFUND OF TAXI PERMIT FEE, 10.00; Jenaleigh Williams, AFTERSCHOOL SPORTS-TRACK, 275.00; JENNIFER DANIELS NEA, Deposit for Summer Performance on June 12, 2026, 675.00; JENNIFER DANIELS NEA, Summer Performance on June 12, 2026, 2,025.00; JENNIFER KANE-JARRETT, 2711 ELM REIMBURSEMENT OWNER OCCUPIED, 60.00; JENNIFER SCHULTZ, 1240 ROSEDALE RL REIMBURSEMENT FOR SALE OF PROP, 142.50; JESSE AND LAURA KELLER, 1504 CENTRAL PROPERTY SOLD RL REIMBURSEMENT, 168.75; JESSICA L BRIMEYER, AFTERSCHOOL SPORTS-TRACK, 385.00; JESSICA QUECK, 818 RHOMBERG REIMBURSEMENT FOR PROPERTY MERGE, 56.25; JHTD PLAZA LLC, TIF Spring 2026/FY26 356 Main St, 4,834.97; Jim Giese Commercial, City Hall Roof Repairs, 265.00; JIMMY JOHNS 1770 - ECOM , Special Events, 80.47; JIMMY JOHNS 1770 - MOTO , 3/23 Catering for special city council mtg, 188.70; JIMMY JOHNS 1770 - MOTO , 5/4/26 Catering for Work Session, 182.95; JIMMY JOHNS 1770 - MOTO , Catering for 4/20/26 Work Session, 177.21; JIMMY JOHNS 1770 - MOTO , Catering for Work Session 5/18/26, 188.70; JIMMY JOHNS 1770 - MOTO , Team Risilience Team lunch, 139.84; JIMMY JOHNS 1770 - MOTO , Work Session, 188.70; JIMMY JOHNS 513 - ECOM, ST4 - Employee Appreciation meal for the FF's who, 60.00; JO DAVIS SHERIFF, Service - Petition Property, 51.50; JOB BOARD WEBSCRIBBLE , job advertisement, 795.00; JOHN M ELLWORTH CO I, Grounding Reel, 427.33; JOHN'S ON-SITE GOLF, ADDITIONAL GOLF CARTS, 1,067.00; JOHNSON CONTROLS, MSC- Annual Service Agreement Fire Alarms 2026-203, 2,624.03; JOHNSON CONTROLS FIR, Annual Fire Service Agreement, (1,303.71); JOHNSON CONTROLS FIR, Fire and Alarm Services City Hall, 2,938.17; JOHNSON PLASTICS PLU, Removable vinyl 3859822, 209.97; JOHNSON PLASTICS PLU, Roland BN2 Supplies 3827954, 370.09; JOHNSON PLASTICS PLU, Roland Vinyl supplies, 182.71; JOHNSON PLASTICS PLU, Sublimation blanks 386491, 220.97; JOHNSON PLASTICS PLU, Sublimation nameplate restocks 3821221, 60.13; JOHNSON

PLASTICS PLU, Sublimation restocks, photo blocks and mugs
382122, 304.48; JOHNSON, REGINA R, UB 08820 517 ALMOND, 84.40;
JOHNSONS NURSERY INC, TREES FOR BRANCHING OUT DUBUQUE GRANT,
21,250.00; Joseph Pergande, SOFTBALL SCOREKEEPER AND
OFFICIALS, 350.00; JOSEPH SPECHT, 850 ALPINE PROPERTY SALE RL
REIMBURSEMENT, 236.25; JUDITH R BOYES, 2052 JACKSON PROPERTY
SOLD RL REIMBURSEMENT, 60.00; JUSTICE CLEARINGHOUSE , Huberty
NACA I & II online classes, 909.00; JW MARRIOTT RIVERSIDE,
Eminent Domain & Land Litigation 2026 Conference-, 1,491.15;
KANE, NORBY AND REDD, 104335 INV/1199 central ave, 1,188.00;
Kankakee Nursery Co, TREES FOR BRANCHING OUT DUBUQUE GRANT,
15,715.00; KANOPY LLC, Kanopy Streaming Services for Adult
Collection, 1,699.00; KANSAS CITY MARRIOTT, Lodging for GFOA
Conference, 1,449.82; KATIE CALLAHAN, AFTERSCHOOL
SPORTS-TRACK, 250.00; Katie Cove Homeowner, 2026 Association
Dues - Road Fund/"HOA annual fees, 800.00; Katie M. Schmitt,
AFTERSCHOOL SPORTS-TRACK, 420.00; KEELEY RESTORATION S, 2025
Repair and Maintenance Iowa Street Parking Ra, 881,302.16;
KEITH AND SUE REISEN, 445 NEVADA RL REIMBURSEMENT FOR PROPERTY
SALE, 78.75; KEITH JOHNSON, 850 ALPINE RENTAL LICENSE
OVERPAYMENT, 78.75; KELLY REGISTRATION S, Iowa Fuel Pump
License Renewal, 19.80; KELSIE ZEPESKI, LIFEGUARD
CERTIFICATIONS, 3,350.00; KEN SAIKI DESIGN INC, COMISKEY PARK
-PHASE 2, 19,241.75; KEN SAIKI DESIGN INC, Fed Bldg Parking
Lot Reconstruction Consulting Eng, 15,100.00; KENNEDY MALL/GFT
CERT , BULB AND AIR FILTER FOR LINE TRIMMER, 62.72; KIESLER
POLICE SUPPL, Federal American 223REM Ammo, 20,999.00; KIESLER
POLICE SUPPL, Red Sights w/accessories, 2,042.40; KILBURG
EQUIPMENT LL, 3409# - BODY UP/DOWN SWITCH - 6/3/2026, 50.27;
KIM A HERRIG, FY26 Custodial Services for 300 Main, Suite 330,
412.00; KIM A HERRIG, FY27 Custodial Services for 300 Main,
Suite 330, 527.55; KIMBERLY A HOOVER, Two plants to use for
drawing, 12.84; Kimberly Birkel, AFTERSCHOOL SPORTS-TRACK,
275.00; KIMBERLY FREDERICK, 2518 BROADWAY RENTAL LICENSE
OVERPAYMENT, 285.00; KimHEC LLC, Industrial Pretreatment
Program Software, 12,000.00; KIRKWOOD COMMUNITY C, WATER
DISTRIBUTION GRADE 2 CLASS, 195.00; KLATT, ABBIGAYLE M, UB
03570 2643 WINDSOR, 7.00; KLAUER MANUFACTURING, Franchise Fee
FY26, 5,687.55; KLAUER MANUFACTURING, TIF Spring 2026/FY26,
52,609.79; KLUESNER CONSTRUCTIO, Wood Chips for DMASWA for
4/2/26-4/7/26, 1,800.00; KLUESNER CONSTRUCTIO, Wood Chips for
DMASWA for 4/30/26-05/05/26, 1,020.00; KMDE LLC, MSC Solar
Production- APRIL 2026, 2,994.84; KMDE LLC, MSC Solar
Production- May 2026, 3,161.22; KODY RIFE, 189 ST MARYS RL
REIMBURSEMENT FROM PROPERTY SALE, 225.00; KONE INC, Elevator
Maintenance, 543.68; KONE INC, Elevator Maintenance - FY26,
400.00; KONE INC, Fed Bldg Elevator Maint, 2,034.00; KONE INC,
FY26 Engine House Elevator Service, 420.00; KONE INC, FY26
Ramp Elevator Maintenance, 2,474.00; KONE INC, Maintenance
Period: 06/01/26-08/31/26, 360.00; KRAEMERS WATER STORE,
Bottled Water Service for Landfill 02/28/26, 47.25; KRAEMERS
WATER STORE, Bottled Water Service for Landfill 04/30/26,
55.25; KRAEMERS WATER STORE, Bottled Water Service for
Landfill 05/31/26, 47.25; KRAEMERS WATER STORE, Bottled Water
Service for Landfill 06/3/26, 59.60; KRAMER PEST CONTROL, PEST
CONTROL AT MIRACLE LEAGUE OF DBQ, 100.05; KRAMER PEST CONTROL,
Regular Monthly Service, 180.00; KRAMER PEST CONTROL,
Terminal, ARFF and FBO Bld. annual pest control, 2,095.20;
Kristie Rellihan, AFTERSCHOOL SPORTS-TRACK, 300.00; KRUSER
SEPTIC SERVIC, FY26 Lift Station Maintenance, 13,482.50;

KRUSER SEPTIC SERVIC, WRRC - Vacuuming & Jetting Svcs for rest of FY26, 22,795.00; KUDOBOARD: PREMIUM 50 , Employee Communication tool - Kudoboard, 189.00; KUDOBOARD: PREMIUM 50 , Virtual dog behavior conference for Brooke H, 189.00; KURT P WELAND, SOFTBALL SCOREKEEPER AND OFFICIALS, 575.00; KWIK STAR #1068 , gas for conference travel, 45.27; KWIK STAR #1184 , CAMERA FOR STOP BOX INSPECTIONS, TAPE FOR MAILINGS, 35.12; KWIK STAR #1184 , Cell and data Service Autopay April 21, 2026, 86.21; KWIK STAR #1184 , Fuel 2706, 277.21; KWIK STAR #1184 , FUEL FOR #3000001, 114.39; KWIK STAR #1184 , FUEL FOR #3000001-FUEL ISLAND NOT QUITE READY, 153.87; KWIK STAR #1184 , FUEL FOR #4408-FUEL ISLAND NOT FINISHED, 68.41; KWIK STAR #1184 , FUEL FOR #4426, 97.54; KWIK STAR #1184 , FUEL FOR #4426-FUEL ISLAND NOT QUITE READY, 269.49; KWIK STAR #1184 , FUEL FOR #4434-FUEL ISLAND STILL NOT DONE, 67.73; KWIK STAR #1184 , GARAGE - OFFICE SUPPLIES - 5/18/2026, 5.94; KWIK STAR #1184 , KNIFE ASSEMBLY, SCREWS, HARNESS FOR #4409, 935.20; KWIK STAR #1184 , McAleece Concessions, 142.04; KWIK STAR #1184 , Stop the Bleed Safety Kits, 134.36; KWIK STAR #1184 , Vehicle 2648 Fuel, 97.51; KWIK STAR #1186 , Gas for ITSUV for Tyler user group conference, 56.08; KWIK STAR #1284 , 2" Pump Fuel, 19.63; KWIK STAR #1284 , 3403 Fuel, 84.46; KWIK STAR #1284 , 3473 mower fuel, 57.21; KWIK STAR #1284 , 540001 unit fuel, 113.46; KWIK STAR #1284 , Fuel #3463, 62.70; KWIK STAR #1284 , Fuel equipment, 511.04; KWIK STAR #1284 , FUEL FOR #4406-FUEL ISLAND NOT QUITE READY, 82.01; KWIK STAR #1284 , Fuel for Gator, 22.87; KWIK STAR #1284 , Fuel for travel to Minnesota to attend 2026 Upper, 30.55; KWIK STAR #1284 , Gas for 2 water pumps, 62.10; KWIK STAR #1284 , Supplies for Kids Camp, 90.86; KWIK STAR #1284 , Unit 3463 Fuel, 48.40; KWIK STAR #236 , Buns for Golf Bar, 11.10; KWIK STAR #236 , buns for snack bar at bunker, 17.73; KWIK STAR #236 , Cell and data Service Autopay April 21, 2026, 77.88; KWIK STAR #236 , Food for Bunker Bar, 14.85; KWIK STAR #236 , Health Dept Cell and Ipad data charges AutoPay 03-, 155.76; KWIK STAR #236 , Ice for cooler for training sessions, 5.58; KWIK STAR #495 , Bunker Bar - Buns, 26.79; KWIK STAR #495 , Bunker Bar Food Supplies, 23.76; KWIK STAR #495 , Buns for Bunker Bar, 17.90; KWIK STAR #495 , Buns for Golf Bar, 17.90; KWIK STAR #495 , buns for snack bar at bunker, 21.48; KWIK STAR #495 , FUEL FOR #3000013 TRANSFER TRUCK, 226.00; KWIK STAR #495 , FUEL FOR #4408-FUEL ISLAND NOT QUITE READY, 142.83; KWIK STAR #495 , FUEL FOR #TRANSFER TRUCK, 44.00; KWIK STAR #495 , FUEL FOR TRANSFER TRUCK, 517.08; KWIK STAR #495 , FUEL FOR TRANSFER TRUCK TANK, 1,591.02; KWIK STAR #495 , FUEL FOR TRANSFER TRUCK TANK #3000013, 855.02; KWIK STAR #495 , FUEL FOR TRANSFER TRUCK TANK #300013, 219.00; KWIK STAR #495 , gas, 48.70; KWIK STAR #495 , Ice for cooler for training, 13.95; KWIK STAR #495 , Purchased membership for attendee to reduce regist, 255.00; KWIK STAR #495 , Street Maintenance Materials, Small Tools and Safe, 59.90; KWIK STAR #495 , Supplies for CPA, 1.65; KWIK STAR #589 , 3473- Blades Sharp, 30.00; KWIK STAR #589 , Cedar Rapids travel for meeting-gas pumps did not, 35.93; KWIK STAR #589, fuel meeting/conference, 51.26; KWIK STAR #589 , gas for city vehicle, 30.00; KWIK STAR #703, IPAA Legislative Reception Fuel, 38.77; KWIK STAR #710, Fuel. 170002 Public Health Conference of Iowa Des, 15.00; KWIK STAR #924 , FUEL FOR #8516-FUEL ISLAND NOT QUITE READY, 144.24; KWIK STOP ,

2701 fuel, 95.55; KWIK STOP, 4004- Fuel, 174.49; KWIK STOP, Fuel 2701, 26.23; KWIK STOP, FUEL FOR #4470-FUEL ISLAND STILL DOWN, 70.50; KWIK STOP, Fuel for 2701, 47.58; KWIK STOP, fuel for Dodge Ram Truck 2562, 61.10; KWIK STOP, Health Dept Cell and Ipad data charges AutoPay 03-, 25.43; KWIK STOP, Ipad and cell phone data charges. June 21, 2026 au, 25.43; KWIK STOP, Unit 2701 CNG, 33.23; KWIK STOP, Unit 2701 Fuel, 39.11; KWIK STOP, Unit 4001 Fuel, 69.82; KWIK STOP, Unit 4004 Fuel, 130.02; KWIK TRIP #267, Fuel while traveling to look at Marine 1, 93.60; Kwik Trip Inc, Monthly Fuel Charges Acct #00557404: APR 2026, 221.54; Kwik Trip Inc, Monthly Fuel Charges Acct #00557404: MAY 2026, 767.91; Lake Assault Boats, Landing Craft Style Fire Boat, 170,832.00; Lake Assault Boats, Training for Landing Craft Fire Boat, 2,500.00; LAMAR TEXAS LIMITED, Summer Reading billboard, 2,000.00; LANCE EVERHART, 705 TANZANITE PROPERTY SALE RL REIMBURSEMENT, 30.00; LANGUAGE LINE , Language Line Services, 1,605.86; LARISSA MCCOY, AMBULANCE REFUND, 20.00; LAUNDRY MAX, laundry fed bldg, 30.10; LAUNDRY MAX, laundry MFC, 21.50; LAUNDRY MAX, laundry service, 124.70; LAUNDRY MAX, laundry service fed bldg, 30.10; LAUNDRY MAX, laundry service for, 31.50; LAUNDRY MAX, laundry service for custodial supplies, 38.25; Laura Merrick, ARTS_bs_Independent Contractor 26, 650.00; LAW ENFORCEMENT TARG, Targets for firing range, 352.51; LAZ PARKING ECOMMERCE , Parking at PLA Conference in Minneapolis, 92.15; LEADERSHIP SHAPERS , Contract fee for training, 5,500.00; LeeAnn M Peterson, AFTERSCHOOL SPORTS-TRACK, 420.00; LEGRAND DPC LLC , Traffic componets for switches, 362.08; LEIGH DEARDORFF, AFTERSCHOOL SPORTS-TRACK, 330.00; LEISURE SERVICES REF, REFUND FOR IRISH HOOLEY, 300.00; LEISURE SERVICES REF, TERRACE ROOM PAVILION REFUND DUE TO CONSTRUCTION, 42.00; Lerdahl Business Int, MFC Admin FurnFixt, 5,983.31; Lerdahl Business Int, MFC Admin furniture, 150.00; LESLEIN TRUCKING, FY2026 BLANKET PO - SLUDGE HAULING SERVICES, 52,175.55; LIBERTY TIRE RECYCLI, LF-Tire Recycling Mixed Load, 14,360.80; Library Furniture In, Library Shelving project, 9,641.35; LIBRARY IDEAS LLC, Vox Books for Children's Collection, 297.24; LIBRARY MARKETING CONF, Professional Development, 59.00; Life-Assist, Inc, EMS Bag Replacement, 473.50; Life-Assist, Inc, EMS Supplies, 4,309.13; LIFETECH, .45 Micron Syringe Filters for Process Control Tes, 258.05; LIME ROCK SPRINGS CO, FY26 BEVERAGE CONTRACT, 9,463.00; Limestone Legacy, LL, 1602 Central, 35,000.00; LINK COATINGS , POWDER COAT POST FOR AEDS IN THE PARKS, 124.20; LINK HYDRAULIC & SUP, GARAGE - STOCK RUBBISH - 5/27/2026, 51.94; LINK HYDRAULIC & SUP, VEHICLE 4911 REPLACEMENT - BODY AND INSTALL, 39,080.97; LINKO , YEARLY TOKAY SOFTWARE FEE FOR METERS, 2,031.29; LINWOOD CEMETERY ASS, CONTRIBUTION/FINANCIAL SUPPORT FOR FY26, 24,759.92; Lisa Carroll, AFTER SCHOOL VOLLEYBALL 2025, 245.00; Lisa Carroll, AFTERSCHOOL SPORTS-TRACK, 720.00; LITTLE CAESARS 3583-0013 , After School Program, 43.94; LITTLE CAESARS 3583-0013 , After School Programs, 43.94; LOCATORS LTD, 313 BRYANT REIMBURSEMENT FOR OWNER OCC UNIT, 65.00; LORAS COLLEGE, Franchise Fee FY26, 6,833.93; LORAS COLLEGE, TRACK PROGRAM FOR SPRING 2026, 6,050.00; LORI BRUNKOW, AMBULANCE REFUND, 40.00; Lori Kelchen, AFTERSCHOOL SPORTS-TRACK, 245.00; LOT A EPS , AmeriCorps National Service Conference Travel Park, 172.00; LOT A EPS , Parking while at Airport during Hazmat conference, 344.00; LOT A PAY ON FOOT , Admin Meetings and Conferences, 122.00; Lotus Engineering an, Community-wide

Greenhouse Gas Inventory, 9,820.00; LOWES #00117*, Street Maintenance Materials, Small Tools and Safe, 255.74; LOWES #00117* , 540018 Asphalt Supplies, 327.24; LOWES #00117* , adjustment for sales tax charged at Lowes for Haul, (41.93); LOWES #00117* , Adult Sports, 35.92; LOWES #00117* , Cell phone and ipad data charges. Autopay May 21,, 155.68; LOWES #00117* , Central Ramp - pine ulx, jaw pwrpro, kt douglas, 73.21; LOWES #00117* , Concrete Tools, 343.92; LOWES #00117* , Construction Supplies for Academy, 72.83; LOWES #00117* , credit issued for scratch damage to new fridge, (89.85); LOWES #00117* , Earplugs and Epoxy Gun, 8.98; LOWES #00117* , field supplies, 193.60; LOWES #00117* , Firing range training supplies, 43.88; LOWES #00117* , GARAGE - JANITORIAL - 5/15/2026, 292.26; LOWES #00117* , GARBAGE CAN FOR DISC GOLF COURSE, 89.94; LOWES #00117* , GFCI for polymer skid, 25.72; LOWES #00117* , Ipad and cell phone data charges. June 21, 2026 au, 155.68; LOWES #00117* , kickplate for bathroom door at Bunker, 38.98; LOWES #00117* , Lime spreader for sewer overflow, 186.00; LOWES #00117* , LUMBER AND CONDUIT FOR AED PROJECT IN THE PARKS, 56.10; LOWES #00117* , materials for project, 89.39; LOWES #00117* , materials for street project, 53.94; LOWES #00117* , MISC HARDWARE FOR LITTLE FREE LIBRARY AT RILEY PAR, 37.14; LOWES #00117* , Plywood for Maint. Shop, 26.56; LOWES #00117* , Pool inspection kits, 52.92; LOWES #00117* , PRUNING BLADES, SCREWS, HOSE REPAIR PARTS FOR BEE, 22.94; LOWES #00117* , replacement fridge for hauled waste/ipp sampling, 688.00; LOWES #00117* , Replacement Fridge for Hauled Waste/IPP Sampling -, 679.93; LOWES #00117* , safety materials, 239.76; LOWES #00117* , shelves for Devins office, 72.08; LOWES #00117* , Storm Sewer Cleaning, 39.96; LOWES #00117* , sump pump 5/27/26, 269.00; LOWES #00117* , Supplies for Kids Camp, 9.88; LOWES #00117*, Tool box for investigative equipment, 99.98; LOWES #00117*, TOOLS FOR NEW CONSTRUCTIONS-METER INSTA-LLATIONS, 76.38; LOWES #00117*, traffic supplies, 81.92; LOWES #00117*, training supplies for firing range, 20.48; LOWES #00117*, TRENCHING PICKS FOR SHOP, 59.96; LOWES #00117* , water fountain filter, 142.93; LS KEY CITY POOL SPA , CHEMICALS FOR POOLS, 170.97; LUCAS KAHL, 520 NEVADA RENTAL LICENSE OVERPAYMENT, 100.00; LUCIDCHART, Building Code Tech Services Books, 324.00; LYFT *RIDE MON 12PM , travel for work - Lyft Charleston, SC, 18.25; LYFT *RIDE TUE 2PM, travel for work - Lyft Charleston, SC, 11.23; LYFT *RIDE TUE 8PM, travel for work - Lyft Charleston, SC, 9.80; LYFT *RIDE WED 1PM, AIRPORT RIDE FOR DALLAS CONFERENCE, 50.32; MACQUEEN EQUIPMENT G, 4007# - PL ACTUATOR - 5/29/2026, 116.78; MACQUEEN EQUIPMENT G, Chemguard Direct Attack Foam & G1 Regulator Keeper, 577.00; MACQUEEN EQUIPMENT G, Fire Hose Replacement, 2,904.26; MACQUEEN EQUIPMENT G, GARAGE - STOCK - 5/13/2026, 236.58; MACQUEEN EQUIPMENT G, GARAGE - STOCK STRAP - 5/14/2026, 157.34; MACQUEEN EQUIPMENT G, Maintenance on SCBA's and cylinders, 792.31; MACQUEEN EQUIPMENT G, MSA Pouch, ExtendAire II, G1, Left, 520.16; MACQUEEN EQUIPMENT G, UNIT #2704 - ADAPTER - 5/18/2026, 268.50;

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 512.68

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

MACQUEEN EQUIPMENT G, UNIT #2704 - ELBOW - 5/29/2026, 2,398.97; MACQUEEN EQUIPMENT G, UNIT #2704 - TD3100 REMOTE - 4/20/2026, 173.40; MACQUEEN EQUIPMENT G, UNIT #4007 - ACTUATOR - 5/22/2026, 1,106.27; MACQUEEN EQUIPMENT G, UNIT #4007- Parts 4/14/26, 26.11; MACQUEEN EQUIPMENT G, UNIT #540003- Parts 4/14/26, 799.04; MACQUEEN EQUIPMENT G, Waist Belt, Right & Left for SCBA, 211.19; Madison Sheehy, AFTERSCHOOL SPORTS-TRACK, 250.00; MAIL SERVICES UNLIMI, mail service for bulk mailing, 400.41; MANDERS INC, SPRING PAVER INSTALL, 275.00; MANDI DOLSON, 1098 W LOCUST OVERPAYMENT REIMBURSEMENT, 78.75; MAQUOKETA VALLEY ELE, Blanket Purchase Order - Monthly Electric Service, 7,007.04; MAQUOKETA VALLEY ELE, Electrical Svc - Airport Lift Station - FY26, 188.74; MAQUOKETA VALLEY ELE, Energy Costs, 4,770.57; MAQUOKETA VALLEY ELE, FY2026 BLANKET PO - ELECTRICITY COSTS, 2,374.67; MAQUOKETA VALLEY ELE, FY26 Electric Traffic & Street Lights, 1,473.99; MAQUOKETA VALLEY ELE, FY27 MVEC Electricity, 1,364.77; MARATHON 240812 , Gas city vehicle NAPA Detroit Conf, 47.10; MARCO'S ITALIAN , ST6 - Employee Appreciation Meal for those that co, 30.00; MARCUS ANDERSON, 595 W 17TH PROPERTY SOLD RL REIMBURSEMENT, 150.00; MARGIE A WHITE, 2605 WHITE RL REIMBURSEMENT FOR PROPERTY SALE, 225.00; MARGIE A WHITE, 2768 JACKSON RL REIMBURSEMENT FOR PROPERTY SALE, 78.75; MARITZ AT&L* ALA , Refund for PLA Conference, (623.00); Mark Adam Tanner, 509A Study for plan year ending 6/30/25, 1,035.00; MARQUETTE HALL LLC, TIF Spring 2026/FY26, 4,548.48; MARRIOTT CHRLSTN RIVER, travel for work - Charleston, SC, 823.92; MARRIOTT INTERNATION, Hotel for ISOSWO/IRA Legislative Breakfast, 135.52; MARRIOTT INTERNATION, IPAA Legislative Reception, 278.25; MARRIOTT INTERNATION, June 2026 IPIB Meeting Hotel, 172.97; MARRIOTT INTERNATION, May 2026 IPIB Meeting Hotel, 277.82; MARRIOTT INTERNATION, Monthly IPIB Meeting, 271.53; MARRIOTT MINNEAPOLIS N, Hotel Accomodations for travel for 2026 Upper Grea, 803.00; MARRIOTT PALMETTO RESO, Hotel for Catalis Conference: SS, 152.55; MARRIOTT WEST DES MOIN, HOTEL FOR NAHRO TRIP, 324.80; MARRIOTT WEST DES MOIN, IOWA NAHRO CONFERENCE, 324.80; MARRIOTT WEST DES MOIN, NAHRO HOTEL EXPENSE, 324.80; MARRIOTT WEST DES MOIN, NAHRO TRIP - HOTEL FEE, 324.80; MARTIN EQUIPMENT INC 8, 2737# - BELT, PULLEY, 75.87; MARTIN EQUIPMENT INC 8, KEYS FOR #4441 AND #4478 TAX CHARGED BUT REMOVED O, 9.91; MARTIN EQUIPMENT INC 8, REFUND ON KEYS DUE TO TAX CHARGED, (9.91); MARTIN EQUIPMENT INC 8, SEDIMENT BOWL AND SEAL KIT FOR #4462, 117.49; MARTIN EQUIPMENT OF, 3456# - CIR BREAKER, WINDOWPANE - 6/8/2026, 340.37; MARTIN EQUIPMENT OF, 3456# - HINGE, DOOR - 6/3/2026, 4,266.27; MARTIN EQUIPMENT OF, 3456# - HOSE, ELBW FITTING, HOSE FITTING - 6/8/202, 85.66; MARTIN EQUIPMENT OF, 3467# - PRESSURE S, RUBBER TRACK - 6/1/2026, 2,808.43; MARTIN EQUIPMENT OF, GARAGE - STOCK COOLANT - 5/27/2026, 261.84; MARTIN EQUIPMENT OF, UNIT #3213 - OIL - 5/7/2026, 3,247.83; MARTIN EQUIPMENT OF, UNIT #3227 - AIR FILTER - 5/29/2026, 31.33; MARTIN EQUIPMENT OF, UNIT #3255 - BOLT,NUT,WSHR,PLATE - 5/20/2026, 883.50; MARTIN EQUIPMENT OF, UNIT #3255 - SEAL,O-RING - 4/24/2026, 85.97; MARTIN EQUIPMENT OF, UNIT #33209 - FILLER CAP, TANK - 5/22/2026, 220.70; MARTIN EQUIPMENT OF, UNIT #3453 - FILTER ELEMENT - 5/14/2026, 118.77; MARTIN EQUIPMENT OF, UNIT #3453 - SEAL KIT, PISTON - 5/13/2026, 4,483.04; MARTIN EQUIPMENT OF, UNIT #3456 -

RADIATOR/AFTERCOOLER- 5/6/2026, 3,674.79; MARTIN EQUIPMENT OF, UNIT #3456 - SCREWS - 05/29/2026, 12.48; MARTIN EQUIPMENT OF, UNIT #3456 - SCRW,NUT,SPRCKT,GUARD - 5/21/2026, 3,927.48; MARTIN EQUIPMENT OF, UNIT #3456 - SWITCH - 5/22/2026, 86.64; MARTIN EQUIPMENT OF, UNIT #3456 - VARIOUS PARTS - 5/13/2026, 505.94; MARTIN EQUIPMENT OF, UNIT #3456 - WARRANTY DEDICTIBLE - 5/22/2026, 200.00; MARTIN EQUIPMENT OF, UNIT#3255 - O-RINGS, GASKETS - 5/11/2026, 42.89; MARTIN EQUIPMENT OF, UNIT#3255 - SPIDER - 4/30/2026, 511.76; MARTIN EQUIPMENT OF, UNIT#3255 - THERMOSTAT & MISC PARTS - 5/7/2026, 547.56; MARTIN EQUIPMENT OF, UNIT#3255 Washers and Bushing 4/16/26, 735.56; MARTIN EQUIPMENT OF, UNIT#3452 - POLY WAFER/COV - 5/19/2026, 1,502.50; MARTIN EQUIPMENT OF, UNIT#3453 - CASTING, CARRIER ROLLER - 5/8/2026, 799.15; MARTIN EQUIPMENT OF, UNIT#3453 - CLAMP, BRACKET - 4/27/2026, 571.72; MARTIN EQUIPMENT OF, UNIT#3453 - FAN - 4/27/2026, 781.49; MARTIN EQUIPMENT OF, UNIT#3453 - HOSE/PARTS - 5/5/2026, 293.56; MARTIN EQUIPMENT OF, UNIT#3453 - HYDRLC CYLNDR PARTS - 4/27/2026, 2,024.07; MARTIN EQUIPMENT OF, UNIT#3455 - GUARD - 5/8/2026, 2,387.81; MARTIN EQUIPMENT OF, UNIT#3455 - WIRING HARNESS - 4/20/2026, 82.15; MARTIN EQUIPMENT OF, UNIT#3456 - CLAMP, PIN, GUARD - 4/28/2026, 719.65; MARTIN EQUIPMENT OF, UNIT#3456 - GUARD - 5/6/2026, 402.32; MARTIN EQUIPMENT OF, UNIT#3456 - HOSE/PARTS - 4/30/2026, 111.44; MARTIN EQUIPMENT OF, UNIT#3456 - O-RINGS,HOSE,FITTINGS - 5/8/2026, 188.85; MARTIN EQUIPMENT OF, UNIT#3456 - SERVICE - DELIVERY FEES - 5/5/2026, 142.66; MARTIN EQUIPMENT OF, UNIT#3467 - BREATHER/VENT, FILTER - 4/27/2026, 128.44; MATHEWSON PRINTING L, Department Decals 2x2, 28.00; MATHEWSON PRINTING L, Notary Stamp, 28.60; MATT RELLIHAN CONSTRUCTION, Refund for Permit BPR26-000230, 360.00; MATT VASKE, 316 KAUFMANN RL REIMBURSEMENT FOR PROPERTY SALE, 50.00; Matthew Dressler, 1730 Keyway - Construction - OAHMP '24, 4,950.00; Matthew Dressler, 2155 Carter Rd - Dressler Construction LLC - HHP'2, 8,800.00; Matthew Dressler, 2155 Carter Rd -Dressler Construction LLC - HHP'24, 205.90; MATTHEW THOMAS JENAT, Police Wellness Conference, 2,250.00; Mauldin & Jenkins LL, FYE 2025 AUDIT, 84,000.00; MAV RESTORATIONS LLC, 1345 Glen Oak St. - Construction - LHH'21, 11,400.00; MAV RESTORATIONS LLC, 1377 N Booth Construction - LHH21, 425.00; MAV RESTORATIONS LLC, 1660 Iowa St - Construction - LHH'21, 6,200.00; MAV RESTORATIONS LLC, 1660 Iowa St - Construction - LHH'21(HH), 1,800.00; MAV RESTORATIONS LLC, 2226 Washington St - Construction - LHH'21, 4,200.00; MAV RESTORATIONS LLC, 412 W Locust Remaining Work LHH21, 250.00; MAV RESTORATIONS LLC, 653 Wilson - Construction - LHH'21, 5,100.00; MAV RESTORATIONS LLC, 752 University - Construction - LHH'21, 1,600.00; MAV RESTORATIONS LLC, 752 University Change Order, 2,500.00; MAVERIK #5393 , GAS PURCHASED FOR NAHRO TRIP, 27.59; MCDERMOTT EXCAVATING, 2024 SRF Green Alley Project - replace PO #2260184, 122,866.30; MCDERMOTT EXCAVATING, EMERGENCY WATERLINE REPAIRS AT MURPHY PARK, 2,059.31; MCDERMOTT EXCAVATING, RADFORD RD WATER MAIN CREEK CROSSING IMP. PROJECT, 17,246.77; MCDERMOTT EXCAVATING, Windsor Street Light, 4,500.00; MCGRATH AUTOMOTIVE G, UNIT #2614 - SENSOR KIT - 5/1/2026, 511.17; MCGRATH AUTOMOTIVE G, UNIT #43007 - SERVICE - 04282026, 503.22; MCMASTER-CARR, allen socket and fuses for in shop, 70.89; MCMASTER-CARR, fittings for cleaning the digester, 400.23; MCMASTER-CARR, grease fitting for the plant, 45.25; MCMASTER-CARR, hinges for wash presses in building, 164.55; MCMASTER-CARR, pressure gauge for oxygen train.,

569.22; MCMASTER-CARR, Roto meter for grit washer #2 in building 10, 597.63; MCMASTER-CARR, USB drives for transffering files, 50.92; MDC*MAQUOKETA VALLEY ELEC , Monthly Electricity, 1,283.65; MEDIACOM, FY26 INTERNET FOR POD MARINA, 236.90; MEDIACOM, INTERNET FOR TREE CREW-FY26, 473.80; MEDIACOM, POD MARINA INTERNET, 256.90; MEDICAL ASSOCIATES, AMBULANCE REFUND, 517.81; MEDICAL ASSOCIATES, May 2026 Wellness checks, 1,800.00; MEDICAL ASSOCIATES, New Officer Physical, 1,224.27; MEDICAL ASSOCIATES, Physicals for New Fire Employees, 56.00; MEDICAL ASSOCIATES, pre-employ screening, phys, vaccine, drug/alcohol, 3,823.00; MEDICAL ASSOCIATES, Random drug and alcohol tests - May 2026, 3,731.00; MEDICAL ASSOCIATES, Stress Test for New Officers, 746.00; MEDICAL ASSOCIATES, Wellness Checks Apr26, 1,800.00; MEDICAL PRIORITY CONSU, Jodi Cowan EPD, 440.00; MEDICAL PRIORITY CONSU, Keeley Zamora & Kelsey Butler online class for EPD, 880.00; MEDICAL PRIORITY CONSU, Kelsey Butler EFD, 440.00; MEDICALESHO , Blankets for patrol vehicles, 144.89; MEDLINE INDUSTRIES,, TIF Spring 2026/FY26, 180,790.15; Megan Marie Grant , AFTERSCHOOL SPORTS-TRACK, 360.00; MENARDS LUMBER CO, Academy supplies for door props, 70.85; MENARDS LUMBER CO, Adhesive and Sashcord, 19.40; MENARDS LUMBER CO, Adult Athletics & McAleece Concessions, 151.30; MENARDS LUMBER CO, AED Cabinet install, 35.85; MENARDS LUMBER CO, ALUMINUM BLADES AND SUPPLIES FOR BERGFELD CHIMNEY, 59.90; MENARDS LUMBER CO, AUGER FOR FLORA POOL RESTROOM, 9.59; MENARDS LUMBER CO, BAIT FOR SHOP AREA, 11.49; MENARDS LUMBER CO, Battery Backup, 24.97; MENARDS LUMBER CO, Bit and Adhesive, 24.87; MENARDS LUMBER CO, BIT SET FOR CLEANING VAN, 26.02; MENARDS LUMBER CO, BRACES, DRILL BITS, SCREWS FOR MILLER RIVERVIEW CA, 18.95; MENARDS LUMBER CO, BUCKET AND SOAP FOR CLEANING DRAIN AT FLORA POOL, 11.96; MENARDS LUMBER CO, BUCKET AND WRINGER FOR VETWS MEMORIAL CLEAN UP, 64.99; MENARDS LUMBER CO, building hand cart, 139.99; MENARDS LUMBER CO, CABINET HARDWARE FOR STORAGE CABINET, 5.99; MENARDS LUMBER CO, CHAIN LINK DUST MASKS FOR VETS, 86.56; MENARDS LUMBER CO, CIRCUIT BREAKER FOR AED POLE AT JACKSON PARK, 7.71; MENARDS LUMBER CO, CLEANING SUPPLIES FOR VETS EQUIPMENT-SPONGE, BUCKE, 16.17; MENARDS LUMBER CO, Cleaning supplies/cart/peat moss/oil dry, 2,023.89; MENARDS LUMBER CO, CONCRETE MIX FOR EPP, 9.99; MENARDS LUMBER CO, CONCRETE PATCH MIX, SAND FOR EPP SHOP REPAIRS, 93.51; MENARDS LUMBER CO, CONDUIT FOR BUS BARN FLAG POLE, 12.62; MENARDS LUMBER CO, CREDIT FOR TAX CHARGED ON MARCH STATEMENT FOR MENA, (21.28); MENARDS LUMBER CO, Curtains for Terminal, 119.92; MENARDS LUMBER CO, custodial supplies, 89.28; MENARDS LUMBER CO, DISINFECTANT FOR SHOP, 21.96; MENARDS LUMBER CO, DOWNSPOUT ADAPTERS, GUTTER CLIPS, & HARDWARE-REMOV, 232.76; MENARDS LUMBER CO, DRAIN WEASEL, TOOL ADAPTER, PLUG CLEAN OUT-WATER R, 62.32; MENARDS LUMBER CO, DRAIN, STRAPS, ELBOW PIPING, LP TANK EXCHANGE, 81.61; MENARDS LUMBER CO, DRILL BITS, ANCHORS, CINCH CLAMPS FOR SHOP/COMISKE, 70.43; MENARDS LUMBER CO, DROP CLOTH FOR PAINTING PROJECT AT TREE CREW BUILD, 14.94; MENARDS LUMBER CO, Drywall, 17.38; MENARDS LUMBER CO, DRYWALL, FLASHING, NAILS, TARPS FOR EPP ROOF REPAI, 197.41; MENARDS LUMBER CO, EDGING AND UNDERLAY FOR BERGFELD PAVILION ROOF REP, 189.88; MENARDS LUMBER CO, ELECTRICAL HAND TOOLS FOR PLANT USE, 26.37; MENARDS LUMBER CO, EPOXY AND WIRE FOR VETS LIGHTING, 31.18; MENARDS LUMBER CO, EPP TOOLS AND WATER REPAIR PARTS FOR EPP, 124.42; MENARDS LUMBER CO, EXPANSION TANK AND MISC PLUMBING SUPPLIES MURPHY P, 59.65; MENARDS LUMBER CO, EXPANSION TANK,

PLUMB SUPPLIES-MURPHY SHOP WATER, 342.91; MENARDS LUMBER CO, FACIA FOR BERGFELD PAVILI0ON ROOF PROJECT, 203.70; MENARDS LUMBER CO, FAN,ELECTRICAL SUPPLIES-MCALEECE TAPE,WIRE, FOR SH, 373.09; MENARDS LUMBER CO, FAUCETS MENS RESTROOM-BUNKER-HARDWARE FOR FLORA WA, 122.26; MENARDS LUMBER CO, FBO Wheel Chocks, 298.75; MENARDS LUMBER CO, fed bldg supplies, 32.30; MENARDS LUMBER CO, field supplies, 46.92; MENARDS LUMBER CO, Five Flags - plastic seat, concrete crackfill, lig, 63.96; MENARDS LUMBER CO, Five Flags Ramp-utility blades, corner brace, eye, 56.63; MENARDS LUMBER CO, FLOOR SCRUBBER FOR RESTROOM CLEANING, 9.99; MENARDS LUMBER CO, FLOOR SQUEEGEE AND MISC HARDWARE FOR EPP WATER LIN, 104.25; MENARDS LUMBER CO, Flooring material for workshop, 268.29; MENARDS LUMBER CO, GARBAGE CANS & MISC HARDWARE ELECTRICAL SUPPLIES F, 217.97; MENARDS LUMBER CO, GARBAGE CANS FOR DISC GOLF COURSE, 55.98; MENARDS LUMBER CO, Garbage Disposal for Chavenelle Location, 69.00; MENARDS LUMBER CO, GLOVES AND TORCH FOR VEHICLE 4909, 264.84; MENARDS LUMBER CO, GLOVES FOR STAFF, 38.95; MENARDS LUMBER CO, GLUE, SYRINGE FOR VETS LIGHTS REPAIRS, 12.07; MENARDS LUMBER CO, Green Corps weatherization materials, 172.42; MENARDS LUMBER CO, HAMMER FOR #4463, CIRCUIT BREAKER FLORA TENNIS CT,, 117.94; MENARDS LUMBER CO, HAMMER TACKER, STAPLES, SHINGLE REMOVER FOR BERGFE, 132.91; MENARDS LUMBER CO, HANDLE FOR FAUCET REPAIRS AT BEE BRACNH SHOP, 79.00; MENARDS LUMBER CO, HANDLE FOR WATER SHUT OFF, 5.39; MENARDS LUMBER CO, HARDWARE FOR AED PROJECT IN PARKS, 3.50; MENARDS LUMBER CO, hookups for portable AC, 101.91; MENARDS LUMBER CO, Hose and Materials for Building, 71.93; MENARDS LUMBER CO, Hose clamp, hose barb, vinyl tubing - Port Ramp, 18.97; MENARDS LUMBER CO, HOSE REPAIR KIT, CAR WASH, LP TANK EXCHANGE, BLEAC, 153.99; MENARDS LUMBER CO, HOSES FOR SAMPLE PUMPS, 93.46; MENARDS LUMBER CO, HQ- shelves and brackets for office closet remodel, 130.41; MENARDS LUMBER CO, HQ- shelving for storage, 567.93; MENARDS LUMBER CO, Ladder and Paint, 82.98; MENARDS LUMBER CO, LANDSCAPE FABRIC FOR AY MCDONALD PARK, 74.14; MENARDS LUMBER CO, LF Gas Grill, 19.92; MENARDS LUMBER CO, Light Bulbs, 84.99; MENARDS LUMBER CO, Locust Ramp-battery, blade, tool, 46.05; MENARDS LUMBER CO, LUMBER FOR BUNKER HILL UPSTAIRS FLOOR REPAIRS, 62.94; MENARDS LUMBER CO, LUMBER AND MISC HARDWARE FOR BACKSTOP FENCE REPAIR, 6.85; MENARDS LUMBER CO, LUMBER FORMS FOR MILLER RIVERVIEW CAMPGROUNDS GRIL, 22.56; MENARDS LUMBER CO, LUMBER, ANCHORS, PVC FOR MILLER RIVERVIEW CAMPGROU, 65.16; MENARDS LUMBER CO, LUMBER, MISC HARDWARE FOR BACKSTOP REPAIRS AT MIRA, 30.46; MENARDS LUMBER CO, LUMBER, TARP STRAPS, DRIVE BITS, PENLIGHT FOR BERG, 475.35; MENARDS LUMBER CO, Marketing Materials for Outreach Events, 59.99; MENARDS LUMBER CO, MARKING PAINT,AND HITCH PIN FOR TREE CREW, 81.98; MENARDS LUMBER CO, MATERIAL TO REPAIR SAMPLE PORT PLUMBING, 75.97; MENARDS LUMBER CO, MATERIAL TO SUPPLY DRY AIR TO SLAKER, 32.46; MENARDS LUMBER CO, MISC ELECTRICAL FOR EPP AND ALGAE FOR MARSHALL PON, 65.33; MENARDS LUMBER CO, MISC HARDWARE FOR AED IN PARKS PROJECT, 37.59; MENARDS LUMBER CO, MISC HARDWARE FOR AEDS -INSTALL CONDUIT PARTS, 64.90; MENARDS LUMBER CO, MISC HARDWARE FOR BOILER WORK AT BUNKER, 69.29; MENARDS LUMBER CO, MISC HARDWARE FOR CAMPGROUND AND MCALEECE REPAIRS, 164.10; MENARDS LUMBER CO, MISC HARDWARE FOR CAMPGROUND, VALENTINE, BERGFELD, 59.79; MENARDS LUMBER CO, MISC HARDWARE FOR EPP REPAIRS, AND CAUTION TAPE, 78.35; MENARDS LUMBER CO, MISC HARDWARE FOR SHOP TEMP WATERLINE, 49.16; MENARDS LUMBER CO,

MISC HARDWARE/PLUMBING SUPPLIES FOR VALENTINE TOIL, 88.91; MENARDS LUMBER CO, MISC HARDWARE-MURPHY PARK SHOP WATER, 30.47; MENARDS LUMBER CO, MISC SUPPLIES -EYE WASH PARTS, 49.79; MENARDS LUMBER CO, MISC SUPPLIES FOR EPP PAVILION TRI STATE PAVILION, 94.10; MENARDS LUMBER CO, MISCELLANEOUS TOOLS/ITEMS FOR WATER TREATMENT PLAN, 45.64; MENARDS LUMBER CO, MLOD Concession, 1,567.68; MENARDS LUMBER CO, Mud, insulation, sponge, 65.01; MENARDS LUMBER CO, Mud,Screws, 19.48; MENARDS LUMBER CO, MULCH FOR FALK PARK, 11.05; MENARDS LUMBER CO, MULCH FOR TREES, 154.70; MENARDS LUMBER CO, MURIATIC ACID FOR CLEANING UV GLASS, 8.99; MENARDS LUMBER CO, NAILS FOR BERGFELD FACIA, 10.49; MENARDS LUMBER CO, NEW BALL VALVE FOR KIDDIE POOL FILTER AT FLORA, 10.74; MENARDS LUMBER CO, NEW FACUETS FOR WOMANS RR AT POOLS-PLIERS FOR #444, 64.52; MENARDS LUMBER CO, NITRILE GLOVES FOR STAFF, 35.97; MENARDS LUMBER CO, Nozzle, 22.22; MENARDS LUMBER CO, PAIL, CONCRETE MIX, TROWEL FOR VALENTINE RESTROOM, 66.49; MENARDS LUMBER CO, PAINT BRUSHES, PUTTY KNIFE, AND CAULK FOR BERGFELD, 43.24; MENARDS LUMBER CO, painting supplies, 48.43; MENARDS LUMBER CO, PANELING TO SEAL AIR DUCT-BUNKER WATER LEAK-MATTS, 18.99; MENARDS LUMBER CO, Parts for Fixing Irrigation at POD, 34.96; MENARDS LUMBER CO, PHOTOCELLS FOR BERGFELD LIGHTING, 9.99; MENARDS LUMBER CO, PIPE GLUE FOR BUNKER PLANTER PROJECT, 7.82; MENARDS LUMBER CO, PLANTING TROWEL, TOWELS FOR SHOP, KNEELING PAD AND, 91.22; MENARDS LUMBER CO, PLUMBING SUPPLIES, 46.25; MENARDS LUMBER CO, plumbing supplies fed bldg, 20.40; MENARDS LUMBER CO, PLUMBING SUPPLIES FOR EY WASH STATION AND COOLERS, 251.83; MENARDS LUMBER CO, pod ramp - flex coupling, 25.47; MENARDS LUMBER CO, POST FOR BRANCHING OUT DBQ TREE S, 311.35; MENARDS LUMBER CO, PRIMER AND PAINT FOR TREE CREW SHOP, 139.68; MENARDS LUMBER CO, PRIMER AND ROSIN PAPER FOR TREE CREW SHOP, 283.96; MENARDS LUMBER CO, PRIMER, CARB CLEANER AND STEEL WOOL -TREE CREW, 255.44; MENARDS LUMBER CO, PRIMER, CEMENT FOR #4463 AND CONDUIT FOR AED INSTA, 38.47; MENARDS LUMBER CO, PUTTY, BRUSH, CONTAINER FOR SUTTON POOL PAINTING S, 40.32; MENARDS LUMBER CO, PVC CAP FOR FLORA POOL REPAIRS, 1.39; MENARDS LUMBER CO, PVC CAP FOR MCALEECE IRRIGATION, 4.33; MENARDS LUMBER CO, RATCHET STRAPS AND TIRE GAUGE FOR MOWER CREW, 28.97; MENARDS LUMBER CO, RATCHET STRAPS, AND VEHICLE CLEANER FOR MOWER CREW, 37.85; MENARDS LUMBER CO, Refund for Terminal Curtains, (119.92); MENARDS LUMBER CO, remodel prep supplies, 37.83; MENARDS LUMBER CO, replacement casters, 39.45; MENARDS LUMBER CO, Return refrigerator, (629.00); MENARDS LUMBER CO, RETURNED EXTRA GALLON OF PAINT-DIDN'T NEED-VALENTI, (19.98); MENARDS LUMBER CO, RETURNED LUMBER FOR BERGFELD POND GAZEBO REPAIRS, (226.63); MENARDS LUMBER CO, return-light bulb, (7.99); MENARDS LUMBER CO, Rifle team equipment, 39.21; MENARDS LUMBER CO, Rodent Guard for drain tile of clubhouse, 13.98; MENARDS LUMBER CO, ROOF EDGING FOR EPP PAVILION, 9.33; MENARDS LUMBER CO, Scene caution tape, 79.92; MENARDS LUMBER CO, screen repairs for engine house, 193.56; MENARDS LUMBER CO, SCREWS FOR SUTTON POOL REPAIRS, 20.98; MENARDS LUMBER CO, SCREWS, SPRAY PAINT AND BRUSHES FOR SUTTON POOL RE, 43.09; MENARDS LUMBER CO, SEALANT, NUT DRIVER, SAW BLADE, BIT HOLDER, 74.25; MENARDS LUMBER CO, SHACKLE AND BOLTS FOR VETS REPAIRS, 6.08; MENARDS LUMBER CO, shelf for office, 9.40; MENARDS LUMBER CO, shelfs for office, 43.27; MENARDS LUMBER CO, Shop - pistol grip blow gun, 4.99; MENARDS LUMBER CO, SIDE BOARDS FOR DUMP TRUCK, 17.84; MENARDS LUMBER CO, SNOW FENCE FOR PICKLE BALL

COURTS-TEMP FENCING, 98.97; MENARDS LUMBER CO, SOAKER HOSE AND SHUT OFF FOR BRANCHING OUT DBQ, 113.12; MENARDS LUMBER CO, SPRAY PAINT FOR HOCKEY NETS AT ALISON HENDERSON, 50.88; MENARDS LUMBER CO, SQUEEGEE FOR FLOOR RESTROOM CLEANING, 16.98; MENARDS LUMBER CO, SRE Broken Pipe, 19.64; MENARDS LUMBER CO, ST 2 - grass seed; laundry detergent, 75.91; MENARDS LUMBER CO, ST2 - case for sawzall blades, 15.98; MENARDS LUMBER CO, ST2- Hand soap, thermometer, weed killer, 37.90; MENARDS LUMBER CO, ST3 - Detergent, soap, hook up for W/D, 140.26; MENARDS LUMBER CO, ST4 - Station cleaning supplies/kitchen utensils, 154.24; MENARDS LUMBER CO, ST4-kitchen utensils; pans; smoke and CO Alarm, 265.62; MENARDS LUMBER CO, ST5 - air conditioner for kitchen replaced, 299.99; MENARDS LUMBER CO, ST5- scouring pads, cleaning sponges, kitchen brus, 5.51; MENARDS LUMBER CO, ST6 - Window AC/Coil Cleaner/angle broom, 707.88; MENARDS LUMBER CO, STACKER BOX FOR MECHANIC SHOP, 5.99; MENARDS LUMBER CO, STAIN FOR DECK ON TRAILER, 54.06; MENARDS LUMBER CO, STAIN SEALER FOR & PAINT TRAY MOWER TRAILER, 72.70; MENARDS LUMBER CO, Stapler and Staples, 50.53; MENARDS LUMBER CO, STAPLES, CHALK LINE AND CAULK/SEALANT FOR BERGFELD, 43.53; MENARDS LUMBER CO, STAPLES, UNDERLAYMENT FOR EPP TRI-STATE VIEW PAVIL, 306.89; MENARDS LUMBER CO, STORAGE CONTAINERS FOR HARDWARE FOR POOLS, 6.98; MENARDS LUMBER CO, STORAGE TOTE FOR RESPIRATORS, 18.48; MENARDS LUMBER CO, SUCTION PIPE FOR NORTH PLANT AERATOR, 69.98; MENARDS LUMBER CO, supplies for bldg demo, 21.97; MENARDS LUMBER CO, Supplies for Chocks, 152.48; MENARDS LUMBER CO, Supplies for concrete crew, 19.15; MENARDS LUMBER CO, Supplies label maker, 12.58; MENARDS LUMBER CO, TAPE MEASURE AND HANDLE FOR #4459, 21.58; MENARDS LUMBER CO, thread lock compound, 29.09; MENARDS LUMBER CO, Tiedown and Padlock, 54.96; MENARDS LUMBER CO, TOILET REPAIR PARTS FOR SUTTON RESTROOM, 12.80; MENARDS LUMBER CO, tools, 97.84; MENARDS LUMBER CO, TOOLS FOR CLEANING VAN-PLIERS, BLADES, LEVEL, TAPE, 83.85; MENARDS LUMBER CO, tools for field work, 69.99; MENARDS LUMBER CO, TOOLS-SNIPS AND STEEL HAMMER-TRCK #4463, 53.76; MENARDS LUMBER CO, traffic signal parts, 48.66; MENARDS LUMBER CO, traffic supplies, 109.72; MENARDS LUMBER CO, TRIM, SILICONE CAULK AND PAINT FOR VALENTINE PARK, 38.84; MENARDS LUMBER CO, trimmer string velcro 6/11/2026, 18.22; MENARDS LUMBER CO, Truck 460001 - Pry Bar set/2x10 green board, 40.39; MENARDS LUMBER CO, TUBE CUTTER FOR TRUCK#4463, 10.99; MENARDS LUMBER CO, tv bracket for operator room, 69.99; MENARDS LUMBER CO, UNIT #130010 - HOOKS, 27.14; MENARDS LUMBER CO, Valves and Adaptors, 23.22; MENARDS LUMBER CO, wall repair materials, 75.56; MENARDS LUMBER CO, WATER FILTERS FOR WTP LABORATORY, 11.98; MENARDS LUMBER CO, WATER REGULATOR AND MISC HARDWARE FOR LOG CABIN RE, 220.73; MENARDS LUMBER CO, WAX RING AND BOLTS FOR FLORA POOL RESTROOMS, 9.57; MENARDS LUMBER CO, Youth Sports, 226.83; MENARDS LUMBER CO, ZUCCHINI, CUCUMBERS AND GARAGE DOOR REMOTE, 42.98; MERCY MEDICAL CENTER, EMS Pharmacy Fees, 600.00; MESKWAKI TRAVEL PLAZA , gas for travel, 61.93; MET X LLC, TIF Spring 2026/FY26, 89,796.06; METER EMS CA/ PARKMOBILE , Parking for Cedar Rapids Fed court, 4.25; METRO AIRPORT AUTHORITY , Parking fee at airport, 162.00; Michael Gallucci, AFTERSCHOOL SPORTS-TRACK, 300.00; MICHAEL J DURNIN, Training on 4-30-2026, 400.00; MICHAEL J SULLIVAN, SOFTBALL SCOREKEEPER AND OFFICIALS, 800.00; MICHAEL SIVILL, 305 JONES RENTAL LICENSE OVERPAYMENT, 132.50; MICHAEL W WEIKERT JR, LF-Recycling Services, 1,692.00; MICHAELS STORES 3720 , Bags for

Master Plan delivery, 19.92; MICHAELS STORES 3720 , Supplies, 15.49; MICROSOFT CORPORATIO, Azure cloud backups G150901372, 74.09; MICROSOFT CORPORATIO, Defender for 365 P2-90 seats E0500Z79RU, 180.00; MICROSOFT CORPORATIO, Defender for 365-90 seats E0500ZG0GK, 180.00; MICROSOFT CORPORATIO, Defender P2 for 365-90 seats E0500ZOMEC, 180.00; MICROSOFT CORPORATIO, Entra P2 licenses-90 seats, 324.00; MICROSOFT CORPORATIO, Microsoft Azure P2 license, 90 seats E0500Z765E, 324.00; MICROSOFT CORPORATIO, Prorated credit G165562274, (11.97); MICROSOFT CORPORATIO, Two months of Azure P2 -- 90 seats, 602.64; MICS CONSTRUCTION, 1389 W 3rd St - Construction - LHH'21, 700.00; MID AMERICAN SIGNAL, Opticom emitters, detectors and components, 10,155.00; MID AMERICAN SIGNAL, Traffic Signal Components, 669.72; MIDAS AUTO SYSTEMS EXPERT , Escrow Disbursement for Auto Repair, 2,181.18; MIDLAND SCIENTIFIC I, autoclave tape to indicate sterilization, 89.06; MIDLAND SCIENTIFIC I, Chiller unit for new ammonia distillation unit, 2,100.46; MIDLAND SCIENTIFIC I, filter paper for tss testing, 809.42; MIDLAND SCIENTIFIC I, for extra cod method testing revised by strand, 170.23; MIDLAND SCIENTIFIC I, hauled waste sampling bottles, 210.41; MIDLAND SCIENTIFIC I, sulfuric acid for lab cleaning and nitrate testing, 1,911.95; MIDWEST CHEMICAL & E, Polymer Trial - additional tote for trial, 3,875.17; MIDWEST CONCRETE INC, 2026 PW Asphalt Overlay Ramp Pro 2, 66,369.58; MIDWEST CONCRETE INC, 2026 PW Asphalt Overlay Ramp Pro 3, 186,700.51; MIDWEST CONCRETE INC, 2026 PW Asphalt Overlay Ramp Pro 4, 152,301.83; MIDWEST CONCRETE INC, CONCRETE FOR EMERGENCY WM BREAK REPAIR, 3,600.00; MIDWEST CONCRETE INC, Loras at Bluff Pavement and Intake Top Replacement, 92,512.37; MIDWEST CONCRETE INC, PCC/Sidewalk Trail: Chaplain Schmitt Trail Connect, 19,740.85; MIDWEST CONCRETE INC, Pennslyvania Ave Concrete Panel Replacement, 18,714.00; Midwest Injection, WRRC Centrate Tank Mixing, 2,896.00;

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 634.48

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

Midwest Laboratories, FY2026Q3 Compost Testing, 518.68; MIDWEST PATCH/HI-VIZ, Street- Sign Shop Supplies 04/24/26, 85.00; MIDWEST TAPE LLC, Adult DVDs, BluRays, CDs for Collection, 4,878.98; MIDWEST TAPE LLC, Downloadable materials Hoopla, 16,075.49; Midwest Well Service, Flexsteel Site East Pump Pull and Inspect, 4,623.00; Midwest Well Service, Flexsteel West Pump Pull and Inspect, 4,623.00; MIDWESTONE BANK, July 2026 Admin Fee, 3,318.22; MIDWESTONE BANK, July 2026 HAP, 652,658.00; MIDWESTONE BANK, June 2026 Admin Fee, 3,318.22; MIDWESTONE BANK, June 2026 HAP, 672,447.00; MIDWESTONE BANK, May 2026 Admin Fee, 3,259.35; MIDWESTONE BANK, May 2026 HAP, 655,745.00; MIKE FINNIN FORD LLC, 2619# - SERVICE - 5/19/2026, 8,188.32; MIKE FINNIN FORD LLC, GARAGE - STOCK - 4/30/2026, 374.21; MIKE FINNIN FORD LLC, GARAGE - STOCK - 5/16/2026, 393.66; MIKE FINNIN FORD LLC, GARAGE - STOCK - 5/29/2026, 571.44; MIKE FINNIN FORD LLC, UNIT #0904 - CONTROL - 5/2/2026, 98.50; MIKE FINNIN FORD LLC, UNIT #0904 - HANDLE - 5/5/2026, 167.74; MIKE FINNIN FORD LLC, UNIT #130010 - WHEEL/RIM - 05/19/2026, 589.27; MIKE FINNIN FORD LLC, UNIT #170003 - KEYCUT - 3/5/2026, 15.00; MIKE FINNIN FORD LLC, UNIT #170003 - SERVICE - KEY PROGRAM - 3/11/2026, 100.80; MIKE FINNIN FORD LLC, UNIT #1712 - CYLINDER COVER - 4/22/2026, 137.36; MIKE FINNIN FORD LLC, UNIT #3450 - SERVICE - 5/7/2026, 5,495.21; MILLER COMPANIES LLC, 210 TIF underpayment, 9,508.75; MILLER COMPANIES LLC, TIF Spring 2026/FY26 210 Jones, 19,343.32; MILTON SCHWARTZ, 1486 MAPLE OWNER OCCUPIED REIMBURSEMENT, 90.00; MINNESOTA CONTINUING, 2026 Upper Midwest Employment Law Institute Regist, 795.00; Miovision Technologi, Miovision Central Mgmt Software, 3,240.00; MIRACLE CAR WASH COR, CAR WASH FOR 2112, 21.49; MIRACLE CAR WASH COR, Car Wash for City Vehicle 61001, 21.49; MIRACLE CAR WASH COR, FY26 Police Vehicle Car Washes, 228.90; MIRACLE CAR WASH COR, PARK PATROL TRUCKS WASHED, 42.98; MIRACLE EXPRESS INC, CAR WASH FOR 2112, 21.49; MIRACLE EXPRESS INC, car wash truck 3909, 22.90; MIRACLE EXPRESS INC, FY26 Police Vehicle Car Washes-Express, 22.02; MIRACLE EXPRESS INC, truck wash 3909, 11.45; MISCELLANEOUS, Damage Claim, 50.00; MISCELLANEOUS, Insurance Settlement Claim #1951460, 3,418.19; MISCELLANEOUS, Refund - Landfill Account Per KMiller, 94.63; MISCELLANEOUS, Toure, Lafiyatou Farmers Market License Refund, 150.00; Mispagel, Brady M., UB 15006 1185 WALNUT, 77.20; MI-T-M EQUIP SALES & SERV , LF Shop Supplies, 236.50; MI-T-M EQUIP SALES & SERV , Repair part for air compressor to the gas well fie, 1,422.75; MI-T-M EQUIP SALES & SERV , Service Gas well compressor, 185.50; MI-T-M EQUIP SALES & SERV , Starter Rope and Grip for chain saw, 9.39; MMC MECHANICAL CONTR, HDQ-New Circulation Line to Showers @ HDQ, 4,450.00; MOBOTREX INC, Blade Controllers for Traffic Signals, 93,750.00; MOBOTREX INC, Rapid Flashing Beacons Washington Jr High, 15,972.00; MOBOTREX INC, Traffic Control Cabinet components, 13,636.00; MOBOTREX INC, Traffic Signal Components, 17,438.00; MODERN PIPING INC, boiler repair, 485.50; MODUS ENGINEERING, L, EAGLE POINT WTP BOILER REPLACEMENT PROJECT, 1,796.00; MOLINA HEALTHCARE OF IOWA, AMBULANCE REFUND, 2,341.41; Molly Menster, Personal Leadership Workshop on 5/9/2026, 750.00; MOLO OIL COMPANY, COD EXTERNAL FUEL - WEX CARDS - 3/24/26-4/23/26, 2,059.40; MOLO OIL COMPANY, COD EXTERNAL FUEL - WEX CARDS -4/24/2026-5/23/26, 4,643.58; Morris Newspaper Co, Advertising, 367.62; Morris

Newspaper Co, Printed Ad in Exploring the Tri-States, 650.00; MORRISON BROTHERS CO, Franchise Fee FY26, 14,200.88; MORRISON BROTHERS CO, LF- Stake Puller tool 05/22/26, 74.11; MORRISON BROTHERS CO, Sewer- Manhole component pieces 05/22/26, 554.20; MORRISON BROTHERS CO, UNIT #3467 - ALUMINUM - 4/29/2026, 30.25; MORRISON BROTHERS CO, UNIT #3467 - PIPE - 4/29/2026, 243.94; MOTION INDUSTRIES IN, bearing for draft tube mixers, 1,061.26; MOTION INDUSTRIES IN, BEARINGS FOR BELT ROLLERS AT SLUDGE PLANT, 436.95; MOTION INDUSTRIES IN, Bearings for draft tube mixers, 2,830.87; MOTION INDUSTRIES IN, Bearings for O2 sample pump, 114.44; MOTION INDUSTRIES IN, BELT ROLLERS FOR SLUDGE PLANT, 977.98; MOTION INDUSTRIES IN, Calibration tool for Co2 Sensors at the WRRC, 5,177.78; MOTION INDUSTRIES IN, filter for pack at flood wall, 139.85; MOTION INDUSTRIES IN, Floodwall-Ice Harbor Repair Parts 05/14/26, 981.50; MOTION INDUSTRIES IN, Gear Box - for digester sludge transfer pump, 3,493.58; MOTION INDUSTRIES IN, Hub for mixer on A train, 199.59; MOTION INDUSTRIES IN, LF Shop Supplies, 146.50; MOTION INDUSTRIES IN, Locknuts and washer for draft tube mixers, 170.53; MOTION INDUSTRIES IN, lower bearing for cedar street pump, 2,812.86; MOTION INDUSTRIES IN, seals for cedar street pump, 402.36; MOTION INDUSTRIES IN, UNIT #2703 - FREIGHT CORRECTION - 4/27/2026, 145.06; MOTION INDUSTRIES IN, UNIT #2703 - Spring Pneumatic Actuator - 4/17/26, 705.16; MOTION INDUSTRIES IN, UNIT #3510 - HUBS,SLEEVE,KIT - 4/23/2026, 761.86; MOTION INDUSTRIES IN, UNIT #3510 - PARTS - 4/20/26, 994.78; MOTION INDUSTRIES IN, upper bearing for cedar street pump, 1,777.76; MPH INDUSTRIES INC, Python 3 FS Remote & Tuning Fork, 2,276.00; MSA PROFESSIONAL SER, EW Corridor Build Grant Application, 9,279.25; MSA PROFESSIONAL SER, GREYHOUND PK RD WATER MAIN LOOP PROJECT, 600.00; MSA PROFESSIONAL SER, MS4 Stormwater Database On-Call GIS Maint/Support, 1,739.25; MSA PROFESSIONAL SER, PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION, 1,882.97; MSASAFETYSALESLLC , Calibration kit for fixed 4-gas monitors-***A requ, 520.45; MSFT * E0500TJ5NB , charge for defender for office P2 E0500TJ5NB, 0.20; MSFT * E0500ZG0GL , Entra ID p2 for 365-90 seats EO500ZG0GL, 324.00; MSN AIRPORT PARKING , Airport Parking, 62.00; MSN AIRPORT PARKING , IMLA Spring 2026 - Airport Parking, 146.00; MSN AIRPORT PARKING , PARKING FEE AT AIRPORT FOR LEAD GRANT TRIP, 76.00; MSPCT - LDG NEW , Hotel for PLA Conference in Minneapolis, 663.51; MTI DISTRIBUTING INC, EQUIPMENT REPAIR PARTS, 69.95; MTI DISTRIBUTING INC, IRRIFATION PARTS FOR MCALEECE, 593.10; MTI DISTRIBUTING INC, IRRIGATION REPAIR PARTS-MCALEECE, 1,186.20; MTI DISTRIBUTING INC, PARTS FOR 4474 MOWER, 796.17; MULGREW OIL COMPANY, FUEL FOR BHGC, 3,012.36; MULGREW OIL COMPANY, GARAGE - FUEL ISLAND (DIESEL TANK #2)- 4/17/2026, 29,847.84; MULGREW OIL COMPANY, GARAGE - FUEL ISLAND (DIESEL TANK 1 OF 2) - 5/18/2, 34,002.36; MULGREW OIL COMPANY, GARAGE - FUEL ISLAND (DIESEL TANK 1 OF 2) - 5/30/2, 28,787.18; MULGREW OIL COMPANY, GARAGE - FUEL ISLAND (DIESEL TANK 2 OF 2) - 5/18/2, 34,007.08; MULGREW OIL COMPANY, GARAGE - FUEL ISLAND (DIESEL TANK 2 OF 2) - 5/30/2, 29,997.98; MULGREW OIL COMPANY, GARAGE - FUEL ISLAND (GASOHOL-87 OCT) - 5/29/2026, 26,949.15; MULGREW OIL COMPANY, GARAGE - FUEL ISLAND REFILL (DIESEL)- 4/17/2026, 29,847.84; MULGREW OIL COMPANY, GARAGE - FUEL ISLAND REFILL (GASOHOL)- 5/1/2026, 31,502.40; MULGREW OIL COMPANY, LF-# 2 PRM DYED WNTR DSL ULS15PPM 05/19/26, 4,352.70; MULGREW OIL COMPANY, LF-# 2 PRM DYED WNTR DSL ULS15PPM 05/21/26, 3,677.68; MULGREW OIL

COMPANY, LF-# 2 PRM DYED WNTR DSL ULS15PPM 05/26/26, 2,607.17; MULGREW OIL COMPANY, LF-# 2 PRM DYED WNTR DSL ULS15PPM 05/28/26, 2,737.53; MULGREW OIL COMPANY, LF-# 2 PRM DYED WNTR DSL ULS15PPM 06/02/26, 4,195.09; MULGREW OIL COMPANY, LF-# 2 PRM DYED WNTR DSL ULS15PPM 06/04/26, 2,078.18; MULGREW OIL COMPANY, LF-# 2 PRM DYED WNTR DSL ULS15PPM 06/09/26, 3,510.70; MULGREW OIL COMPANY, LF-# 2 PRM DYED WNTR DSL ULS15PPM 06/11/26, 2,158.88; MULGREW OIL COMPANY, LF-# 2 PRM DYED WNTR DSL ULS15PPM 06/16/26, 3,164.63; MULGREW OIL COMPANY, LF-# 2 PRM DYED WNTR DSL ULS15PPM 06/18/26, 2,867.59; MULGREW OIL COMPANY, LF-# 2 PRM DYED WNTR DSL ULS15PPM 5/12/26, 4,536.27; MULGREW OIL COMPANY, LF-# 2 PRM DYED WNTR DSL ULS15PPM 5/14/26, 3,780.23; MULGREW OIL COMPANY, UNLEADED AND DIESEL FOR BUNKER, 4,618.18; MULTICULTURAL FAMILY, Teen Resiliency Tour (TRC), 5,000.00; MUNICIPAL COLLECTION, Collection Fees for Utility Billing, 5,011.69; MUNICIPAL PIPE TOOL, 2711# - 8" PIPE, SNGL PT SPIKE - 5/28/2026, 2,119.31; MUNICIPAL PIPE TOOL, 2711# - PIPE - 6/4/2026, 2,209.61; MUNICIPAL PIPE TOOL, MSC- QUES LOCKS 06/04/26, 4,365.93; MUNICIPAL PIPE TOOL, Sanitary Sewer- Grit Catcher, 831.04; MUNICIPAL PIPE TOOL, UNIT #2711 - CABLE - 4/8/2026, 355.25; MUTUAL WHEEL COMPANY, 2615# - ELBOW, CLAMPS, REDUCER - 6/23/2026, 113.03; MUTUAL WHEEL COMPANY, 3204 & STOCK - ZYTEL HBCAPS, 31.94; MUTUAL WHEEL COMPANY, 3401# - D2 GOVERNOR - 6/2/2026, 27.21; MUTUAL WHEEL COMPANY, 3402# - STROBE LIGHTS - 6/2/2026, 80.84; MUTUAL WHEEL COMPANY, Garage- STOCK Fender Kit 4/15/26, 12.08; MUTUAL WHEEL COMPANY, handles for portable generators, 78.76; MUTUAL WHEEL COMPANY, UNIT #2500- Camera 4/16/26, 264.66; MUTUAL WHEEL COMPANY, UNIT #2503- PPI Valve 4/17/26, 27.57; MUTUAL WHEEL COMPANY, UNIT #3202 - LED STROBE - 5/19/26, 196.00; MUTUAL WHEEL COMPANY, UNIT #4915 - MICROPHONE - 5/5/2026, 27.99; MYERS-COX CO, FOOD AND SUPPLIES FOR MARINA, 2,328.01; MYERS-COX CO, FOOD AND SUPPLIES FOR MARINA & SUTTON, 1,031.96; MYERS-COX CO, FOOD AND SUPPLIES-MCALEECE, 3,102.61; MYERS-COX CO, FOOD AND SUPPLIES-POOLS, 463.02; MYERS-COX CO, MISC FOOD AND SUPPLIES, 12,814.64; MYERS-COX CO, MISC FOOD AND SUPPLIES FOR MCALEECE, 2,467.25; MYERS-COX CO, MISC FOOD AND SUPPLIES-BHGC, 130.18; MYERS-COX CO, MISC FOOD AND SUPPLIES-FLORA, 680.56; MYERS-COX CO, MISC FOOD AND SUPPLIES-MCALEECE, 1,811.96; MYERS-COX CO, MISC FOOD AND SUPPLIES-POOLS, 1,670.61; N AMERICA RESCUE PRODUCT, Stop the Bleed Safety Kits, 201.54; NACWA , credit of 25.00 for training/workshop, (25.00); NACWA , training/ workshop, 1,075.00; NAHRO , FAIR HOUSING TRAINING FOR H OHNESORGE, 628.00; NAPA STORE 3136139 , AIR FILTER FOR #4403, 10.91; NAPA STORE 3136139 , CORE DEPOSIT, 47.08; NAPA STORE 3136139 , CORE DEPOSIT #4408, (47.08); NAPA STORE 3136139 , CREDIT DUE TO TAX CHARGED, (201.41); NAPA STORE 3136139 , E BATTERY CHARGER FOR PLANT GENERATORS, 160.00; NAPA STORE 3136139 , Filters, 284.04; NAPA STORE 3136139 , GARAGE - SUGGESTION BOX & WIRE SPOOL RACK FOR SHOP, 104.99; NAPA STORE 3136139 , OIL PRESSURE SENSOR FOR #4418, 38.94; NAPA STORE 3136139 , Oil Seal, 82.79; NAPA STORE 3136139 , Permatex, 7.99; NAPA STORE 3136139 , STARTER FOR #4408, 345.64; NAPC FORUM* THE NATION, Bill Doyle NAPC July 2026 - Historic Preservation, 540.00; NAPC FORUM* THE NATION, NAPC Minneapolis Conf July 2026 Wally W Registrati, 635.00; NAPC FORUM* THE NATION, National Alliance Preservation Comm Conf Chris Hap, 605.00; Natalia Blaskovich, Mediation and ALJ Services - Blaskovich, 925.00; NATIONAL ACADEMIES OF , Lisa Lugrain -

renew of EPD - EFD, 80.00; NATIONAL ACADEMIES OF , 2-26-26 Martin Benda Renew on EFD - EPD, 80.00; NATIONAL ACADEMIES OF , Jennifer Snyder EPD Recert, 40.00; NATIONAL ACADEMIES OF , Jennifer Snyder Recert EFD, 40.00; NATIONAL ACADEMIES OF , Jessica George EPD-Q, EFD-Q, EMD recert 5-11-26, 232.50; NATIONAL ACADEMIES OF , Recert on EPD/EFD for Jason Cox, 80.00; NATIONAL ANIMAL CONT, Huberty NACA III course registration Gainsville F, 550.00; NATIONAL ANIMAL CONT, Huberty NACA membership, 25.00; NATIONAL BUSINESS FU, 20 Chairs for Headquarters, 6,945.80; NATIONAL COMMUNITY D, FY2027 NCDA Membership Dues, 940.00; NATIONAL ENVIRONMENT, Murphy NEHA dues, 120.00; NATIONAL ENVIRONMENT, NEHA conference registration National Environmenta, 745.00; NATIONAL ENVIRONMENT, Pregler NEHA Annual education conference Kansas Ci, 745.00; NATIONAL ENVIRONMENT, S Althoff Pregler NEHA membership, 120.00; NATIONAL FAIR HOUSIN, TM-Registration for Building Resilient Fair Housin, 800.00; NATIONAL FIRE PROTEC, Annual Membership, 225.00; NATIONAL FIRE PROTEC, NFPA Membership - subscriptions, 225.00; NATIONAL INSTITUTE OF GO , NIGP Dues, 125.00; NATIONAL INSTITUTE OF GO , NIGP Membership Dues, 125.00; NATIONAL INSTITUTE OF GO , Unit 4004 Fuel, 250.00; NATIONAL LE , NLC National League of Cities Conference, 835.00; NATIONAL MAIN STREET, Membership in the National Trust for Historic Pres, 250.00; NATIONAL RECREATION, NRPA - CTRS Renewal, 70.00; NATIONAL RECREATION, NRPA Annual Membership, 735.00; NATIONAL RECREATION, NRPA CEU, 70.00; NATIONAL SOCIETY PRO, NSPE membership, 299.00; NATOA, 2026 NATOA Annl Conf Member Registration (FCarner), 1,150.00; NBS-FVT*FOX VALLEY TECH , KEYS FOR #4441 & #4478 (NO TAX), 9.26; NBS-FVT*FOX VALLEY TECH , Service fee on training registraion-Gudenkauf, 9.26; NBS-FVT*FOX VALLEY TECH , Service fee on training registraion-Lorenzen, 9.26; NBS-FVT*FOX VALLEY TECH , Service fee on training registraion-Marzette, 9.26; NBS-FVT*FOX VALLEY TECH , Service fee on training registraion-Wehr, 9.26; NCL OF WISCONSIN INC, BOD seed for BOD/CBOD testing, permit required tes, 265.65; NCL OF WISCONSIN INC, COD vials for industrial billing/process control t, 444.71; NCL OF WISCONSIN INC, Dishwasher Detergent: required by lab certificatio, 479.18; NCL OF WISCONSIN INC, LABORATORY SUPPLIES, 448.02; NCL OF WISCONSIN INC, pool/spa sample bags-buffers for ph calibration, c, 317.11; NCL OF WISCONSIN INC, Process control and industrial billing testing, 215.59; NCL OF WISCONSIN INC, Reagents for BOD testing, volumetric flasks, BOD s, 695.54; NCL OF WISCONSIN INC, testing supplies for facilities planning, 389.57; NCL OF WISCONSIN INC, TSS QC for staff ongoing of demonstration-lab cert, 36.90; NCL OF WISCONSIN INC, Vial for Bacterial Testing, 244.59; NEAT BRANDS LLC, DJI Matrice 4T Universal Edition Drone, 8,836.90; Ned Oberbroeckling, TIF Spring 2026/FY26 253 Main St, 1,554.42; NETFLIX.COM , to screen All The Empty Rooms 5/15/26, 21.39; NETWORK COMPUTER SOL, Service on 4/1, 175.00; NEWT MARINE SERVICE, Rivers Edge Plaza Removals and Rip Rap, 52,397.70; NEZTROP, LLC, Lease w/ Neztrop LLC for Bee Branch Material Stora, 2,000.00; NICHOLAS EDWARDS, MD, EMS Director Yearly Salary for EMS Support FY26, 6,666.70; NICHOLAS EDWARDS, MD, EMS Director Yearly Salary for EMS Support FY27, 3,333.33; NICHOLS CONTROLS &SUPPLY , filters for plant hvac, 153.68; NICHOLS CONTROLS &SUPPLY , HQ - furnace filters, 111.60; NICHOLS CONTROLS &SUPPLY , programmable thermostat - JOTC wash bay, 64.25; NICHOLS CONTROLS &SUPPLY ,

RF 134A for Chiller 398117-00, 387.35; NICHOLS CONTROLS &SUPPLY , supplies for admin building, 44.19; NICHOLS CONTROLS &SUPPLY , vent valve 400224-0, 60.55; Nicolas Farfan, SOFTBALL SCOREKEEPER AND OFFICIALS, 175.00; Nicole Shireman, AFTERSCHOOL SPORTS-TRACK, 225.00; NIELAND REFRIGERATIO, WALK IN COOLER REPAIRS, 711.82; NIELAND REFRIGERATIO, WALK IN COOLER START UP INSPECTION, 152.95; North Central Intern, UNIT #10398 - HARNESS, CONNECTOR - 3/23/2026, 997.63; NORTH END NEIGHBORHO, North End Family Fun Day Event, 300.00; NORTHEAST IOWA COMMU, 6/3 MB registration to attend Power of 10 session, 29.00; NORTHEAST IOWA COMMU, Basic Life Support -Recertifications - no travel, 208.00; NORTHEAST IOWA COMMU, Cost of Culture Training-Sarah, 129.00; NORTHEAST IOWA COMMU, CPR TRAINING, 255.00; NORTHEAST IOWA COMMU, Franchise Fee FY26, 643.13; NORTHEAST IOWA COMMU, FSS PARTICIPANT FEE, 260.00; NORTHEAST IOWA COMMU, LEAD CLASS FOR ESCOBAR, 130.00; NORTHEAST IOWA COMMU, NICC Power of 10 course, 29.00; NORTHEAST IOWA COMMU, Power of 10 NICC Training for Antonio and Stephani, 58.00; NORTHEAST IOWA COMMU, Registration for SValentine to attend the Power of, 29.00; NORTHERN BALANCE & S, certified weights calibrator-yearly requirement fo, 410.04; NORTHERN LIGHTS FOOD, MISC FOOD AND SUPPLIES, 545.89; NORTHERN LIGHTS FOOD, MISC FOOD AND SUPPLIES-BHGC, 873.12; NOTEPAGE INC, PageGate Priority Support Renewal, 395.00; NRPA CONFERENCE, NRPA Conference Registration, 795.00; NRPA CONFERENCE , NRPA CONFERENCE REGISTRATION FOR FEHSAL-SEPT 2026, 795.00; NRPA CONFERENCE , NRPA Registration, 1,590.00; O HARE BLUE SKY PARKING , DC FlyIn Parking, 183.69; OHD LLLP, AED Cabinet for community project, 1,195.00; OHD LLLP, Auto cutter and large filament rollers 5537, 68.08; OHD LLLP, Automatic filament loader system 5536, 189.99; OHD LLLP, Button Making Supplies, 134.18; OHD LLLP, Charing locker for cell phones, patron use 48145, 1,802.65; OHD LLLP, Cobra lighting, 383.75; OHD LLLP, Disc Cleaning Supplies, 614.95; OHD LLLP, drain floor covers for 5th Street Central Ramp, 1,471.92; OHD LLLP, drone, 10,858.26; OHD LLLP, DTF supplies restock 448757, 174.00; OHD LLLP, DTF transfer films and laser blanks 457927, 274.25; OHD LLLP, field operating supplies, 635.52; OHD LLLP, GARAGE - STOCK BUSES, 453.53; OHD LLLP, GARAGE - STUMP GRINDER/CUTTER TEETH, 415.95; OHD LLLP, IAEI 2026 Spring Conference Registration - Continu, 200.00; OHD LLLP, Ice and Water Dispenser for Chavenelle, 5,881.00; OHD LLLP, M2 Color printer and engrave 453238, 687.38; OHD LLLP, Office Supplies, 134.95; OHD LLLP, operations O2 meter, 1,408.00; OHD LLLP, PLANTS FOR WELLNESS COMMITTEE-EMPLOYEE BREAKFAST P, 158.00; OHD LLLP, RA Annl Membership to ASAP, 205.00; OHD LLLP, Refund - ordered twice, (399.80); OHD LLLP, REFUNDED AMOUNT DUE TO PLANT SHORTAGE FOR WELLNESS, (30.00); OHD LLLP, Registration for Traininig-Bakken, Yeo, 150.00; OHD LLLP, safety boots, 174.99; OHD LLLP, SEALS FOR METERS, 323.34; OHD LLLP, SHIPPING CHARGES FOR PORT BASKETS, 416.59; OHD LLLP, Spit Hoods, 179.93; OHD LLLP, Starter Pistols, 399.80; OHD LLLP, Starter pistols and holsters, 449.70; OHD LLLP, summer reading sign up giveaway 1476, 257.89; OHD LLLP, Tax Refund, (9.30); OHD LLLP, Tech Equipment for Tac Team, 1,069.20; OHD LLLP, wildflower seed for ramp project, 65.19; OLIVE GARDEN 0021516 , Culture Retreat alignment work, 205.82; OMNI HOTELS , Hotel for NLC 2026 Summer Board and Leadership Mee, 257.69; Omni Shoreham, IMLA Spring 2026 - Hotel, 1,215.16; Omni Shoreham, IMLA Spring 2026 Hotel,

1,518.95; Online Solutions LLC, (3) additional Citizenserve User Subscriptions, 4,163.01; OPENAI *CHATGPT SUBSCR, ChatGPT for IT Dept. NPTTQ7DZ-0011, 90.00; OPENAI *CHATGPT SUBSCR, ChatGPT Monthly Subscription, 21.40; OPENAI *CHATGPT SUBSCR, ChatGPT subscription, 149.80; OPENAI *CHATGPT SUBSCR, ChatGPT subscription for Chief, 21.40; OPENAI *CHATGPT SUBSCR, Open AI sub for IT dept. NPTTQ7DZ-0014, 75.00; OPENAI *CHATGPT SUBSCR, OpenAI sub for IT department NPTTQ7DZ-0013, 65.37; OPENAI *CHATGPT SUBSCR, refund for chatcpt 02/16/26-03/16/26 with sales ta, (21.40); OPENING DOORS--MARIA, Community Support & Empowerment Grant: Opening Doo, 1,750.00; OPG-3, Annual Licensing-Laserfiche, 53,291.17; O'REILLY 1064 , DOOR LOCK ROD CLIP FOR #4418, 4.27; O'REILLY 4652 , Axle Seal, 53.13; O'REILLY 4652 , batteries for plant generators, 1,936.08; O'REILLY 4652 , battery for backup gen set, 222.98; O'REILLY 4652 , Bus 2501 - Cleardsl for water in fuel line, 37.98; O'REILLY 4652 , capsule x2 - Vehicle 2609, 55.43; O'REILLY 4652 , Headlight bulb for E1, 20.71; O'REILLY 4652 , OIL FILTER TO SERVICE MT. CARMEL GENERATOR, 9.92; O'REILLY 4652 , SUPPLIES TO SERVICE MT CARMEL GENERATOR, 244.47; O'REILLY 4652 , Wire Dryer, 8.58; O'REILLY AUTOMOTIVE, 2101# - BREAK PADS & ROTORS - 6/4/2026, 269.98; O'REILLY AUTOMOTIVE, 2616# - MICRO-V BELT - 6/3/2026, 26.42; O'REILLY AUTOMOTIVE, 2618# - STABILIZER - 6/1/2026, 58.31; O'REILLY AUTOMOTIVE, 4904# - CLOCK SPRING - 6/3/2026, 109.26; O'REILLY AUTOMOTIVE, 4914# - BATTERY - 6/8/2026, 163.10; O'REILLY AUTOMOTIVE, GARAGE - STOCK - WIPER BLADES - 4/15/2026, 103.92; O'REILLY AUTOMOTIVE, GARAGE - SHOP PART - 2/24/2026, (7.99); O'REILLY AUTOMOTIVE, GARAGE - STOCK - 5/29/2026, 99.20; O'REILLY AUTOMOTIVE, SSB 31-6T Battery, (306.08); O'REILLY AUTOMOTIVE, UNIT #130010 - BATTERY - 4/29/2026, 15.32; O'REILLY AUTOMOTIVE, UNIT #1712 - ROTORS,PADS,GASKET - 4/20/2026, 160.01; O'REILLY AUTOMOTIVE, UNIT #1914 - AXLE - 5/7/2026, 68.74; O'REILLY AUTOMOTIVE, UNIT #1948 - BATTERY - 5/5/2026, 257.73; O'REILLY AUTOMOTIVE, UNIT #21914 - WHEEL STUD - 5/8/2026, 12.75; O'REILLY AUTOMOTIVE, UNIT #2303 - LUG BOLT - 5/23/2026, 38.22; O'REILLY AUTOMOTIVE, UNIT #2502 - 2 PIN CONNECTOR - 4/24/2026, 9.72; O'REILLY AUTOMOTIVE, UNIT #2562 - U-JOINT - 05/29/2026, 46.02; O'REILLY AUTOMOTIVE, UNIT #2693 - BATTERY - 5/18/2026, 475.50; O'REILLY AUTOMOTIVE, UNIT #2694 - SEAL REPAIR - 05/14/2026, 67.96; O'REILLY AUTOMOTIVE, UNIT #2702 - WO9792 - BRAKE PAD, ROTOR 3/12/2026, (220.00); O'REILLY AUTOMOTIVE, UNIT #3224 - BATTERY - 5/20/26, 112.57; O'REILLY AUTOMOTIVE, UNIT #3246 - BATTERY - 5/22/2026, 52.08; O'REILLY AUTOMOTIVE, UNIT #4406 - CHRG CN - 5/5/2026, 17.48; O'REILLY AUTOMOTIVE, UNIT #4418 - CAMSHAFT SEN - 5/19/2026, 18.68; O'REILLY AUTOMOTIVE, UNIT #4740 - BATTERY - 5/23/2026, 172.81; O'REILLY AUTOMOTIVE, UNIT# 2616 Micro-V Belt, (28.58); O'REILLY AUTOMOTIVE, UNIT: FIRE EQUIP - BLUEDEF - 5/8/2026, 19.10; ORIGIN DESIGN CO, ENGR. SVCS-PRIVATE LEAD LINE REPL.PROG PHASE 2&3, 65,093.00; ORIGIN DESIGN CO, Force Main Easements along Mississippi, 2,535.00; ORIGIN DESIGN CO, Fueling Station Improvements, 631.13; ORIGIN DESIGN CO, FY2026 CITY OF DUBUQUE WATER SYSTEM MODELING, 1,633.75; ORIGIN DESIGN CO, Kerper Lift Station Consulting Engineering, 2,788.02; ORIGIN DESIGN CO, MSC- Roof and HVAC Replacement 02/23/26, 54,274.00; ORIGIN DESIGN CO, Origin Task Order No 26-04_17th RR Culvert Crossin, 15,230.75; ORIGIN DESIGN CO, PROF. SERVICES-2024 N.ENGLISH RD WATER MAIN EXT., 33,006.02; ORIGIN DESIGN CO, Task order 25-1, 8,003.75; ORIGIN DESIGN CO, Task

order 35-1, 9,924.75; ORIGINAL WATERMEN IN, MISC POOL STAFF SUITS, 199.95; ORIGINAL WATERMEN IN, STAFF SWIM SUITS, 3,526.24; ORKIN LLC, PEST CONTROL JOTC - Odd Job, 350.00; ORKIN LLC 002 , pest control svc - terminal street lift station fe, 224.70; OTOOLE OFFICE SUPPLY COM , New Commissioners Name Plates, 41.00; OTOOLE OFFICE SUPPLY COM , Office Supplies, 123.59; OVERDRIVE INC, Downloadable Ebooks and EAudio for Adult Collectio, 20,451.57; OVERDRIVE INC, Downloadable Materials for Children's Collection, 6,614.07; OVERDRIVE INC, Downloadable Materials for Teen/YA Collection, 4,978.14; OVERHEAD DOOR COMPAN, installation of photo cell for bld 80 basement doo, 443.93; OVERHEAD DOOR COMPAN, PHOTO CELLS AND WALL CONSOLE FOR FLORA SHOP GARAGE, 146.26; OVERHEAD DOOR COMPAN, POD- 2 Brick Tx for POD Parking Ramp, 92.70; OVERHEAD DOOR COMPAN, ST3-Overhead Door Maintenance, 223.00; OVERHEAD DOOR COMPAN, ST3-Overhead Door Remitter, 76.00; OVERHEAD DOOR COMPAN, transmitter for truck bay door openers, 88.58; PA #431 - DUBUQUE , 0910# - MANIFOLD, GASKET, HOUSING & FILT, SWITCH,, 401.61; PA #431 - DUBUQUE , 1914# - CONTROL ARMS - 5/12/2026, 519.44; PA #431 - DUBUQUE , 1915# - BRAKE PADS, BATTERY, 599.25; PA #431 - DUBUQUE , 2614# - BRAKE BOOSTER - 5/19/2026, 502.59; PA #431 - DUBUQUE , 2614# - COOLANT HOSE - 4/24/2026, 57.22; PA #431 - DUBUQUE , 4402# - IGNITION WIRE ASY - 4/24/2026, 16.20; PA #431 - DUBUQUE , 4402# - IGNITION WIRE ASY, COIL ASY, SPARK PLUG -, 1,195.16; PA #431 - DUBUQUE , BRAKE PADS FOR #4421, 101.63; PA #431 - DUBUQUE, FRONT ROTORS FOR #4421, 161.56; PA #431 - DUBUQUE, GARAGE - CREDIT FOR ACCOUNTING ERROR BY VENDOR ON, (1.00); PA #431 - DUBUQUE, GARAGE - STOCK - AIR FILTER, 132.43; PA #431 - DUBUQUE, GARAGE - STOCK BRAKE PADS, 197.76; PA #431 - DUBUQUE , GARAGE REFUND - VENDOR ERRONEOUSLY CHARGED THE CAR, (342.27); PA #431 - DUBUQUE, NOT BEING CHARGED TO A UNIT--ITEM BEING RETURNED -, 127.81; PA #431 - DUBUQUE, OIL AND BRAKE PADS FOR #4421, 206.27; PA #431 - DUBUQUE, UNIT #130004 - BRAKE PAD, 196.76; PA #431 - DUBUQUE, UNIT #2614 - COOLANT HOSE, 57.22; PA #431 - DUBUQUE, UNIT #4901 - STARTER, 166.39; PACER, Pacer Access Subscription, 33.30; PAMELA J CONNOLLY, INSTRUCTOR FOR CHAIR YOGA, 840.00; PARIS LV CASINO FRNT DSK, 2025 ICAS Convention, 612.24; PARIS LV DEP-NOSHW-CXL, 2025 ICAS Convention, 204.08; PARK PLANET, MIRACLE LEAGUE PLAYGROUND PARTS, 870.00; PARK PLANET, PLAYGROUND PARTS FOR MIRACLE LEAGUE, 1,207.00; PARKING INC, Parking for Tyler user group conference, 10.00; PARKSON CORPORATION, #1 drum thickener spray bar repair, 1,164.00; PARKSON CORPORATION, freight for spray nozzles - for drum thickener #1, 21.32; PARTS AUTHORITY, GARAGE - EQUIP PURCHASE: TIRE BALANCER - 3/24/2026, 17,832.13; PARTS AUTHORITY , 1914# & RETURNS - BRAKE ROTORS, PADS, SHOCKS; BALL, 302.37; PARTS AUTHORITY 052 , 1856# - STRUT ASSEMBLY, 142.90; PARTS AUTHORITY 052 , 1858# - CONTROL ARMS, 302.12; PARTS AUTHORITY 052 , 2562# - SEAL, BATTERIES, 342.27; PARTS AUTHORITY 052 , GARAGE - BATTERY CORES, (108.00); PARTS AUTHORITY 052 , GARAGE - DUPLICATE CHARGE FROM 5/28/26. VENDOR ISS, 342.27; PARTS AUTHORITY 052 , GARAGE CREDIT - RETURN OF INTAKE MANIFOLD AND PLEN, (72.97); PASSPORT LABS INC, Passport Transaction Fees- April, 2,294.50; PASSPORT LABS INC, Passport Transaction Fees- March, 2,161.00; Patricia J Schroeder, Butt Property Acquisition 2300 University PSchroed, 325,000.00; PAUL ASCHEMAN, PHD,, Department Mental Health Conference Speaker, 3,810.30; PAUL ASCHEMAN, PHD,, Lodging for Conference speaker, 105.27; PAW*SCOTT PRINTING & DESI , Hauled waste

manifests, 299.00; PAW*SCOTT PRINTING & DESI , Human Rights Office "Know Your Rights Tri-Fold Bro, 213.00; PAW*SCOTT PRINTING & DESI , License CEU class, 299.00; PAW*SCOTT PRINTING & DESI , printing hauled waste discharge manifest forms, 299.00; PAW*SCOTT PRINTING & DESI , Sustainability Printing, 722.00; PAYFLOW/PAYPAL , Monthly fee for credit card processing, 60.00; PAYMENTUS GROUP INC, Online Utility Billing, 12.00; PAYPAL * WOMENSLEADE , WLN meeting, 50.00; PAYPAL *DUBUQUEAREA , DALINC membership for CSPL 6/2/2026, 50.00; PAYPAL *MO , 4 States Registration, 1,050.00; PAYPAL *MO , Tour for legislators, 350.00; PAYPAL *REEVES COMP , Name pins for new officersw, 103.27; PAYPAL *WOMENSLEADE , May WLN Luncheon, 25.00; PAYPAL *WOMENSLEADE , WLN April luncheon, 25.00; PAYPAL *WOMENSLEADE , WLN luncheon, 50.00; PAYPAL *WOMENSLEADE , WOMEN'S LEADERSHIP CONFERENCE FEE, 25.00; PAYPAL *WOMENSLEADE , womens leadership luncheon, 50.00; PAYPAL *WOMENSLEADE WOMEN , WLN April luncheon, 25.00; PAYPAL *WOMENSLEADE WOMEN , WLN luncheon, 25.00; PEERLESS WELL & PUMP, WELL NO.7 REHABILITATION PROJECT 2024-PHASE 2, 136,541.00; PENDLETON TURF SUPPL, GOLF COURSE CHEMICALS, 953.70; PENDLETON TURF SUPPL, TURF CHEMICALS FOR GOLF COURSE, 930.50; PEPPERMILL FRONT DESK , Hotel Stay for IIMC Training and Board Meeting, 514.50; PER MAR SECURITY SER, FY26 Fed Bldg Fire Alarm Monitoring, 241.08; Peterbilt of Wiscons, GARAGE - STOCK BRAKES - 12/04/25, (105.98); Peterbilt of Wiscons, GARAGE - STOCK BRAKES - 2/9/2026, (317.94); Peterbilt of Wiscons, GARAGE - STOCK BRAKES - 4/20/2026, 601.38; PETMED ANIMAL HEALTH CENT , Cat emergency services. Hit by car. Medical care., 281.15; PETMED ANIMAL HEALTH CENT , Emergency services. Cat hit by car., 175.00; PETMED ANIMAL HEALTH CENT , Pool License, 175.00; PHASE INTL. , EMS Supplies, 80.00; PHASE INTL. , Extension straps for lifting device, 80.00; PHASE INTL. , Huberty apparel AC, 80.00; PHELPS THE UNIFORM S, Weekly Uniform Cleaning, 574.99; Pirc Tobin Construct, Heeb St Reconstruction Project, 18,053.40; Pitney Bowes Bank In, Postage Meter Rental October through December 2025, 254.43; PITNEY BOWES GLOBAL, Lease for Postage Meter 2026-03-06 to 2026-06-05, 824.94; PITNEY BOWES GLOBAL, Postage machine lease, 142.53; PITNEY BOWES INC, Ink & Shipping Labels for Mailing Machines, 420.75; PIZZA HUT 042228 , Neighborhood Associations Door Knocking, 116.73; PLANET TECHNOLOGIES, Co-Pilot License prorated M&2CC, 297.00; PLANET TECHNOLOGIES, Teams License for Training Room, 39.60; PLANT PRODUCTS USA, BENEFICIALS FOR GREENHOUSE PLANT PESTS, 369.25; PLANT PRODUCTS USA, BENEFICIALS FOR GREENHOUSE PLANTS, 153.65; Playaway , Wonder Digital Readers, 2,065.65; PLUMB SUPPLY - DUB - 013, Copper pipe couplings - bldg 70, 48.36; PLUMB SUPPLY - DUB - 013, EXPANSION TANK FOR COMISKEY, 120.72; PLUMB SUPPLY - DUB - 013, glue and hangers for high strength waste, 42.20; PLUMB SUPPLY - DUB - 013, toilet repair kits, 49.54; PLUMB SUPPLY - DUB - 013, water pressure regulator for shop, 194.02; Plunkett's Pest Cont, PEST CONTRAL FOR WATER TREATMENT PLANT AND OFFSITE, 150.00; POLK COUNTY SHERIFF, Parking at Iowa Events Center - IAWEA conference, 13.00; Poly Vinyl Roofing, EAGLE POINT WTP ROOF REHABILITATION PROJECT, 240,190.00; POLYDYNE INC, Polymer - 3 totes for the Drum Thickener, 11,385.00; POLYDYNE INC, Polymer - 6 totes - CE-2701 - for the Centrifuge, 70,380.00; PORTZEN CONSTRUCTION, 4 WAY DEPT SPLIT - TOILET REPAIRS - 4/28/2026, 345.70; PORTZEN CONSTRUCTION,

7800 Chavenelle Building Remodel Project, 330,814.62; PORTZEN CONSTRUCTION, City Hall Annex Misc Plumbing, 19,325.00; PORTZEN CONSTRUCTION, CONSTRUCTION-PHASE II COMISKEY, 432,959.50; PORTZEN CONSTRUCTION, Dubuque Gate and Pump Station Flood Mitigation 16t, 1,071,043.01; PORTZEN CONSTRUCTION, Dubuque Gate Pump Stn Flood Mit 16th PP12, 240,586.38; PORTZEN CONSTRUCTION, POOL REPAIRS, 7,495.75; PORTZEN CONSTRUCTION, SUTTON POOL LEAK, 668.39; POWER PROCESS EQUIP 3611 , brake clean for in shop, 196.48; POWER PROCESS EQUIP 3611 , repair seal plate for draft tube mixers, 821.00; PPS, Meeting, 725.00; PRAIRIE FARMS, Franchise Fee FY26, 6,508.30; PRAIRIE FARMS, TIF Spring 2026/FY26, 11,065.71; PRAIRIE MOON NURSERY , PRAIRIE MIX SEEDS FOR STORYBOOK ZOO AREA, 834.00; PRECISE MRM LLC, 2026-02 Subscription, 860.00; PRECISE MRM LLC, 2026-04 Subscription, 860.00; PRECISE MRM LLC, Precise vehicle monitoring Engineering, 1,080.00; Presentation Lantern, Presentation Lantern_FY26 Purchase of Serv Agreeme, 3,854.00; PRESSCITIZEN , monthly sub. to IA city press 05/09/2026, 45.00; PRESSCITIZEN, Monthly subscription to IA City Press Citizen, 45.00; PRESSCITIZEN, monthly subscription to IA press citizen 6/10/26, 45.00; PRICELINE.COM, Lodging for training-Wehr, 1,356.19; PRICELN*COMFORT INN ST, Lodging for training, 184.11; PRICELN*COUNTRY INN, Lodging for GTSB Conference - Baxter, Scherrman, B, 1,299.46; PRICELN*DELTA AIR LINE, seat selection, 43.80; PRICELN*HAMPTON INN BY, Lodging for training, 275.45; PRICELN*RADISSON BLU M, Lodging for NOBLE Conference-Bennett, Dieujuste, 593.24; PRICELN*UNITED AIRLINE, Insurance and processing fee for airfaire for trai, 61.53; PRICELN*VACATION PKG , Lodging for training-Nugent, 1,298.13; PRIME DUMPSTER, For Kids to Park Event, 432.60; PRIME DUMPSTER, Refund for Porta Potty, (355.35); PROQUEST LLC, Ancestry Library edition subscription, 2,914.74;

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 506.62

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

this 28th day of July, 2026

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

Public Consulting Gr, GEMT, 90,526.76; PUBLIC SAFETY CENTER, Vest for Auxiliary and Officers, 689.75; PWW MEDIA INC, Training classes for new EMS Supervisor, 2,100.00; PWW MEDIA INC, Training for the group of 5 new hires, 495.00; PY *AT PAPI'S CAFE , Coffee for accreditation site visit peer team, 45.00; PY *DISTRICT 20 SUPPLY CO , City Apparel, 138.00; PY *DISTRICT 20 SUPPLY CO , City of Dubuque Apparel -, 56.00; PY *DISTRICT 20 SUPPLY CO , FLAT TIRE REPAIRS ON #1570, 48.00; PY *DISTRICT 20 SUPPLY CO , IPAA Tshirts, 612.00; PY *DISTRICT 20 SUPPLY CO , parking at airport for travel, 120.00; PY *DISTRICT 20 SUPPLY CO , Peer Support T-Shirts for new members, 64.00; PY *DISTRICT 20 SUPPLY CO , pro shop supplies, 270.00; PY *DISTRICT 20 SUPPLY CO , Sani Sewer- Rust Inhibitor for tools, 56.00; PY *DISTRICT 20 SUPPLY CO , Tactical Polos for traininers, 117.00; PY *DISTRICT 20 SUPPLY CO , uniform, 604.00; PY *DISTRICT 20 SUPPLY CO , Uniform Shirt for Charlie Miller, 37.00; PY *DISTRICT 20 SUPPLY CO , Uniform Shirt for Jason, 48.00; PY *DISTRICT 20 SUPPLY CO , Uniform Shirt Travis, 29.00; PY *DISTRICT 20 SUPPLY CO , Uniform Shirts for Travis S, 68.00; PY *DISTRICT 20 SUPPLY CO , Unit 3463 Fuel, 56.00; PY *INTERNATIONAL MUNICIP , 2026 Mid-Year IMLA Registration -Barry, Jason, & C, 1,467.75; PY *INTERNATIONAL MUNICIP , IMLA 2026 Annual Conference Registration, 1,493.50; PY *NAPC , NAPC Membership Renewal, 200.00; PYN*SOVOL , eMMC module for SV08 Max printer, 32.00; QGV*JUNIOR ACHIEVEMENT OF , Mike's Junior Achievement Business Hall of Fame Re, 90.00; QGV*OPENING DOORS , Professional Development 6/17/26, 100.00; QR-CODE-GENERATOR.COM , Website QR Codes, 191.88; QUALITY INN DES MOIN, Hotel Accomodations for travel to Ames, IA for Con, 273.63; QUALITY INN DES MOIN, hotel for conference, 178.98; QUALITY INN DES MOIN, Hotel room safe warranty fee and state & city/coun, 3.22; Quill LLC, a blue print holder for the shop office, 419.48; Quill LLC, Binders for Academy - New Hires, 57.49; Quill LLC, INK CARTRIDGE FOR FOREMAN PRINTER, 157.99; Quill LLC, Office Supplies, 260.64; Quill LLC, PILOT PENS, 14.98; RACOM CORPORATION, 23 MCT's with Docking Stations, 138,619.81; RACOM CORPORATION, Axis Cameras/Accessories, 3,699.28; RACOM CORPORATION, Camera's/Intercom installed in the Env Lab, 1,755.08; RACOM CORPORATION, Control Station Atenna, 297.00; RACOM CORPORATION, GARAGE - STOCK - 3/3/2026, 536.82; RACOM CORPORATION, GARAGE - STOCK POLICE - 12/30/2026, 413.42; RACOM CORPORATION, Light Replacement on Police Vehicle, 230.00; RACOM CORPORATION, Maintenance Vehicle Radios and Batteries, 11,407.51; RACOM CORPORATION, Milestone SUP 2026, 76,752.96; RACOM CORPORATION, Mt. Carmel Water Meter Collector, 2,404.00; RACOM CORPORATION, Portable Radios plus Accessories for Police Dept., 244,107.00; RACOM CORPORATION, Terminal Parking Lot Exterior Cameras, 1,021.38; RADFORD PLACE LLC, 1600 RADFORD RL REIMBURSEMENT FOR PROPERTY SALE, 2,992.25; RADIO DUBUQUE INC, Radio Advertising Seasonal Employee Recruitment, 228.00; RAINBO OIL COMPANY, LF- Drum Pump 3/26/26, 2,431.25; RAINBO OIL COMPANY, Oil and Drum Core, 3,207.80; RAM SERVICES LLC, 1887 Garfield 2024 L&HH Radon Testing (FY 27), 100.00; RAM SERVICES LLC, 2024 L&HH Radon Testing (FY 27), 100.00; RAM SERVICES LLC, Radon Testing - RAM Services Inc -CDBG-(Blanket PO, 100.00; RAMONA J MANTERNACH, LF- Clerical Services- Mona, 927.00; Randy J Harter , GREASE TRAP SERVICED, 90.00; RAPIDS

REPRODUCTION, Plans & Specs for GA Apron Phase 2, 225.00; Rarestep Inc, GARAGE - Centralized Fleet Mgt Sftwr Sub 4/26/26, 1,200.00; RCN COMMUNICATIONS L, Cradle Point, 14,675.00; RCN TECHNOLOGIES , elevator and fire alarm phone lines, 450.22; RCN TECHNOLOGIES , Recurring Charge for Elevator/Fire Alarm Phone Lin, 144.90; RDG PLANNING & DESIG, Q Casino Amphitheater Planning-New PO w/New Coding, 8,466.41; RDO EQUIPMENT BILLINGS, Control Panel, 1,568.00; RDO INTEGRATED CONTR, LF- GPS Software - DMASWA 11/01/25-11/30/26, 10,000.00; RECONYX INC, cameras falk park, 50.00; RECONYX INC, mobile cameras, 25.00; RECONYX INC, Reconyx subscription, 15.00; RED WING SHOES #435 , work boots for Devin, 256.49; REED EXHIBITIONS, Lexis Nexis Monthly Subscription, 900.00; REED EXHIBITIONS, Monthly Lexis Nexis Subscription, 3,600.00; REI LEXISNEXIS CANADA , Volunteer Administration Certification Study Book, 107.33; Reliant Fire Apparat, UNIT #130003 - PARTS FOR DAMAGE - 04/27/2026, 539.17; Reliant Fire Apparat, UNIT #130003 - TAPE,RFL - 4/15/2026, 500.39; RENTAL PROPERTY, UB 15758 1240 ALTA VISTA, 236.55; RENTPREP , Background Checks, 11,024.60; RENTPREP , Background Checks for April, 3,522.30; REPUBLIC COMPANIES , ANCHOR KIT FOR MOUNTING MIUS FOR NEW CONSTRUCTION, 20.82; RESIDENCE INN CHICAGO , 4 night hotel stay while attending training in Sch, 754.40; RESILIENT MIND PSYCHOL, Corrigan Public Health Conference of Iowa registra, 325.00; RESILIENT MIND PSYCHOL, IAP2 Conference Registration, 325.00; RESILIENT MIND PSYCHOL, MMPI evaluation, 325.00; RESILIENT MIND PSYCHOL, MMPI Evaluation & Coaching Sessions, 960.00; RESILIENT MIND PSYCHOL, New Officer MMPI, 41.30; RESILIENT MIND PSYCHOL, Office coaching sessions, 480.00; RESILIENT MIND PSYCHOL, Officer resilience sessions - Coaching, 310.00; RESILIENT MIND PSYCHOL, Resilience training sessions, 465.00; REV.COM, Processing materials - purchase made to provide su, 4,615.10; REV.COM, Switch game and office supplies, 61.50; REXCO EQUIPMENT INC, 540014# - Backup camera for Offroad UTV, 735.78; RF *TEGELER INC , crane service at 15th st/sycamore st, dubuque, ia, 520.00; RF *TEGELER INC, pulling and installin #2 pump at cedar street lift, 1,250.00; RI NOVELTY/TOY NETWORK, Scavenger hunt prizes IN4680833, 394.53; RICHARD R HOFFMANN, GARAGE - SHOP TOOL (BALL JOINT ADAPTOR), 270.50; RICHARD R HOFFMANN, Hand Cleaner and Dispenser, 293.00; RILCO, Inc, Def Bulk 4/21/26, 288.75; RILCO, Inc , Def Bulk 4/8/26, 350.00; RILCO, Inc , Def Bulk 6/2/26, 675.00; RILCO, Inc, GARAGE - BULK FLUIDS - 4/22/2026, 1,086.25; RILCO, Inc, GARAGE - STOCK BULK FLUIDS - 6/9/2026, 9,537.75; RILCO, Inc, GARAGE - STOCK FLUIDS - 4/8/2026, 2,840.00; RITE ENVIRONMENTAL I, LF- Recycle Oil, 296.89; RITE HITE, TIF Spring 2026/FY26, 70,879.43; RIVER CITY PAVING, JAN-JUL2026 Various Asphalt, 11,250.45; RIVER CITY PAVING, Various Asphalt and Materials, 110,363.63; RIVER CITY STONE, 3" CLEAN FOR AY MCDONALD PARK, 93.63; RIVER CITY STONE, CLUBHOUSE PLANTER PROJECT, 253.44; RIVER CITY STONE, FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN, 6,576.15; RIVER CITY STONE, JAN-JUN2026 Various Stone, 27,307.08; RIVER CITY STONE, SAND AND STONE FOR PARK AREAS, 236.34; RIVER CITY STONE, STONE FOR DISC GOLF, 43.94; RIVER CITY STONE, Various Stone and Materials, 445.00; RIVER LIGHTS BOOKSTO, Professional Development Book, 28.99; RIVER LIGHTS BOOKSTO, Professional Development Book for Cori B, 35.00; RIVER LIGHTS BOOKSTO, Single issues newspaper for collection 6/5/2026, 4.00; RIVER LIGHTS BOOKSTO, Teen Volunteer Books, 257.15;

ROASTING SOLUTIONS L, TIF Spring 2026/FY26, 35,072.62; ROBERT HANLEY, 804 W 5TH PROPERTY SOLD RL REIMBURSEMENT, 165.00; ROBERT MUELLER, 2444 BROADWAY RL REIMBURSEMENT FOR PROPERTY SALE, 78.75; Robin Hoerner, AFTERSCHOOL SPORTS-TRACK, 275.00; ROCHESTER ARMORED CA, DMASWA armored car service (Blanket), 414.48; Rock Valley Physical, Physicals for Fire Employees, 67,934.90; ROEDER IMPLEMENT INC, 15W40 Oil, 344.88; ROEDER IMPLEMENT INC, BELT ADJUSTER FOR 1540 MOWERS, 11.54; ROEDER IMPLEMENT INC, Belt and Fuel Filter, 101.35; ROEDER IMPLEMENT INC, New trimmer for POD, 300.00; ROEDER IMPLEMENT INC, Unit 3290, 5.37; ROEDER IMPLEMENT INC, Unit 4072 Blade, 27.99; ROEDER OUTDOOR POWER , 3480- Door Repair, 195.96; ROEDER OUTDOOR POWER , DECK BELT FOR #4445, 106.57; ROEDER OUTDOOR POWER , GEARBOX SEAL FOR #4453, 23.33; ROEDER OUTDOOR POWER , Grass Crew, 457.22; ROEDER OUTDOOR POWER , HYDRAULIC FLUID FOR #4462, 56.68; ROEDER OUTDOOR POWER , IDLER PULLEYS FOR #1570 DECKS 1 WAS USED ON #4452, 75.18; ROEDER OUTDOOR POWER , TORO MOWER, 519.00; ROEDER OUTDOOR POWER , Unit 4006, 87.09; ROLAND DGA CORPORATION, 1 year warranty extension for Roland DGA 8609, 799.00; RON CLESEN'S ORNAMEN, BEE BRANCH HANGING BASKETS, 13,846.70; RON CLESEN'S ORNAMEN, HANGING BASKETS -PORT OF DBQ, 11,100.00; RON CLESEN'S ORNAMEN, PLANTS FOR GREENHOUSE, 1,727.00; RONALD CONRAD JR, 2630 JACKSON RENTAL INSPECTION OVERPAYMENT, 75.00; RONALD D WAGNER, Maintenance shop tools, 139.87; Ronald V Burbach, May Weed Control, 6,790.00; ROSHEK PROPERTY LLC, TIF Spring 2026/FY26, 195,602.85; ROTARY CLUB OF DUBUQ, Rotary annual dues 1000072, 206.00; ROUSSELOT INC, Franchise Fee FY26, 13,162.00; ROYAL SONESTA CAPITOL , DC FlyIn Hotel, 1,134.00; ROYAL SONESTA CAPITOL , DC FlyIn hotel stay for Mayor BC, 567.00; ROYAL SONESTA CAPITOL , Sainci A Hotel Reservation 40034SG175215 for The R, 472.09; RSM US LLP, 2025 Audit Assistance, 35,607.30; RSM US LLP, RSM Management Consulting Services, 19,161.94; RUBBER INC, GARAGE - SHOP TOOLS - 4/7/2026, 48.73; RWLV HOTEL FRONT DESK , hotel for conference, 164.40; RWLV HOTEL FRONT DESK , resort fee conference, 51.02; RX USA , conference ticket, 100.00; RXBENEFITS INC, FY26 Prescription Admin & Claims - 5-1-2026, 86,805.12; RXBENEFITS INC, FY26 Prescription Admin & Claims - 5-15-2026, 119,330.61; RXBENEFITS INC, FY26 Prescription Admin & Claims - 5-29-2026, 117,863.70; RXBENEFITS INC, FY26 Prescription Admin & Claims - 6/12/2026, 127,353.28; SADLER POWER TRAIN I, BACK UP LIGHT FOR #4421, 24.87; SADLER POWER TRAIN I, BATTERY AND GREASE CAP PLUG FOR REC ROLL TRAILER, 47.65; SADLER POWER TRAIN I, BRAKE ASSEMBLIES, HUB AND DRUM KIT FOR #4464, 1,073.72; SADLER POWER TRAIN I, BRAKE CLEANER FOR SHOP, 83.52; SADLER POWER TRAIN I, BRAKE CLEANER TO CLEAN BASEMENT FLOOR, 125.28; SADLER POWER TRAIN I, COOLANT TEST KIT, GREASE CAP, SEAL AND PLUG #4428, 74.20; SADLER POWER TRAIN I, DIELECTRIC GREASE AND MARKER FOR #4443, 16.21; SADLER POWER TRAIN I, GARAGE - STOCK - BUS - 5/1/2026, 49.17; SADLER POWER TRAIN I, light bar for truck 430007, 332.80; SADLER POWER TRAIN I, light bar mount for new truck, 62.55; SADLER POWER TRAIN I, Rack for 430007, 498.65; SADLER POWER TRAIN I, RETURNED ITEMS AND PURCHASED DIFFERENT REPLACEMENT, (2.03); SADLER POWER TRAIN I, UNIT #110010 Reducer Receiver 4/15/26, 18.38; SADLER POWER TRAIN I, UNIT #130003 - LED LAMP KIT - 5/5/2026, 22.84; SADLER POWER TRAIN I, UNIT #1704 - LED STROBE - 5/27/2026, 47.77; SADLER POWER TRAIN I, UNIT #2696 - BALL BEARING - 5/18/2026, 41.32; SADLER POWER TRAIN I, UNIT #2698 - CONTROL VALVE - 4/28/2026, 60.20;

SADLER POWER TRAIN I, UNIT #3222 - LED LIGHT KIT - 5/21/2026, 791.02; SADLER POWER TRAIN I, UNIT #3409 - SOLENOID - 5/28/2026, 249.32; SADLER POWER TRAIN I, UNIT #4006 - LED,7-WAY MALE- 4/22/2026, 146.66; SADLER POWER TRAIN I, UNIT #420006 - RADIO - 5/21/2026, 80.79; SADLER POWER TRAIN I, UNIT #540011 - ANTENNA,MNTG BRKT KIT - 4/27/2026, 22.61; SAFEGUARD BUSINESS S, Art at your library postcard, 352.79; SAFEGUARD BUSINESS S, Fire Prevention Program Materials, 1,480.80; SAFEGUARD BUSINESS S, Library canvas bags, 750.85; SAFEGUARD BUSINESS S, Summer Reading Bags, 4,500.00; SAFELITE AUTOGLASS , FSS CLIENT CAR GLASS REPAIR, 386.39; SAMS CLUB.COM , Team Resil Core Snacks, 691.59; SAMS CLUB.COM , Team Resil Core Snacks and drinks, 289.80; SAMS CLUB.COM , TV's and brackets for finance dept, 2,951.56; SAUSER, SHAWN N, UB 15547 1983 UNIVERSITY, 55.19; Save On SP, LLC, Savings on specialty drugs - April 2026, 14,462.58; Save On SP, LLC, Savings on specialty drugs - May 2026, 2,787.51; Schadl Incorporated, Landfill General Plumbing- Pump Out Mudpits, 9,773.16; SCHAEFFER MFG CO, OIl for Draft Tube Mixers, 575.20; SCHAEFFER MFG CO, Oil for Oxygen Train & Boerger Pumps, 8,470.40; SCHAEFFER MFG CO, UNIT #540018 & SHOP USE - 5/14/2026, 590.25; SCHATZ, MATTHEW W, UB 18971 2365 UNIVERSITY, 160.46; SCHATZ, MATTHEW W, UB 22700 2365 UNIVERSITY, 676.83; SCHIMBERG COMPANY, COUPLINGS FOR METER STOCK, 1,590.00; SCHMALZ PRECAST CONC, Street- Manhole Risers 4/9/26, 1,957.50; Schmitt Island Devel, SHORTFALL AND SUBSIDY FOR FY26, 102,529.00; SCHMITZ JANITORIAL S, ST2 - Squeegee x 2, 120.00; SCHUELLER, BRETT L., UB 05305 2635 WASHINGTON, 59.72; SCOTT PRINTING, FIXED ROUTE SINGLE RIDE TICKETS, 181.20; SCOTT PRINTING, Postcards, 459.03; SCOTT PRINTING, Printing Inmate Property Forms, 295.00; SCOTT PRINTING, Printing of the Fire Department Annual Report, 365.50; SCOTT PRINTING, Property & Evicence Vouchers, 811.00; SEAN W BUERGER, AFTERSCHOOL SPORTS-TRACK, 250.00; SEDONA STAFFING, Hours Worked - Admin Support - 03/08/26, 609.00; SEDONA STAFFING, Hours Worked - Admin Support - 03/15/26, 563.33; SEDONA STAFFING, Hours Worked - Admin Support - 03/22/26, 471.98; SEDONA STAFFING, Hours Worked - Admin Support - 03/29/26, 357.79; SEDONA STAFFING, Hours Worked - Admin Support - 04/12/26, 441.53; SEDONA STAFFING, Hours Worked - Admin Support - 04/19/26, 365.40; SEDONA STAFFING, Hours Worked - Admin Support - 05/03/26, 449.14; SEDONA STAFFING, Hours Worked - Admin Support - 05/10/26, 418.69; SEDONA STAFFING, Hours Worked - Admin Support - 05/17/26, 312.11; SEDONA STAFFING, Hours Worked - Admin Support - 05/31/26, 190.31; SEDONA STAFFING, Temporary Lab Tech - FY26, 12,992.00; SEIPPEL WAREHOUSE, L, TIF Spring 2026/FY26, 224,678.79; SELCO INC, BARRICADE AND SIGN RENTAL FOR EMERGENCY WTR MAIN B, 554.00; SELCO INC, Traffic Control JFK & 32nd, 337.50; SERVEPORT.COM , information request fee for CID, 22.00; Sewer AI Corporation, Auto Code Services Sewer AI, 400.00; SHAMROCK JEWELERS, Firefighter Badges for New Hires, 280.00; SHAPR3D , Advanced 3D design software SHAPR3D-2026-58749, 899.98; SHEEHAN AUTOMOTIVE , 1910# - STARTER - 5/14/2026, 236.21; SHEEHAN AUTOMOTIVE , 4906# - STARTER, 562.24; SHELLBACK TACTICAL LLC, Replacement vest and plates for one of our EMS tac, 1,219.78; SHERATON , 2025 ICAS Convention, 239.40; SHERATON , PLA Conference Stay, 868.77; SHERWIN WILLIAMS COM, BRUSHES AND PAINT FOR SUTTON POOL, 9.89; SHERWIN WILLIAMS COM, BRUSHES, DROP CLOTH, ROLLERS, PAINT FOR SUTTON DIV, 921.80; SHERWIN WILLIAMS COM,

Fed bldg lobby paint, 44.86; SHERWIN WILLIAMS COM, Paint, 454.30; SHERWIN WILLIAMS COM, PAINT AND SPRAYER TIPS FOR EPP, 300.93; SHERWIN WILLIAMS COM, PAINT FOR EPP VERNADA ROOM, 81.92; SHERWIN WILLIAMS COM, PAINT ROLLER CUP FOR SUTTON POOL, 6.99; SHERWIN WILLIAMS COM, PAINT/PRIMER FOR EPP PROJECTS, 137.78; SHERWIN WILLIAMS COM, PAINT/STAIN FOR EPP SIGN FRAME, 55.71; SHERWIN WILLIAMS COM, PAINT/STAIN FOR MCALEECE SKATE PARK GRAFFETTI, 345.63; SHERWIN WILLIAMS COM, PAINT/STAIN FOR MCALEECE SKATE PARK REPAIRS, 558.21; SHERWIN WILLIAMS COM, PAINT/STAIN FOR MCLAEECE SKATE PARK GRAFFETTI, 419.19; SHERWIN WILLIAMS COM, PAINT/STAIN FOR MURPHY / FLORA PICNIC TABLES, 96.80; SHERWIN WILLIAMS COM, painting supplies, 34.95; SHERWIN WILLIAMS COM, ROLLER COVER FOR PAINT PROJECT AT EPP SIGN FRAME, 8.39; SHERWIN WILLIAMS COM, ST4 - Can of parking lot paint, 35.00; SHERWIN WILLIAMS COM, STAIN/PAINT FOR MCALEECE SKATE PARK, 558.21; SHERWIN WILLIAMS COM, supplies for BB pump station, 32.90; SHERWIN WILLIAMS COM, TYVEK SUITS FOR FIRE CLEAN UP AT COMISKEY, 50.38; Shive-Hattery Inc, Fed Bldg Loading Dock Consulting Eng, 11,455.00; Shive-Hattery Inc, Fed Bldg Parking Lot, 11,354.70; Shive-Hattery Inc, Federal Building MEP Systems Assessment & Design, 26,150.10; SHOT TOWER INN, City Life Food, 407.64; SHOT TOWER INN, pizza for incident response staff, 59.32; Shuttleworth & Inger, Employee Investigation 2026 - 33898, 5,160.00; SI KIDS , Magazine Subscription, 24.95; SID'S, Bunker Hill Alcohol, 1,403.89; SIMMONS PET FOOD INC, Franchise Fee FY26, 75,035.54; SIMMONS PET FOOD INC, TIF Spring 2026/FY26, 240,090.31; SIMON FIRE EQUIPMENT, UNIT #1903 - SERVICE - ALUM STEPS - 4/21/2026, 393.43; SINCLAIR BROADCAST GROUP , Advertising, 3,764.75; Siouxland Turf Produ, GRASS SEED/FERTILIZER FOR BHGC, 152.00; SISCO, FY26 Short Term Disability Ins Prem - June 2026, 240.00; SISCO, FY26 STD Ins Prem - May 2026, 240.00; SISTER CITIES INTERN, Annual Membership, 810.00; SITEONE LANDSCAPE SU, ASH TREE INJECTION SUPPLIES, 1,845.15; SITEONE LANDSCAPE SU, IRRIGATION SUPPLIES FOR BEE BRANCH, 407.25; SITEONE LANDSCAPE SU, POD- Landscaping materials 05/06/26, 378.16; SIX SECONDS , Mentoring Activation Profiles fee, 800.00; SLAGER APPLIANCES ECOMM , Stove for Ops, 775.00; SLAGER APPLIANCES ECOMM , Tax Reimbursement, (50.70); SLIDEROOM , bs-I just saw this in Slideroom/jc Paid on my P-ca, 305.00; SLIDEROOM , Landfill Association Dues, 305.00; SLIDEROOM , slideroom code per nk 100-60-0000-50-520-6001-00-0, 2,360.00; SMARTSIGN, Asset Tags for IT equipment, 1,539.20; SMARTSIGN, residential parking passes *tax included - will be, 1,378.18; SMARTSIGN, Tax refund for Asset Tags for IT equipment, (100.70); SOCIETY FOR HUMAN RE, TAM Annual membership fee, 299.00; SOFTCHOICE CORPORATI, Microsoft licensing for our servers: Central Squar, 105,374.61; SOFTCHOICE CORPORATI, Softchoice Server Licenses, 96,159.20; SOUTHWES 5262147047587 , FLIGHT FOR LYTLE - THIS ONE WAS CANCELLED, 159.40; SOUTHWES 5262147047587 , Southwest Credit for flight cancellation, (159.40); SOUTHWES 5262147049893 , LYTLE FLIGHT TO CHICAGO, 224.40; SOUTHWES 5267492104357 , 10/21 CB Flight One way from Long Beach ICMA Conf, 223.20; SOUTHWES 5267492104873 , 10/15 CB Flight One way to Long Beach ICMA Conf, 213.40; SPAHN & ROSE LMBR YD #9 , building materials for lactation room, 758.41; SPAHN & ROSE LMBR YD #9 , Concrete Forms, 128.08; SPAHN & ROSE LMBR YD #9 , LUMBER FOR TRI-STATE VIEW ROOF PAVILION REPAIRS, 26.22; SPAHN & ROSE LMBR YD #9 , MATERIALS TO SECURE 1276 JACKSON, 28.01; SPAHN &

ROSE LMBR YD #9 , RETURNED LUMBER FOR TRI-STATE VIEW PAVILION REPAIR, (86.34); SPAHN & ROSE LMBR YD #9 , UNDERLAYMENT FOR TRI-STATE VIEW PAVILION ROOF REPA, 147.22; SPAHN & ROSE LMBR YD #9 , Westmore Dr, 266.07; SPAHN & ROSE LUMBER, SIDING FOR FLORA PAVILION, 1,013.04; SPAHN & ROSE LUMBER, TIF Spring 2026/FY26, 64,075.96; SPECIAL MARKETS INSU, AmeriCorps Member Health Insurance, 1,802.67; Specialized Petroleu, GARAGE - STOCK FUEL CLEANER/BRK SVC KIT - 4/30/26, 744.00; SPEEDWAY 44284 , NAPA Conf Detroit April 2026 Gas, 65.00; SPRING GREEN LAWN CA, WEED CONTROL, 85.30; SPRING GREEN LAWN CA, WEED CONTROL AT ALL VETERANS MEMORIAL PARK, 314.40; Springshare LLC, SMS messaging costs of notifications for patrons, 283.28; SQUARE INC, CHOKE KNOBS FOR SNOW BLOWERS, 14.86; SQUARE INC, City Life Program Food, 385.20; SQUARE INC, City Life Program Food-Hibachi Time, 485.00; SQUARE INC, City Life Program Food-Hot Diggity Dogz, 578.00; SQUARE INC, DC Congressional Stass, DOT, EPA Visit, 35.52; SQUARE INC, DC FlyIn Taxi, 65.43; SQUARE INC, diaphram kits for HPO sample pumps, 1,248.78; SQUARE INC, FIRE EQUIPMENT# - CABLE-TRACTION - 4/23/2026, 44.29; SQUARE INC, Meeting with Federal Legislators DC, 23.02; SQUARE INC, motor for c train 02 sample pump, 1,479.80; SQUARE INC, NATIVES FOR AY MCDONALD PARK, 141.24; SQUARE INC, Online FMLA Training for 7 personnel, 877.50; SQUARE INC, Online FMLA Training for BC Knepper, 97.50; SQUARE INC, PARTS TO REPAIR VACUUM HEAT FOR SLUDGE FILTER, 78.00; SQUARE INC, Preservation IA Piller Membership, 51.80; SQUARE INC, Preservation Iowa Membership for Chris Happ Olson, 51.80; SQUARE INC, Refund of Tax Charged, (6.70); SQUARE INC, REGISTRATION FOR 19 PARKS STAFF FOR PESTICIDE RECE, 855.00; SQUARE INC, registration for training, 1,811.00; SQUARE INC, Sainci A DC Taxi on 5/20/26 Meeting with Federal L, 9.08; SQUARE INC, Taxi - Airport to Hotel, 32.00; SQUARE INC, Tree Planted on hole #16, 102.45; SQUARE INC, WHEEL ASSEMBLY FOR SNOW BLOWER #1, 47.96; ST LUKES HEALTH - UN, MRO Drug Screen results - April 2026, 970.00; ST LUKES HEALTH - UN, MRO Drug Screen results - June 2026, 867.00; ST LUKES HEALTH - UN, MRO Drug Screen results - May 2026, 126.00; STACIE SHAPER, 2280 HOYT RL REIMBURSEMENT FOR PROPERTY SALE, 52.50; STANARD AND ASSOCIAT, Entry Level LE Officer selection test, 46.50; STANDARD INSURANCE C, FY26 Life Ins Prem Addtl Amt Due - April 2026, 169.50; STANDARD INSURANCE C, FY26 Life Ins Prem Addtl Amt Due - May 2026, 45.75; STAPLES 0401 , Binders Planning Office, 13.46; STAPLES 0401 , card stock for golf shop, 37.73; STAPLES 0401 , FILE FOLDERS, NOTE PADS FOR TREE CREW OFFICE, 56.12; STAPLES 0401 , HP Hi-Yield BL, 316.98; STAPLES 0401 , JOTC office supplies, 71.32; STAPLES 0401 , JOTC office supplies - clips, rubberbands, sharpie, 68.11; STAPLES 0401 , MISC OFFICE SUPPLIES FOR PARK PATROL-PAPERCLIPS, P, 18.85; STAPLES 0401 , Office Supplies, 154.94; STAPLES 0401 , Office Supplies - file box, 63.98; STAPLES 0401 , Office supplies for Talent Acquisition Manager, 121.71; STAPLES 0401 , Pool Program Supplies, 112.95; STAPLES 0401 , Supplies for office and commission, 53.45; STAPLES 0401 , Supplies-Leadership DiSC training & skill builder, 80.21; STAPLES 0401 , UNIT #130010 - FUEL (PAID BY NATE BEACH FOR FIRE A, 37.73; STAPLES ADVANTAGE, Binders and dividers for the commissioners and hig, 63.24; STAPLES ADVANTAGE, Office Supplies, 74.01; STAPLES ADVANTAGE, Office supplies04, 116.76; STAPLES ADVANTAGE, Paper for 911 in schools, 7.29; STARLINK INTERNET , Connection to

mini CRD in case of an emergency, 120.00; STARLINK INTERNET , for connection to mini CRD in case of an emergency, 55.00; STATE INDUSTRIAL PRO, degreaser for the maintenance shop, 294.76; STATE INDUSTRIAL PRO, new brake cleaner for the maintenance shop, 277.21; State of Iowa - Depa, Elevator Permits Fed Bldg, 625.00; State of Iowa - Depa, FY26 ANNUAL BOILER INSPECTION - ELM STREET, 80.00; State of Iowa - Depa, License blanks for food license, 66.68; State of Iowa - Depa, Yearly Inspections on Boilers, 405.00; STATE OF IOWA-PROFES, CPA License Renewal, 100.00; STAYBRIDGE SUITES , 3/25 Hotel stay for Dubuque Night in Des Moines, 147.68; STAYBRIDGE SUITES , Dubuque Night in Des Moines, 146.61; STEEL MART, METAL TO REPAIR HELICOPTER-VETS MEMORIAL, 23.94; STEEL MART, UNIT #3209 - STEEL - 3/26/2026, 430.85; STEEL MART, UNIT#4051 - ALUM ROD - 4/24/2026, 59.56; STEEL MART, UNIT#540018 - STEEL - 5/14/2026, 108.45; STEEL MART INC , Battery Ads and Storm Debris Ads, 19.55; STEEL MART INC , BLADE REPAIR FOR 1570 PLOW, 13.60; STEEL MART INC , flat plat for spacer at cedar street lift station, 151.12; STEEL MART INC , MATERIAL FOR LADDER SUPPORTS, 42.17; STEEL MART INC , MATERIAL TO REPAIR #2 SLAKER, 25.50; STEEL MART INC , METAL FOR 1570 BLADES & SHOP, 8.50; STEEL MART INC , METAL FOR 1570 PLOW BLADES REPAIRS, 24.12; STEEL MART INC , METAL FOR 1570 SNOW PLOW BLADE REPAIRS, 94.45; STEEL MART INC , METAL FOR EPP SIGNAGE, 13.60; STEEL MART INC , METAL FOR FREE LIBRARY AT RILEY PARK, 148.04; STEEL MART INC , METAL FOR MARSHALL PARK PLAYGROUND, 42.82; STEEL MART INC , METAL RETURNED -DIDN'T NEED, (7.50); STEEL MART INC , Square Tubing for Temp Pipe in Bldg 10, 88.00; STEEL MART INC , Steel, 790.64; STEEL MART INC , STEEL FOR EPP SIGNAGE, 201.32; STEEL MART INC , STEEL FOR SHOP PROJECTS, 7.50; STEEL MART INC , STEEL FOR SLUDGE FILTER, 122.04; STEEL MART INC , Street Lighting, 53.81; STEEL MART INC , TREAD FOR WOODEN STEPS AT BHGC ON COURSE, 19.55; STEEL MART INC , wall repair materials, 20.46; STEFFEN LAWN & SNOW, Lawn Mowing - City Owned Properties for 2024-2025, 2,376.00; Stephanie Lynne Lamb, AFTERSCHOOL SPORTS-TRACK, 250.00; Stephen J Butt, Butt Property Acquisition 2300 University SButt, 325,000.00; STEPHEN POREDA, Youth Summer Program, 600.00; STEVEN BUDUO, AOTR 2026-2027 Exhibiting Artist Air Garden II, 1,000.00; STEVES ACE HARDWARE, 540004# - THREAD TAPE, HEX BUSHING, CLOSE NIPPLE, 12.39; STEVES ACE HARDWARE, 6290 unit- Bar and Chain Oil 1 gal- receipt got we, 20.69; STEVES ACE HARDWARE, ADAPTER AND CLAMP FOR MURPHY PARK WATER ISSUE, 12.22; STEVES ACE HARDWARE, Anchors to mount signs on all stations, 16.98; STEVES ACE HARDWARE, Asphalt Tools, 41.36; STEVES ACE HARDWARE, batteries for the shop, 26.98; STEVES ACE HARDWARE, BLACK ADHESIVE FOR ALLISON HENDERSON PARK, 11.69; STEVES ACE HARDWARE, BLEACH, BRUSHES, HANDLE, GARDEN SPRAYER FOR MARSHA, 49.86; STEVES ACE HARDWARE, CABLE TIES FOR BRANCHING OUT DBQ PROJECT, 8.99; STEVES ACE HARDWARE, CAUTION TAPE, SCREWS, FOR TRUCK #4463, 28.23; STEVES ACE HARDWARE, central ramp - hp oil, clip tension, 24.56; STEVES ACE HARDWARE, COUPLING HARDWARE FOR REPAIRS AT PETRAKIS FIELD IR, 1.79;

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 514.49

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

STEVES ACE HARDWARE, custodial supplies, 35.98; STEVES ACE HARDWARE, FASTENERS FOR MILLWORK SIGN REPAIRS, 15.12; STEVES ACE HARDWARE, FASTENERS FOR SIGNAGE AND SHOP USE, 3.00; STEVES ACE HARDWARE, FASTENERS/SCREWS FOR MIRACLE LEAGUE, 24.00; STEVES ACE HARDWARE, Five Flags - bulb, safety glasses, 28.78; STEVES ACE HARDWARE, Flood Pumps, 80.98; STEVES ACE HARDWARE, GARAGE - SHOP TOOL- REDUC COUPLING 3/8" X 1/4", 13.12; STEVES ACE HARDWARE, Grass Seed for tore up landscaping, 8.63; STEVES ACE HARDWARE, HARDWARE FOR EPP FISH POND, 5.79; STEVES ACE HARDWARE, HARDWARE FOR MARSHALL PARK, 1.78; STEVES ACE HARDWARE, Hazmat leak containment prop, 18.87; STEVES ACE HARDWARE, HEATING ELEMENT FOR WATER HEATER FOR CONCESSION AR, 16.19; STEVES ACE HARDWARE, HOSE AND TIMER FOR EPP FISH POND, 71.47; STEVES ACE HARDWARE, hose clamp/dipped glovs for Intermodal Facility, 10.42; STEVES ACE HARDWARE, HQ - can opener, flex seal, double hooks, maintena, 60.25; STEVES ACE HARDWARE, HQ - returned Elec Can Opener, (25.19); STEVES ACE HARDWARE, KEY BOX FOR MECHANIC SHOP, 15.46; STEVES ACE HARDWARE, Landscape for Building, 1,841.41; STEVES ACE HARDWARE, LIGHT BULBS AND LAMPHOLDER FOR COLLEGE TOWER BUILD, 24.28; STEVES ACE HARDWARE, LYSOL, FLOOR SQUEEGE FOR PARK RESTROOM CLEANING/#4, 30.65; STEVES ACE HARDWARE, MARKING PAINT FOR MISC PROJECTS IN PARKS, 8.99; STEVES ACE HARDWARE, MATERIAL FOR MIU WIRE REPAIRS, 8.99; STEVES ACE HARDWARE, MATERIAL TO MOVE ANTENNAS OFF OF ROOF FOR WATER TR, 17.94; STEVES ACE HARDWARE, MISC HARDWARE FOR EPP WATER LINE REPAIRS, 49.98; STEVES ACE HARDWARE, MISC HARDWARE FOR EPP WATER REPAIRS, 36.51; STEVES ACE HARDWARE, MISC HARDWARE FOR MARSHALL PARK MEMORIAL REPAIRS, 17.62; STEVES ACE HARDWARE, MISC HARDWARE FOR MURPHY PARK WATER REPAIRS, 14.37; STEVES ACE HARDWARE, MISC HARDWARE FOR SINK AT BENNETT PAVILION-MURPHY, 17.62; STEVES ACE HARDWARE, MISC PLUMBING SUPPLIES FOR CITY HALL IRRIGATION RE, 42.92; STEVES ACE HARDWARE, MISC SUPPLIES FOR MARSHALL PARK POND, 37.57; STEVES ACE HARDWARE, Pad locks, 8.63; STEVES ACE HARDWARE, PAINT SCRAPERS FOR PIPES AT WATER TREATMENT PLANT, 44.95; STEVES ACE HARDWARE, Parts for POD Irrigation system, 42.58; STEVES ACE HARDWARE, Parts for Port Irrigation system, 5.55; STEVES ACE HARDWARE, POD Ramp - ball fip, elbow, nipple, 23.91; STEVES ACE HARDWARE, PVC CEMENT FOR CHLORINE TANK, 13.49; STEVES ACE HARDWARE, RESTROOM REPAIR PARTS AT COMISKEY PARK, 31.25; STEVES ACE HARDWARE, RODENT CONTROL BAIT FOR MCALEECE, 8.63; STEVES ACE HARDWARE, ROPE FOR HOCKEY NETS AT ALISON HENDERSON & RETURNE, 9.90; STEVES ACE HARDWARE, ROPE FOR NEW HOCKY NETS FOR ALISON HENDERSON, 10.78; STEVES ACE HARDWARE, Screws, 5.37; STEVES ACE HARDWARE, SCREWS FOR UV FILTER AT SUTTON POOL, 5.37; STEVES ACE HARDWARE, Screws to mount smoke detectors, 7.19; STEVES ACE HARDWARE, Sewer Equipment, 26.07; STEVES ACE HARDWARE, Sewer Tools/ Equipment, 3.75; STEVES ACE HARDWARE, SHELF BRACKETS FOR MOUNTING/SUPPORTING UPS AT W. 3, 7.18; STEVES ACE HARDWARE, shop supplies - beam clamp, 5.38; STEVES ACE HARDWARE, shop supplies - cable ties, 34.17; STEVES ACE HARDWARE, shop supplies - spackly, wall scraper, 15.28; STEVES ACE HARDWARE, SOCKET WRENCH FOR HEATER ELEMENT FOR WATER HEATER, 10.79; STEVES ACE HARDWARE, SOIL FOR STUMP FILLING, 25.14; STEVES ACE HARDWARE, ST3 - 2 bottles of chainsaw bar oil, 19.98; STEVES ACE HARDWARE, ST3 - Garden hose nozzle; batteries, 24.28; STEVES ACE HARDWARE, ST6 - air freshener; shop vac bags;

shower cleaner, 43.69; STEVES ACE HARDWARE, ST6 - light bulbs and cleaning supplies, 47.46; STEVES ACE HARDWARE, STRIPPERS FOR METER REPAIRS, 15.29; STEVES ACE HARDWARE, SUPER GLUE, KEY RING FOR LINE TRIMMER, 26.95; STEVES ACE HARDWARE, supplies - paint marker, 8.26; STEVES ACE HARDWARE, supplies for project on bluff loras, 33.25; STEVES ACE HARDWARE, supplies for work truck, 24.29; STEVES ACE HARDWARE, TEST PLUGS FOR MARSHAL PARK POND, 27.32; STEVES ACE HARDWARE, TIMER FOR SPRINKLER AT EPP, 40.49; STEVES ACE HARDWARE, TIRE GAUGE WITH HOSE FOR MOWER CREW, 17.99; STEVES ACE HARDWARE, TOP SOIL FOR TREE AREAS, 17.96; STEVES ACE HARDWARE, TOPSOIL FOR SUNKEN RIGHT OF WAY AT DANIELS ST, 21.55; STEVES ACE HARDWARE, training supplies - firearms, 37.24; STEVES ACE HARDWARE, Truck 460001 - bolt eye, bungee cord, fasteners, 21.96; STEVES ACE HARDWARE, Unit 3201 Tools, 125.02; STONE HOLLOW, Boarding for Axle, 240.00; STRAND ASSOCIATES IN, 42-Inch Force Main Stabilization Proj, 942.42; STRAND ASSOCIATES IN, Consultant Services for Terminal Pumping Station, 87,350.00; STRAND ASSOCIATES IN, Granger Creek Pumping Station Design, 759.56; STRAND ASSOCIATES IN, Old Mill Rd Pumping Station, 69,953.64; STRAND ASSOCIATES IN, Phase I 2025 MCC & PLC Upgrades-25-11 1154.124, 2,000.00; STRAND ASSOCIATES IN, PRELIMINARY DESIGN-EXTERIOR WALL, 4,877.96; STRAND ASSOCIATES IN, Ruby Sutton Second Floor Structural Engineering, 818.32; STRAND ASSOCIATES IN, SCADA Computer Upgrade for BB Station and Sanitary, 5,100.00; STRAND ASSOCIATES IN, SCADA Consulting Svces - Tsk 26-02, Pro 1154.053, 1,517.59; STRAND ASSOCIATES IN, Schmitt Island Sanitary Project, 560.42; STRAND ASSOCIATES IN, Strand Task Order 26-07_17th W Locust FEMA BRIC, 34,911.70; STRAND ASSOCIATES IN, Strand Task Order 26-08_17th RR Culvert Crossing 1, 6,705.20; STRAND ASSOCIATES IN, WELL NO. 11 SOURCE WATER-CONSULTANT SVCS, 1,704.00; STRAND ASSOCIATES IN, WRRC Assistance - Post 12/4/24 Event, 289.94; STRAND ASSOCIATES IN, WRRC Drying Pad & Cost to Treat Analysis, 584.32; STRAND ASSOCIATES IN, WRRC Facility Plan Update-Tsk 25-14, Proj 1154-139, 3,907.04; STRAND ASSOCIATES IN, WRRC On Call Services - Task 26-01, Proj 1154.085, 3,410.99; STRAND ASSOCIATES IN, WRRC SCADA Set Up/On Demand Svcs-FY25-26, 980.34; STRAND ASSOCIATES IN, WTP & Water Dist.Sys SCADA Upgrade, 6,800.00; STREICHERS INC, 40mm Projectile Training Rounds, 2,680.20; STREICHERS INC, 40mm Projectile Training Rounds-Impact Sponge, 939.74; STREICHERS INC, cleaning kit patrol, 125.39; STRYKER SALES CORP SAP, EMS Supplies, 514.00; Subsurface Solutions, Radio detection Unit, 11,779.65; SUBWAY 263 , AmeriCorps Orientation Meal, 142.35; SUNBELT RENTALS #4205 , AERATOR RENTAL FOR WASHINGTON AND JACKSON PARKS, 289.07; SUNBELT RENTALS #4205 , equipment rental, 331.03; SUNBELT RENTALS #4205 , refund sales tax for equip rental, (15.11); SUNBELT RENTALS #4205 , RENTAL EQUIPMENT PRICES ADJUSTED DUE TO TAX, (17.45); SUNNYCREST MANOR, Franchise Fee FY26, 4,217.22; SUPERION, LLC, Annual Subscription Mobile Base/Mapping, 485.97; SUPERION, LLC, Billable Travel for Training on New RMS, 2,155.65; SUPERIOR WELDING SUP, Compressed Gas, 90.61; SUPERIOR WELDING SUP, GARAGE - CYLINDER RENTAL - APRIL 2026, 119.00; SUPERIOR WELDING SUP, GARAGE - CYLINDER RENTAL - March 2026, 119.00; SUPERIOR WELDING SUP, GARAGE - CYLINDER RENTAL - MAY 2026, 119.00; SUPERIOR WELDING SUP, GARAGE - SERVICE CHARGE - 4/30/2026, 3.42; SUPERIOR WELDING SUP, GARAGE - SHOP SUPPLIES - 3/23/2026, 109.03; SUPERIOR WELDING SUP, GARAGE - SHOP TOOLS REPAIR- 4/27/2026,

4.96; SUPERIOR WELDING SUP, GARAGE - SHOP USE - 5/15/2026, 302.49; SUPERIOR WELDING SUP, Safety Glasses, 217.79; SUPERIOR WELDING SUP, UNIT #4051 - BRUSH,RODS, TUNGSTEN - 4/27/2026, 112.51; SUPERIOR WELDING SUP, WELDER TIP FOR MECHANIC SHOP, 84.00; SUPERIOR WELDING SUP, Wire, 222.20; Susan J.M. Bauman, PW- Job Posting Grievance 03/25/26, 1,102.50; SUSAN M KELLY, AFTERSCHOOL SPORTS-TRACK, 330.00; SUSAN M STOPPELMOOR, FY26 RECREATION CLASS INSTRUCTOR, 887.00; SUSTAINABLE STRATEGI, Professional strategic funding services-grant writ, 14,500.00; SWANK MOTION PICTURE, license to show Marty Supreme I8X17N4N3C, 125.00; SWANK MOTION PICTURE, Movie screening of If I had Legs I'd Kick You I89R, 125.00; Switch Development, TIF Spring 2026/FY26, 12,599.53; TANDEM TIRE & AUTO S, 1914# - ALIGNMENT, 163.23; TANDEM TIRE & AUTO S, New tires, 1,067.08; TANDEM TIRE & AUTO S, new tires for generators for lift stations, 418.18; TANDEM TIRE & AUTO S, TUBE FOR TIRE, 24.72; TANDEM TIRE & AUTO S, VEHICLE REPAIR FOR FSS CLIENT, 2,367.14; TANGELA SNEAD, 492 W LOCUST NOW OWNER OCCUPIED REIMBURSEMENT, 60.00; TARGET 00000869, After School Programs, 188.91; TARGET 00000869, FIRST AID SUPPLIES FOR STAFF FOR BRANCHING OUT DBQ, 64.42; TARGET 00000869, mocktails for inspire your shelf party 5/26/26, 187.59; TARGET 00000869, Office Supplies, 4.98; TARGET 00000869, snacks for 4/21 program 4/20/2026, 99.48; TARGET 00000869, ST4 - kitchen utensils, pans, 77.97; TARGET 00000869, ST5- Frying pans, 55.48; TARGET 00000869, water, candy for library program, events 5/13/26, 335.91; TARGET T-0086 , Youth Sports, 61.28; TARPOMATIC INC, Unit 3458 new battery box and lid, 1,275.85; TC SouthAtlantic, GARAGE - STOCK AFTERTREATMENT RESTORER - 4/8/2026, 1,975.00; TECHSOUP , Office standard licenses for staff workstations, 625.00; TECHSOUP , Professional education CZUYYPTK-0001, 10.00; TELEDYNE INSTRUMENTS, inplant sampler parts for enviromental sampling, 2,065.00; TELEFLEX LLC , EZ-IO Power Driver, 299.00; TELEGRAPH HERALD, Ad 1/4 pg Pet Licensing in TH Main News, 949.00; TELEGRAPH HERALD, Ad in TH Vacationland Dubuque Attractions, 500.00; TELEGRAPH HERALD, CCR Publishing Fee, 500.39; TELEGRAPH HERALD, Citizen Participation Plan Amendment_FY2026 Notice, 58.98; TELEGRAPH HERALD, City Salary ad for 2025, 641.82; TELEGRAPH HERALD, Notice - Taxiway A Phase 4, 36.21; TELEGRAPH HERALD, Notices - GA Apron Phase 2 and TSA Lease, 58.40; TELEGRAPH HERALD, Publication Expenses, 4,404.98; TELEGRAPH HERALD, TH NOTICES FOR SWALVE, 229.46; Telos Corporation, Blanket Purchase Order - Fingerprinting, 447.00; TEMPERLEY EXCAVATING, Ambassador Court Storm Sewer Replacement Project, 62,419.92; TEQUIPMENT , REPLACEMENT FILTERS FOR THELAB DEIONIZED WATER STA, 816.14; TERMINAL SUPPLY, GARAGE - BIN FILL - 4/16/2026, 289.00; TERMINAL SUPPLY, GARAGE - BIN FILL -5/28/2026, 782.24; TERMINAL SUPPLY, GARAGE - SHOP SUPPLIES - 5/1/2026, 905.20; TERMINAL SUPPLY COMPANY , CABLE TIES FOR MECHANIC SHOP, 63.15; TERRACON CONSULTANTS, Catfish Creek Interceptor Middle Fork Phase 3, 5,983.75; TERRACON CONSULTANTS, Catfish Creek Interceptor South Fork Phase 4, 29,830.00; TERRACON CONSULTANTS, Terracon Task Order Amphitheater, 831.46; TH MEDIA , McAleece Concessions, 4.79; THE BATTERY CENTER, batteries for UPS bldg 75 - receipt does not match, 484.93; THE BATTERY CENTER, JOTC - floor sweeper - Battery, 311.20; THE BATTERY CENTER, Repl batteries SCC 70 UPS - total does not match d, 140.89; THE CALICO BEAN MARKET L , summer reading prizes 6/18/2026, 75.23; THE CINCINNATI INSUR, 1775

Washington; Herrig, Collin_property insurance, 3,107.00; THE FISCHER COMPANIE, Annual Parking for Human Rights 2 Spots at MFC Lot, 160.00; THE FISCHER COMPANIE, FY26 Parking, 160.00; THE FISCHER COMPANIE, FY26 Parking Althoff, AC, Link, Murphy - Blanket, 480.00; THE FISCHER COMPANIE, July Parking for Human Rights-2 Spots at MFC Lot, 80.00; THE FISCHER COMPANIE, Monthly parking space fee for Iowa St lot, 40.00; THE FISCHER COMPANIE, Monthly parking space fee in Iowa St lot Media Ser, 40.00; THE FISCHER COMPANIE, Parking for IT - 2 spaces at Annex, 160.00; THE FISCHER COMPANIE, Parking for IT _2 spaces at Annex_FY27, 80.00; THE FISCHER COMPANIE, Parking Rent (05/2026), 120.00; THE FISCHER COMPANIE, Parking Rent (06/2026), 120.00; THE FISCHER COMPANIE, Rental - Land/Bldgs/Parking-Monthly parking space, 40.00; THE FISCHER COMPANIE, TIF Spring 2026/FY26 Plastic Center - Betty Block, 4,676.78; The Home City Ice Co, 7 lb bagged ice, 214.00; The Home City Ice Co, Bags of Ice, 485.92; The Home City Ice Co, Ice for FBO, 477.92; THE LOCKSMITH EXPRES, Central Ramp Service and Labor to Combo Lock, 150.00; THE LOCKSMITH EXPRES, CLIENT NEEDED SERVICE TO UNLOCK CAR, 55.00; THE LOCKSMITH EXPRES, Enter home - other professional service, 50.00; THE LOCKSMITH EXPRES, Install Locks on 1428 Iowa, 245.00; THE LOCKSMITH EXPRES, Install Locks on 357 E 16TH, 157.50; THE LOCKSMITH EXPRES, Install Locks on 632 W 8TH, 130.00; THE LOCKSMITH EXPRES, key 188468, 2.00; THE LOCKSMITH EXPRES, keys 188196, 18.00; THE LOCKSMITH EXPRES, keys 188939, 4.00; THE LOCKSMITH EXPRES, KEYS FOR MIRACLE LEAGUE, 25.50; THE LOCKSMITH EXPRES, LABOR TO REMOVE KEY FOR GOLF COURSE TRACTOR, 6.00; THE LOCKSMITH EXPRES, LF keys- KSCH 1145-HNBL- DND, 7.50; THE LOCKSMITH EXPRES, LOCKS AND KEYS FOR PARKS, 195.50; THE LOCKSMITH EXPRES, LOCKS FOR THE MARINA, 127.50; THE LOCKSMITH EXPRES, MSC-Fix door to Water dept, 90.00; THE LOCKSMITH EXPRES, Stamped Key, 14.25; THE METRIX COMPANY, Franchise Fee FY26, 414.88; THE PAINTER LADY LLC, The Painter Lady- Cabinets, office walls, 2,060.00; THE POND GUY INC , Fish Food and Pond Plants, 436.15; THE POND GUY INC , Refund Fish Food, (27.23); THE SAINT PAUL HOTEL -, Upper Midwest Employment Law Institute - St. Paul,, 724.25; THE SHERWIN-WILLIAMS COMP , painting supplies, 46.00; THE UPS STORE 3078 , Equipment Return - wrong sized wheels - Shipping C, 15.16; THE UPS STORE 3078 , GARAGE - TOOL REPAIR, 28.41; THE UPS STORE 3078 , postage, 52.12; THE UPS STORE 3078 , Shipping, 21.97; THE UPS STORE 3078 , shipping for traffic parts, 251.75; THE UPS STORE 3078 , Shipping of Old AEPs for Trade, 35.72; THE WATERWAYS JOURNA, ADVERTISING FOR POD MARINA, 940.00; THE WEBSTAURANT STOR, 4 wheel Hydraulic Cylinder Pedalift - Oxygen tank, 2,004.45; THE WEBSTAURANT STOR, Oxygen tank lifts, 5,592.87; THE WEBSTAURANT STOR, Returned oxygen tank lift - needed tax reimbursed, (2,004.45); THE WEBSTAURANT STOR, WATER FILTERS FOR WATER MACHINE, 219.98; THEEVENTSCAL*PLUGINS , Events calenger plugin for website, tax refund pen, 316.94; THEIACP , IACP membership dues, 220.00; THEIACP , Membership dues for IACP, 85.00; THEISENS.COM , Boots, 123.33; THEISENSHOMEFARMAUTODBQ , Sustainability Prog Materials, 95.92; THEISENSHOMEFARMAUTODBQ , 3212# - 5 gallon cooler, 61pc Lowpro Mechanics Too, 29.98; THEISENSHOMEFARMAUTODBQ , 3225 unit parts assry plug, 9.99; THEISENSHOMEFARMAUTODBQ , 4050- Rachet straps, Pledge, and grease gun, 49.97; THEISENSHOMEFARMAUTODBQ , Ammunition, 39.99; THEISENSHOMEFARMAUTODBQ , Battery, 39.98;

THEISENSHOMEFARMAUTODBQ , BUSHING FOR AGRIFAB PULL BEHIND SPREADER, 11.42; THEISENSHOMEFARMAUTODBQ , CABLE TIES AND TIRE PRESSURE FOR TRUCK #4408, 19.98; THEISENSHOMEFARMAUTODBQ , CAULK/SEALANT FOR REC ROLL TRAILER VENT, 23.97; THEISENSHOMEFARMAUTODBQ , CHAPS FOR WEED WHIPPING (PPE), 96.99; THEISENSHOMEFARMAUTODBQ , CLORAX WIPES FOR GREENHOUSE AND TORCH AND WEED CON, 59.96; THEISENSHOMEFARMAUTODBQ , CREDIT FOR PAIN SCRAPERS-WENT TO ACE HARDWARE FOR, (29.98); THEISENSHOMEFARMAUTODBQ , Degreaser for shop wash bay, 39.98; THEISENSHOMEFARMAUTODBQ , desk calendars for the admin office/filter for bld, 4.99; THEISENSHOMEFARMAUTODBQ , DIESEL FLUID AND OIL ABSORBANT, 100.89; THEISENSHOMEFARMAUTODBQ , DIESEL FLUID, BLOW GUN NOZZLE, BATTERY FOR MECHANI, 50.94; THEISENSHOMEFARMAUTODBQ , FIBER PATCH CORD TO CONNECT STATIONS BACK TO THE P, 9.99; THEISENSHOMEFARMAUTODBQ , flashlight and batteries, 39.98; THEISENSHOMEFARMAUTODBQ , fuel hose and pump for tank, 854.46; THEISENSHOMEFARMAUTODBQ , Fuel Island Materials- rachet straps for new carts, 14.99; THEISENSHOMEFARMAUTODBQ , GALVENIZED FENCING FOR TREE PROTECTION, 219.98; THEISENSHOMEFARMAUTODBQ , Gloves, 20.97; THEISENSHOMEFARMAUTODBQ , Gloves and diesel def fluid, 87.91; THEISENSHOMEFARMAUTODBQ , GLOVES FOR #4436 PAULS TRUCK, 9.99; THEISENSHOMEFARMAUTODBQ , GLOVES, & HAND HELD SPREADER FOR GREENHOUSE, 61.96; THEISENSHOMEFARMAUTODBQ , GREASE AND WINDSHIELD SOLVENT FOR SHOP, 57.60; THEISENSHOMEFARMAUTODBQ , harness strap for weedeater - JOTC, 33.99; THEISENSHOMEFARMAUTODBQ , HITCH PIN FOR GATOR AT VETS, 5.99; THEISENSHOMEFARMAUTODBQ , HOSE FOR FUEL TANK#4475, 39.99; THEISENSHOMEFARMAUTODBQ , Key for shed, hose reel, fertilizer for spring bul, 18.97; THEISENSHOMEFARMAUTODBQ , Machine Equipment Maintenance, 18.23; THEISENSHOMEFARMAUTODBQ , Machine Equipment Maintenance Parts, 12.58; THEISENSHOMEFARMAUTODBQ , Machine Equipment Maintenance Return, (0.53); THEISENSHOMEFARMAUTODBQ , Maint - Parking Supplies-mallet, seafoam, wire, 26.97; THEISENSHOMEFARMAUTODBQ , MARKING PAINT, CLEANING SUPPLIES, REPLACE BROKEN S, 90.42; THEISENSHOMEFARMAUTODBQ , Materials for fuel island, 99.93; THEISENSHOMEFARMAUTODBQ , Materials for storm clean up, 261.95; THEISENSHOMEFARMAUTODBQ , MISC SUPPLIES FOR BRANCHING OUT DBQ FOR TREES, 223.95; THEISENSHOMEFARMAUTODBQ , Mud Boots - Safety Equipment, 19.99; THEISENSHOMEFARMAUTODBQ , Murphy dues. IAEM-USA, 199.00; THEISENSHOMEFARMAUTODBQ , NETTING FOR BEAVER CONTROL AT BEE BRANCH, 52.99; THEISENSHOMEFARMAUTODBQ , paint for sidewalk inspection, 59.94; THEISENSHOMEFARMAUTODBQ , paint for sidewalk inspections, 64.14; THEISENSHOMEFARMAUTODBQ , PAINT SCRAPERS FOR PIPES AT WATER TREATMENT PLANT, 29.98; THEISENSHOMEFARMAUTODBQ , pants for Devin, 174.93; THEISENSHOMEFARMAUTODBQ , PLANT FOOD FOR MILLWORK BASKETS, 69.98; THEISENSHOMEFARMAUTODBQ , PRESSURE SWITCH FOR EPP AIR COMPRESSOR, 20.99; THEISENSHOMEFARMAUTODBQ , program supplies, 99.99; THEISENSHOMEFARMAUTODBQ , Property Maintenance, 14.99; THEISENSHOMEFARMAUTODBQ , PRUNERS FOR USE ON AREAS FOR MOWER CREW, 19.99; THEISENS-HOMEFARMAUTODBQ, return sales tax, (64.14); THEISENSHOMEFARM AUTODBQ, RETURNED TUBE FOR MECHANIC SHOP-DIDN'T WORK, (9.99); THEISENSHOMEFARM AUTODBQ, ROLLER COVER AND EXTENSION POLE FOR #4428 DECK, 12.97; THEISENSHOMEFARMAUTODBQ, ROUNDUP, PAINTBRUSH, HERBICIDE FOR WATER TREATMENT, 44.94; THEISENSHOMEFARM AUTODBQ, safety apparel, 29.99; THEISENSHOMEFARMAUTODBQ , safety boots,

286.97; THEISENSHOMEFARMAUTODBQ , SAFETY WORK BOOTS, 229.99; THEISENSHOMEFARMAUTODBQ , SANDING DISKS FOR MILLWORK FURNITURE REPAIRS, 6.99; THEISENSHOMEFARMAUTODBQ , SEALANT FOR SHOP AND KEY FOR TOLL BOX, 9.98; THEISENSHOMEFARMAUTODBQ , Seed spreader for grass seed, 36.99; THEISENSHOMEFARMAUTODBQ , Shop Supplies, 35.53; THEISENSHOMEFARMAUTODBQ , Sidewalk inspection paint, 119.88; THEISENSHOMEFARMAUTODBQ , sidewalk paint, 189.81; THEISENSHOMEFARMAUTODBQ , Signs- materials conduit, 11.98; THEISENSHOMEFARMAUTODBQ , SOFTENER SALT FOR CHLORINE ANALYZERS (CL2), 388.43; THEISENSHOMEFARMAUTODBQ , SPRAY PAINT-WHITE FOR TREE CREW SHOP, 39.96; THEISENSHOMEFARMAUTODBQ , ST4 - brake cleaner; air gauge, blow gun, air chuc, 70.45; THEISENSHOMEFARMAUTODBQ , ST4 - measuring cup, 4.19; THEISENSHOMEFARMAUTODBQ , St4 - Mixed gas for saws and degreaser to clean to, 52.96; THEISENSHOMEFARMAUTODBQ , ST4 - screws, drill bit, etc. to hang workout mirr, 19.57; THEISENSHOMEFARMAUTODBQ , ST4- grease gun, tape measure, fan, repair kit for, 133.94; THEISENSHOMEFARMAUTODBQ , ST5 - detergent and dish soap, 16.98; THEISENSHOMEFARMAUTODBQ , ST5 - dishwasher pods, 27.98; THEISENSHOMEFARMAUTODBQ , ST5 - mixed gas for leaf blower on E5, 17.98; THEISENSHOMEFARMAUTODBQ , ST5 - replaced battery damaged at landfill fire, 199.00; THEISENSHOMEFARMAUTODBQ , STRAW FOR GRASS SEED COVER AT EPP, 19.98; THEISENSHOMEFARMAUTODBQ , STRAWBERRIES FOR BEE BRANCH PLANTING, 35.97; THEISENSHOMEFARMAUTODBQ , Street Signs, 69.97; THEISENSHOMEFARMAUTODBQ , Supplies for Kids Camp, 269.70; THEISENSHOMEFARMAUTODBQ , tennant supplies - container, grease, sea foam, 44.46; THEISENSHOMEFARMAUTODBQ , TOW STRAPS FOR TRAILER, 46.97; THEISENSHOMEFARMAUTODBQ , TUBE AND LUBE CHAIN FOR MECHANIC SHOP, 29.95; THEISENSHOMEFARMAUTODBQ , Twine for Yard Waste Bundles, 49.99; THEISENSHOMEFARMAUTODBQ , Unit 3286 parts, 9.98; THEISENSHOMEFARMAUTODBQ , Unit 4001, 19.99; THEISENSHOMEFARMAUTODBQ , WEED KILLER FOR BEE BRANCH, 83.98; THEISENSHOMEFARMAUTODBQ , wiper blades for trucks, 78.95; THEISENSHOMEFARMAUTODBQ , Youth Sports, 20.97; THERESE H GOODMANN, Strategic partnerships with federal agencies 2025, 3,333.33; THERESE H GOODMANN, Strategic partnerships with federal agencies April, 3,333.33; THOMPSON TIRE & RETR, 2618# - TIRES - 6/9/2026, 3,913.92; THOMPSON TIRE & RETR, GARAGE - BIN FILL - 4/18/26, 200.07; THOMPSON TIRE & RETR, GARAGE - STATEMENT RECONCILIATION - 03/31/2026, 2,167.92; THOMPSON TIRE & RETR, GARAGE - STATEMENT RECONCILIATION (2) - 03/31/2026, 273.16; THOMPSON TIRE & RETR, GARAGE - STOCK - POLICE - 4/18/2026, 2,384.00; THOMPSON TIRE & RETR, Tractor Tire, 568.00; THOMPSON TIRE & RETR, UNIT #0903 - TIRES - 4/22/2026, 269.26; THOMPSON TIRE & RETR, UNIT #130010 - TIRE SERVICE - 4/28/2026, 684.05; THOMPSON TIRE & RETR, UNIT #130010 - TIRE SERVICE - 4/30/2026, 375.65; THOMPSON TIRE & RETR, UNIT #1914 - TIRE SERVICE - 5/15/2026, 231.00; THOMPSON TIRE & RETR, UNIT #1914 - TIRE SERVICE - 5/28/2026, 729.30; THOMPSON TIRE & RETR, UNIT #1941- Tire Repair 04/16/26, 60.00; THOMPSON TIRE & RETR, UNIT #3101 - TIRE - 4/30/2026, 219.72; THOMPSON TIRE & RETR, UNIT #3201 - TIRE SERVICE - 4/17/26, 396.00; THOMPSON TIRE & RETR, UNIT #3201 - TIRE SERVICE - 4/30/2026, 544.00; THOMPSON TIRE & RETR, UNIT #3201 - TIRE SERVICE - 5/12/2026, 296.00; THOMPSON TIRE & RETR, UNIT #3207 - TIRE SERVICE - 4/17/2026, 1,164.00; THOMPSON TIRE & RETR, UNIT #3223 - TIRE SERVICE - 5/12/2026, 715.74; THOMPSON TIRE & RETR, UNIT #323 -

TIRE SERVICE - 5/12/2026, 984.00; THOMPSON TIRE & RETR, UNIT #3404 - TIRE SERVICE - 5/29/2026, 2,460.54; THOMPSON TIRE & RETR, UNIT #3417- TIRE SERVICE - 4/30/2026, 243.00; THOMPSON TIRE & RETR, UNIT #4034 Tires Repairs 4/16/26, 192.00; THOMPSON TIRE & RETR, UNIT #4929 - TIRE SERVICE - 5/15/2026, 35.50; THOMPSON TIRE & RETR, UNIT #4940 - TIRE SERVICE - 5/29/2026, 35.50; THOMPSON TIRE & RETR, UNIT #540003- Tire Repairs 04/16/26, 1,494.54; THOMPSON TIRE & RETR, UNIT #54001 - TIRE SERVICE - 5/29/2026, 644.00; THOMPSON TIRE & RETR, UNIT #540010- Tire Repair 4/16/26, 2,114.00; THOMPSON TIRE & RETR, UNIT #540011 - TIRE SERVICE - 5/29/2026, 1,596.27; THOMPSON TIRE & SERVICE - , Brackets, 200.00; THOMPSON TIRE & SERVICE - , Drive Tires, 2,002.48; THOMPSON TIRE & SERVICE - , FLAT TIRE REPAIRS #1570 MOWER, 129.50; THOMPSON TIRE & SERVICE - , FLAT TIRE REPAIRS ON #4426, 38.00; THOMPSON TIRE & SERVICE - , PLUG INSTALLED W/PATCH ON #4463, 33.00; THOMPSON TIRE & SERVICE - , Repair Patch, 35.50; THOMPSON TIRE & SERVICE - , TIRE REPAIRS #4474, 126.50; THOMPSON TIRE & SERVICE - , TIRES FOR #1570, 122.25; THOMPSON TIRE & SERVICE - , TIRES FOR #1570 MOWER, 108.50; THOMPSON TIRE & SERVICE - , TIRES FOR #4433 AND #1570, 404.00; THOMPSON TIRE & SERVICE - , TIRES FOR 1570 MOWER, 114.50; THOMPSON TIRE & SERVICE - , TIRES FOR 4428 AND 4483, 589.50; THOMPSON TIRE & SERVICE - , TIRES FOR BEE BRANCH GATOR, 169.50; THOMPSON TIRE & SERVICE - , TIRES FOR REC ROLLER TRAILER, 592.00; THREE AMIGOS LLC, TIF Spring 2026/FY26, 6,190.89; THREE RIVERS FS INC, LF- #2 Dyed Diesel 04/16/26, 2,043.97; THREE RIVERS FS INC, LF- #2 Dyed Diesel 04/21/26, 4,112.33; THREE RIVERS FS INC, LF- #2 Dyed Diesel 04/23/26, 2,984.47; THREE RIVERS FS INC, LF- #2 Dyed Diesel 04/28/26, 3,269.07; THREE RIVERS FS INC, LF- #2 Dyed Diesel 04/30/26, 2,588.72; THREE RIVERS FS INC, LF- #2 Dyed Diesel 05/05/26, 4,192.82; THREE RIVERS FS INC, LF- #2 Dyed Diesel 05/07/26, 1,886.43; THREE RIVERS FS INC, LF- Diesel exhaust fluid bulk 06/17/26, 1,251.00; THREE RIVERS FS INC, LF- Diesel exhaust fluid bulk 4/20/26, 1,030.07; THREE RIVERS FS INC, LF- Gear Lube 5/11/26, 1,571.35; THREE RIVERS FS INC, LF- Green Power Fluid 4/27/26, 156.50; THREE RIVERS FS INC, LF- Spectra Lube Red 2 30TB CS, 141.00; THREE RIVERS FS INC, LF- Spectra Lube Red 2 30TB CS 5/8/26, 282.00; THREE RIVERS FS INC, LF- Spectra Lube Red 2 30TB CS 6/3/26, 410.16;

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 502.37

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

THREE RIVERS FS INC, LP TANK HOOK UP FOR MILLER RIVERVIEW, 102.68; THREE RIVERS FS INC, MSC- LP Gas 33# Cylinder 05/07/26, 43.65; THREE RIVERS FS INC, Propane Tank for Fork Truck, 43.65; TIM AND SHEILA MCCARTY, 1316 GARFIELD PROPERTY SOLD RL REIMBURSEMENT, 75.00; TIMOTHY J WITTSTOCK, Police Supplies, 239.96; TIMOTHY P GOTTSCHALK, SOFTBALL SCOREKEEPER AND OFFICIALS, 425.00; TM Inc, Mail Courier Service, 630.00; TOP GRADE EXCAVATING, Catherine St Storm Sewer Project, 159,277.31; TOP GRADE EXCAVATING, Detention Basin Utility Work Cedar Crest Ridge Lot, 5,401.40; TOP GRADE EXCAVATING, EMERGENCY WATER MAIN BREAK REPAIR, 6,479.05; TOP GRADE EXCAVATING, EMERGENCY WATERLINE REPAIRS AT MURPHY PARK, 3,586.05; TOP GRADE EXCAVATING, N. ENGLISH RD WATER MAIN EXTENSION PROJECT, 382,407.26; TOP GRADE EXCAVATING, Old Mill LS and FM Project Phase 2, 4,415,443.50; TOP GUN SPORTING GOODS, K9 Food, 298.70; TORO COMPANY, THE, IRRIGATION SOFTWARE SUPPORT-BUNKER GOLF, 2,820.00; TOTAL MAINTENANCE IN, Filters for RTUs, 1,179.64; TOWNSQUARE MEDIA LLC, Advertising, 3,290.26; TOWNSQUARE MEDIA LLC, Digital Ad Campaign Pet Licensing, 500.00; TOWNSQUARE MEDIA LLC, Digital Ad Pet Licensing Program, 500.00; TOWNSQUARE MEDIA LLC, Radio Ads for Seasonal Employee Recruitment, 600.00; TOYS DONE RIGHT, UNIT #0903 - SERVICE - BODY REPAIR - 4/20/2026, 3,470.00; TOYS DONE RIGHT, UNIT #130003 - SERVICE - 3/19/2026, 2,022.50; Toys for Trucks Inc, 0904# - TRUCK TOPPER LOCK CYLINDERS - 5/1/2026, 21.40; TRACY TORREY, 2558 ELM PROPERTY SALE RL REIMBURSEMENT, 150.00; TRADEWINDS ISLAND RESORTS , Hotel for travel for Vidl training, 466.69; Traffic Logix Corpor, traffic speed radar, 1,800.00; TRANSFIRST, Credit Card Fees, 586.35; TRANSFIRST, Intermodal Ramp CC Fees, 502.40; TRANSFIRST, Monthly CC Fees for Passport, 6,617.64; TRANSFIRST, Ramps CC Charges, 102.60; TRANSFIRST, UB/Parking Tickets CC Fees, 230.60; TREASURER STATE OF I, 40 hr course for KB, KZ, JC, 1,125.00; TREASURER STATE OF I, Firearms Instructor Course, 625.00; TREASURER STATE OF I, Metro Sales Tax FY26, 32,721.29; TREASURER STATE OF I, Parks and Recreation & Library Sales Tax FY26, 14,892.60; TREASURER STATE OF I, Patrol Rifle instructor course, 1,875.00; TREASURER STATE OF I, Patrol Rifle Instructor Renewal, 175.00; TREASURER STATE OF I, Utility Billing Sales Tax FY26, 250,769.89; TRI STATE INDUSTRIES, Franchise Fee FY26, 8,244.89; TRICON CONSTRUCTION, ESC permit refund, 285.00; TRICON CONSTRUCTION, Granger Creek Lift Station Improvements, 62,895.74; TRICON CONSTRUCTION, LF-Customer Convenience Center Project, 1,376,565.59; TRICON CONSTRUCTION, Old Mill Lift Station and Force Main, 830,809.93; TRISTA M DAVID, AFTERSCHOOL SPORTS-TRACK, 650.00; TRI-STATE INDUSTRIES, INC., REFUND-CK SENT TO WRONG VENDOR, 1,902.88; TRI-STATE PORTA POTTY INC, PORT-A POTTIES MAY 2026, 2,352.50; TRI-STATE PORTA POTTY INC, PORT-A-POTTIES FOR MAY 2026, 1,560.00; TRI-STATE PORTA POTTY INC, Rental of units for Landfill and Streets 5/02/26, 1,020.00; Tri-State Shred, Inc, On-Site Shredding by the Tote - Chavenelle, 280.25; TRUCK COUNTRY OF IOWA, 3403# - VALVE - 6/9/2026, 12.41; TRUCK COUNTRY OF IOWA, 3403# - BRAKE ADJUSTER - 6/9/2026, 593.64; TRUCK COUNTRY OF IOWA, 3403# - BUSHINGS/SEAL KIT, CHAMBER - 6/9/2026, 186.48; TRUCK COUNTRY OF IOWA, 3403# - CAMSHAFTS - 6/9/2026, 384.76; TRUCK COUNTRY OF IOWA, 3403# - GASKET, SEAL OIL,CHBR - 6/8/2026, 537.04; TRUCK COUNTRY OF IOWA, 3411# -

HEADLAMP - 6/17/2026, 603.76; TRUCK COUNTRY OF IOWA, GARAGE - STOCK - 4/16/2026, 598.00; TRUCK COUNTRY OF IOWA, GARAGE - STOCK FUEL FEED PUMP - 6/22/2026, 132.58; TRUCK COUNTRY OF IOWA, GARAGE - STOCK FILTER ELEMENTS - 6/19/2026, 307.24; TRUCK COUNTRY OF IOWA, GARAGE - STOCK FILTER, ABS - 6/17/2026, 179.83; TRUCK COUNTRY OF IOWA, GARAGE - TOOLS - 5/29/2026, 300.00; TRUCK COUNTRY OF IOWA, Garage- 20 CY Leach Alpha Rearload, 95,260.00; TRUCK COUNTRY OF IOWA, Garage- 2026 Freightliner M2, 130,995.00; TRUCK COUNTRY OF IOWA, STOCK - Filters, (64.80); TRUCK COUNTRY OF IOWA, UNIT #1916 - BATTERIES - 4/16/2026, 299.00; TRUCK COUNTRY OF IOWA, UNIT #1921 - BATTERIES, (64.80); TRUCK COUNTRY OF IOWA, UNIT #2680 - GASKET - 4/21/2026, 29.52; TRUCK COUNTRY OF IOWA, UNIT #3201 - SENSOR ABS KIT - 5/26/2026, 70.00; TRUCK COUNTRY OF IOWA, UNIT #3203 - ACTUATOR - 5/27/2026, 1,747.37; TRUCK COUNTRY OF IOWA, UNIT #3208 - HUB KIT & ASSEMBLY - 5/8/2026, 420.58; TRUCK COUNTRY OF IOWA, UNIT #3208 - STEERING SHAFT - 5/8/2026, 508.78; TRUCK COUNTRY OF IOWA, UNIT #3403- Sensor Nitrogen Oxide 4/16/26, 812.73; TRUCK COUNTRY OF IOWA, UNIT #3407 - SENSOR - 4/23/2026, 30.53; TRUCK COUNTRY OF IOWA, UNIT #3411 - GSKT,TUBE RTN/SUPPLY,CLUTCH - 4/21/26, 836.36; TRUCK COUNTRY OF IOWA, UNIT #3413 - FILL CAP - 4/20/2026, 11.09; TRUCK COUNTRY OF IOWA, UNIT #4915 - MUDFLAP - 4/29/2026, 79.35; TRUCK COUNTRY OF IOWA , SENSOR FOR #4431, 557.73; TRUCK COUNTRY OF IOWA , SENSORS FOR #4414, 557.73; TRUCK COUNTRY OF IOWA , Street Maintenance Materials, Small Tools and Safe, 119.76; TRUCK EQUIPMENT INC, 4008# - MOTOR, COUPLING - 5/29/2026, 1,389.15; TRUCK EQUIPMENT INC, 4008# - PARTS FOR MOTOR REPAIR - 6/2/2026, 1,320.01; TRUCK EQUIPMENT INC, 4008# & STOCK(X3) - WIDE SWEEP BROOM - 6/9/2026, 2,333.76; TRUCK EQUIPMENT INC, UNIT #4008 - Oil Filter 2/26/26, 253.52; TRUCK EQUIPMENT INC, UNIT #4008 - VARIOUS PARTS - 5/12/2026, 2,204.09; TRUCK EQUIPMENT INC, UNIT #4008 - WASHERS,BOLD,PLUG - 4/27/2026, 85.04; TRUCK EQUIPMENT INC, UNIT# 4008 Sweeper Truck Brushes, (3,085.92); TRUGREEN LIMITED PAR, FY26 Fed Bldg Lawn, 186.88; TRUPANION, K9 Insurance, 657.50; TRUPANION, K9 Insurance - April 206, 328.75; TSCHIGGFRIE EXCAVATI, FY26 As Needed Maintenance, 5,078.75; TSCHIGGFRIE EXCAVATI, Kerper Blvd Lift Station Replacement, 56,059.79; TST*BIRDS FOOD TRUCK, ST2 - Employee Appreciation meal for the FF's who, 40.00; TST*HAPPY JOES - DUBUQU , employee appreciation - pizza for employees, 371.46; TST*HAPPY JOES - DUBUQU, locate paint, 333.60; TST*HAPPY JOES - DUBUQU, Lunch during FMLA Law Online Class from 10:30 - 16, 77.66; TST*HAPPY JOES - DUBUQU, office supplies for the wrrc, 45.76; TST*HAPPY JOES - DUBUQU , ST3 - Employee Appreciation meal for the FF's who, 45.76; TST*MINDFUL BITES , City Life Program Food, 470.00; TST*MINDFUL BITES , HuddleUp Hour Catering 6/2/26, 103.68; TURNT KIDZ DANCE ORG, DANCE CLASS INSTRUCTOR PAYMENT, 280.00; TURPIN DODGE OF DUBU, 4910# - RADIATOR - 6/2/2026, 421.50; TURPIN DODGE OF DUBU, EMBLEM FOR #4434, 49.61; TURPIN DODGE OF DUBU, FUEL CAP FOR #4421, 33.75; TURPIN DODGE OF DUBU, KEY FOB FOR #8516, 326.20; TURPIN DODGE OF DUBU, UNIT #1914 - BAR-FRONTHOLD - 5/22/2026, 1,057.50; TURPIN DODGE OF DUBU, UNIT #1914 - BUSHING, CLUTCH, BOOSTER - 5/12/2026, 2,100.00; TURPIN DODGE OF DUBU, UNIT #1914 - DAMPER - 5/6/2026, 279.00; TURPIN DODGE OF DUBU, UNIT #1914 - GEAR-POWEHOLD - 5/20/2026, 1,327.50; TURPIN DODGE OF DUBU, UNIT #1914 -ARM,ROD,LINKHLD,NUT - 5/6/2026, 512.25; TURPIN DODGE OF DUBU, UNIT #2565 - THERMASTAT - 4/24/2026, 85.50; TURPIN DODGE OF

DUBU, UNIT #2702 - HINGES - 5/19/2026, 181.50; TWP*SUB85595028 , , 1.06; TWP*SUB85595028 , Monthly renewal of online newspaper to stay inform, 1.06; TWP*SUB85595028 , Monthly Renewal to online newspaper for informatio, 1.06; TYLER JENKINS, 1978 GRACE RENTAL LICENSE OVERPAYMENT, 22.50; TYLER TECHNOLOGIES, Tyler Payments, 30.00; TYLER TECHNOLOGIES, Tyler Technologies, 429,834.75; UBBEN BUILDING SUPPLY, lathe for survey team, 1,339.74; UBER *TRIP , 2 cycle oil for our hand held gas powered tools, 14.97; UBER *TRIP , Admin Meetings and Conferences, 41.16; UBER *TRIP , conference uber ride, 168.83; UBER *TRIP , DC Fly-In Uber, 82.97; UBER *TRIP, Tip for Tyler Connect 26 uber from airport to hote, 5.00; UBER *TRIP, Tip for Uber from airport to hotel for Catalis con, 10.00; UBER *TRIP, travel for work - Uber Charleston, SC, 23.79; UBER *TRIP , Travel from airport to hotel, 44.96; UBER *TRIP, Tyler Connect 26 uber from airport to hotel, 33.80; UBER *TRIP, uber fee, 52.10; UBER *TRIP, UBER FEE FOR TRAVEL FROM DALLAS AIRPORT TO THE WES, 46.72; UBER *TRIP, UBER FEE FROM WESTIN HOTEL TO DALLAS AIRPORT WHILE, 53.95; UBER *TRIP, UBER FOR FORT WORTH TRIP, 40.38; UBER *TRIP, Uber from airport to hotel for Catalis conference:, 48.96; UBER *TRIP, Uber from hotel to airport for Catalis conference:, 31.94; UBER *TRIP, uber ride, 20.97; UBER *TRIP , Uber ride from airport to Laserfiche Conference, 23.28; UBER *TRIP, Uber ride from Laserfiche Conference to airport, 24.96; UBER *TRIP, UBER TIP FROM WESTIN HOTEL TO DALLAS AIRPORT WHILE, 10.00; UBER *TRIP , Uber transportation charge at Public Health Conf o, 14.95; UBER *TRIP, Uber transportation charge credit, (14.95); UBER *TRIP , Uber trip from Airport to Hotel, 23.15; UBER *TRIP , Uber trip from Airport to Hotel - Tip, 5.00; UBER *TRIP HELP.UBER.COM, AmeriCorps National Service Conference Travel-uber, 32.95; ULINE INC, CASH REGISTER TAPE FOR TOLL BOOTH, 98.80; ULINE INC, Compost Buckets for PW Day, 1,033.18; ULINE INC, Evidende supplies, 391.10; ULINE INC, GARAGE - SHOP TOOLS - FORK EXTENSIONS, 423.35; ULINE INC, GLOVES/SAFETY GLASS WIPES FOR PARKS STAFF, 286.21; ULINE INC, Tac Equipment, 22.50; Unified Therapy Serv, 1015 Rockdale Rd-24 OAHMP Unified Therapy Services, 425.00; Unified Therapy Serv, 1053 Vernon - 24 OAHMP Unified Therapy Services, 450.00; Unified Therapy Serv, 1380 N Booth - 24 OAHMP Unified Therapy Services, 450.00; Unified Therapy Serv, 2061 Jeffrey - 24 OAHMP Unified Therapy Services, 450.00; Unified Therapy Serv, 2617 Van Buren - 24 OAHMP Unified Therapy Services, 450.00; Unified Therapy Serv, 300 Clarke Dr - 24 OAHMP Unified Therapy Services, 450.00; Unified Therapy Serv, 957 Edison - 24 OAHMP Unified Therapy Services, 425.00; Unified Therapy Serv, Four Wellness classes held at the library, 600.00; Uniform Den East, Uniforms for new hires, 4,217.25; UNION HOERMANN PRESS, City Services Guide 2026, 1,590.00; UNION HOERMANN PRESS, Franchise Fee FY26, 428.13; UNION HOERMANN PRESS, July / August City News, 2,573.75; UNION HOERMANN PRESS, Mailing/Printing May/June City News, 2,756.75; UNION HOERMANN PRESS, PRINTING OF CONSUMER CONFIDENCE REPORT, 640.00; UNION HOERMANN PRESS, Utility Bill Insert-Curbside Collections Reminder, 2,753.75; UNISON SOLUTIONS INC, Monthly Analysis Kit for H2S Testing, 550.00; UNITED 0162393961692 , Airfare for return flight from training, 333.20; UNITED 0162395729491, Airfare for Hazmat Conference, 194.40; UNITED 0162395729492, Airfare for Hazmat Conference, 194.40; UNITED 0162395729493, Airfare for

Hazmat Conference, 194.40; UNITED 0162395729494 , Airfare for Hazmat Conference, 194.40; UNITED 0162395729495, Airfare for Hazmat Conference, 194.40; UNITED 0162395729496, Airfare for Hazmat Conference, 194.40; UNITED 0162395729497, Airfare for Hazmat Conference, 194.40; UNITED 0162395732682, Airfare for Hazmat Conference, 144.40; UNITED 0162395732683 , Airfare for Hazmat Conference, 144.40; UNITED 0162395732684 , Airfare for Hazmat Conference, 144.40; UNITED 0162395732685 , Airfare for Hazmat Conference, 144.40; UNITED 0162395732686, Airfare for Hazmat Conference, 144.40; UNITED 0162395732687, Airfare for Hazmat Conference, 144.40; UNITED 0162395732688, Airfare for Hazmat Conference, 144.40; UNITED FIRE GROUP, Engineering Builders Risk Insurance, 13,881.00; United Leak Detectio, FLORA POOL LEAK DETECTION PROGRAM, 5,500.00; UNITED WAY SERVICES, United Way_FY26 Purchase of Services Agreement, 4,345.53; UNIVAR SOLUTIONS USA, FLUOROSILIC ACID FOR WATER TREATMENT (FLUORIDE), 7,679.00; UNIVERSITY OF DUBUQU, Franchise Fee FY26, 13,761.44; UNIVERSITY OF DUBUQU, LF (B)- Sustainability Coordinator Contract, 18,750.00; UNIVERSITY OF DUBUQU, SD Grant-Climate Festival on Campus 04/08/2026, 1,991.84; UPS* 1Z1Y7Y380391824033, Shipping Charges, 16.79; UPS* 1Z1Y7Y380393671249, Shipping Expenses - Clareys, 15.23; UPS* 1Z1Y7Y380399417478, Shipping charges to Trace Analytics, 17.91; UPS* 1Z3YY7660293871578, REPLACEMENT BELT FOR SLAKER, 525.93; UPS*ADJ00384416061261, Additional shipping charges for Clarys for Reiff, 2.90; UPS*BILLING CENTER, Shipping, 58.11; UPS*BILLING CENTER, shipping for certification weight calibration, 19.32; UPS*BILLING CENTER , shipping for wastewater microbiology testing, 127.27; UPS*BILLING CENTER , to ship parts for the uv cabinets, 22.12; US BANK, SVC Fee Analysis SVC CHG, 9.00; US Foods, MISC FOOD AND SUPPLIES FOR BUNKER, 818.81; US Foods, MISC FOOD AND SUPPLIES-BHGC, 2,693.13; US Foods, MISC SUPPLIES FOR BHGC, 47.91; US Foods, MISC SUPPLIES FOR SNACK BAR, 41.28; US Peroxide LLC, Chemical Dosing at the WRRC - FY26, 156,616.69; USAT MEDIA CO , Des Moines Register online edition renewal payment, 21.39; USATODAY CO DIGITAL , Des Moines Register online edition renewal payment, 42.78; USATODAY CO DIGITAL , Subscription to Iowa City Press-Ciitzen to access, 1.07; USATODAY CO DIGITAL , Subscription to Iowa City Press-Citizen to access, 16.04; USMAYORS , Brad's US Summer Conference of Mayors Registration, 1,793.75; USPS PO 1826100387, Postage AC and Insp., 711.60; USPS PO 1826100387 , 10 Rolls of stamps, 780.00; USPS PO 1826100387 , 3 Certified Letters, 31.44; USPS PO 1826100387 , Buns for Golf Bar, 25.50; USPS PO 1826100387 , Certified letters sent out by Jason Duba, 210.50; USPS PO 1826100387 , Certified Mail for IPP, 10.48; USPS PO 1826100387 , Certified Mail for NOV - IPP, 10.48; USPS PO 1826100387 , Earplugs and Epoxy Gun, 8.97; USPS PO 1826100387 , Industrial Pretreatment Compliance Postage, 10.48; USPS PO 1826100387 , Jason Duba Mailing Cert Letters, 8.86; USPS PO 1826100387 , Mailings, 498.22; USPS PO 1826100387 , postage, 166.70; USPS PO 1826100387 , POSTAGE FOR BACKFLOW & LEAD LETTERS, TAPS, METERS,, 234.00; USPS PO 1826100387 , Postage for Banner Sales, 156.00; USPS PO 1826100387 , POSTAGE FOR BULK WATER,TAPS,METERS,WATER CONNEC. I, 390.00; USPS PO 1826100387 , Postage for envelope and stamps, 25.80; USPS PO 1826100387 , POSTAGE FOR LSL & BACKFLOW LETTERS, TAPS, BULK WAT, 371.20; USPS PO 1826100387 , Postage for shipping,

37.55; USPS PO 1826100387 , postage for sidewalk letters, 44.59; USPS PO 1826100387 , Postage for Utility Billing, 931.00; USPS PO 1826100387 , Postage Insp. certified nuisance, 50.00; USPS PO 1826100387 , SHIPPING TO RETURN OLD AED UNIT FOR REBATE, 20.15; USPS PO 1826100387 , sidewalk letter postage, 127.40; USPS PO 1826100387 , sidewalk letters postage, 636.71; USPS PO 1826100387 , sidewalk notice mailing, 6.37; USPS PO 1826100387 , sidwalk notice postage, 6.37; USPS PO 1826100387 , Stamps for Planning Serv Dept, 390.00; USPS PO 1826100387 , Stamps for Retiree Letters, 312.00; USPS PO 1826100387 , Stamps for the Employee Spirit Award letters, 78.00; USPS PO 1826100387 , Stamps/postage needed to mail documents to residen, 312.00; USPS PO 1826100387 , Subscription, 50.00; USPS.COM CLICKNSHIP , Shipping iPad to Transient, 6.65; USPS.COM POSTAL STORE , Postage Insp. certified mail nuisance, 202.75; USPS.COM POSTAL STORE , stamps for mail, 158.75; Valentine Constructi, 2026 PW Asphalt Overlay Ramp Pro 1, 170,702.68; Valentine Constructi, Snow & Ice Control - Julien Dubuque Bridge 2026, 670.00; Valentine Constructi, Valentine Snow Removal 03/16/26-03/18/26, 7,285.80; Valerie Gallucci, AFTERSCHOOL SPORTS-TRACK, 250.00; VAL-MATIC VALVE AND MANU , SHIPPING FEE ON VALVE THAT WAS PREVIOUSLY PURCHASE, 34.83; VAN METER INC - CEDAR RAP , LENS CLEANER FOR SAFETY GLASSES, 90.00; VAN METER INC - CEDAR RAP , MATERIAL USED TO BRING FIBERT INTO THE ENGLISH MIL, 148.91; VAN METER INDUSTRIAL, 60 amp fuses for stock, 294.63; VAN METER INDUSTRIAL, AA AND AAA BATTERIES FOR SMALL DEVICES AT WATER TR, 31.36; VAN METER INDUSTRIAL, Cable for MCC-20, 628.61; VAN METER INDUSTRIAL, CABLE TIES FOR RUNNING MIU WIRES, 55.44; VAN METER INDUSTRIAL, Cat 6 cable for cameras, 3,863.02; VAN METER INDUSTRIAL, CIRCUIT BREAKERS REQUIRED FOR PROVIDING POWER TO S, 50.01; VAN METER INDUSTRIAL, CONNECTOR USED TO MOVER OFFICE RTU POWER SUPPLY OU, 1.20; VAN METER INDUSTRIAL, contactor for plant stock, 139.79; VAN METER INDUSTRIAL, CORD CONNECTORS USED TO SHORTEN UPS SUPPLY CORDS I, 51.78; VAN METER INDUSTRIAL, CREDIT FOR MATERIAL USED TO HANG FIBER CABINET AT, (101.35); VAN METER INDUSTRIAL, Din rail for Devins office, 25.07; VAN METER INDUSTRIAL, ELECTRICAL FOR EPP TRI STATE VIEW PAVILION, 62.02; VAN METER INDUSTRIAL, fuses for plant stock, 71.93; VAN METER INDUSTRIAL, labels for maint. label maker, 30.83; VAN METER INDUSTRIAL, LED Lighting, 797.75; VAN METER INDUSTRIAL, Light Bulbs for Plant Stock, 352.35; VAN METER INDUSTRIAL, Lighting ballast for plant stock, 273.26; VAN METER INDUSTRIAL, MATERIAL FOR ADDING WELDING RECEPT IN THE SLAKER R, 94.83; VAN METER INDUSTRIAL, MATERIAL RETURNED, DID NOT NEED FIBER FOR THE AIRP, (217.51); VAN METER INDUSTRIAL, MATERIAL TO GET FIBER INTO AIRPORT 1 AND 2 STATION, 341.23; VAN METER INDUSTRIAL, MATERIAL TO MOVE RTU & CELL PHONE ANTENNAS LOCATED, 378.63; VAN METER INDUSTRIAL, MATERIAL USED TO BRING FIBER INTO PUMP STATIONS, 130.87; VAN METER INDUSTRIAL, MATERIAL USED TO BRING FIBER INTO THE WEST 3RD PUM, 99.51; VAN METER INDUSTRIAL, MATERIAL USED TO BRING FIBER INTO WEST 3RD PUMP ST, (38.91); VAN METER INDUSTRIAL, MATERIAL USED TO HANG FIBER CABINET AT WEST 3RD PU, 382.83; VAN METER INDUSTRIAL, MATERIAL USED TO SHORTEN UPS SUPPLY CORDS INSIDE T, 276.80; VAN METER INDUSTRIAL, NEW LED LIGHT FOR BACK LOT OUTSIDE OF WATER TREATM, 340.17; VAN METER INDUSTRIAL, overload for stock used in mau's, 378.07; VAN METER INDUSTRIAL, PLUG FOR ROOFER'S EQUIPMENT TO BE POWERED WHILE RE, 86.01; VAN METER INDUSTRIAL,

RECEPT ORDERED FOR WELDING RECEPT IN SLAKER ROOM, 46.79; VAN METER INDUSTRIAL, RECEPT RETURNED FOR WELDING RECEPT SLAKER ROOM-DID, (46.79); VAN METER INDUSTRIAL, Relays for plant stock, 37.47; VAN METER INDUSTRIAL, REPLACEMENT LED DRIVER FOR LIGHT ON SIDE OF WATER, 65.71; VAN METER INDUSTRIAL, REPLACEMENT TOOLS FOR ITEMS BROKEN/WORN OUT, 81.55; VAN METER INDUSTRIAL, SAFETY GLASSES FOR STAFF-PPE, 49.20; VAN METER INDUSTRIAL, Starter coil for CENT-75-01, 245.39; VAN METER INDUSTRIAL, stock comm cards for UFD, 1,184.49; VAN METER INDUSTRIAL, street light equipment, 561.13; VAN METER INDUSTRIAL, STRUCTURAL CLAMPS FOR TEMP SEPTAGE LOCATION, 152.26; VAN METER INDUSTRIAL, supplies for truck 3909, 118.74; VAN METER INDUSTRIAL, traffic signal parts, 1,670.58; VAN METER INDUSTRIAL, traffic signals equip, 59.82; VAN METER INDUSTRIAL, traffic wire, 632.89; VAN METER INDUSTRIAL, truck supplies, 364.77; VAN METER INDUSTRIAL, wire for traffic, 1,331.34; VAN METER INDUSTRIAL, Wire Nuts For Truck 3909, 16.60; VANDERLOO & WHITE VE, Cat hit by car. Euthanized 6/11/26, 129.61; VANDERLOO & WHITE VETERI , Bat exposure additional shipping fee for a Saturda, 56.66; VANDERLOO & WHITE VETERI , Bat exposure sample mailed for testing, 272.96; VAN-WALL EQUIPMENT C, EQUIPMENT REPAIR PARTS, 221.79; VAN-WALL EQUIPMENT C, GOLF FLAGS AND SCREEN PRINTING, 1,262.00; VAN-WALL EQUIPMENT C, PURCHASE OF UTILITY RAKE WITH TRADE, 22,000.00; VAN-WALL EQUIPMENT C, ROPE FOR GOLF CART TRAFFIC CONTROL, 99.50; VENETIAN/PALAZZO FRT D, Hotel for Tyler Connect 4/6, 62.36; VENETIAN/PALAZZO FRT D, Lodging for Tyler Connect, 1,524.92; VENETIAN/PALAZZO FRT D, Lodging for Tyler Connect - 4/6, 62.36; VENETIAN/PALAZZO FRT D, Lodging for Tyler Connect - 4/7-4/10, 592.96; VENETIAN/PALAZZO FRT D, Refund for security deposit, (150.00); VENETIAN/PALAZZO FRT D, Refund for security deposit for Abby Gordon, (150.00); VENETIAN/PALAZZO FRT D, Tyler Connect 26 one night hotel stay for Abby, 742.96; VENETIAN/PALAZZO FRT D, Tyler Connect 26 one night hotel stay for Jacob, 742.96; VENETIAN/PALAZZO FRT D, Tyler Connect 26 one night hotel stay for Scott, 592.96; VENETIAN/PALAZZO FRT D, Tyler Connect 26 resort fee at hotel stay for Abby, 62.36; VENETIAN/PALAZZO FRT D, Tyler Connect 26 resort fee at hotel stay for Jaco, 62.36; VENETIAN/PALAZZO FRT D, Tyler Connect 26 resort fee at hotel stay for Scot, 62.36; VENETIAN/PALAZZO FRT D, Venetian Deposit Refund, (450.00); VENETIAN/PALAZZO RM , Hotel for Tyler Conference - Carlin, 153.29; VENETIAN/PALAZZO RM , Hotel for Tyler Conference - Selchert, 153.29; VENETIAN/PALAZZO RM , Hotel for Tyler Conference - Shah, 144.22; VENETIAN/PALAZZO RM , Hotel for Tyler Connect, 1,042.96; VENETIAN/PALAZZO RM , Lodging for Tyler Conference, 236.96; VENETIAN/PALAZZO RM , Lodging for Tyler Connect, 236.96; VENETIAN/PALAZZO RM , Tyler Conference Hotel 7th-10th Deposit, 236.96; VENETIAN/PALAZZO RM , Tyler Connect Hotel Deposit - Carlin, 236.96; VERIFONE INC , 2026 Site Renewal Verifone, 1,792.20; VERIZON WIRELESS SER, Fixed Route Rangers Data April 26, 576.78; VERIZON WIRELESS SER, Fixed Route Rangers Data March 26, 384.64; VERIZON WIRELESS SER, Fixed Route Rangers Data May 26, 584.75; VERIZON WIRELESS SER, Fixed Route Signs Data April 26, 100.10; VERIZON WIRELESS SER, Fixed Route Signs Data March 26, 108.95; VERIZON WIRELESS SER, Fixed Route Signs Data May 26, 111.71; VERIZONWRLSS*RTCCR VB , Monthly Cell Phone Plan, 407.69; VERMONT SYSTEMS, INC, FY26 Vermont CC Fees, 11,312.76; VERMONT SYSTEMS, INC, VERMONT SYSTEMS SERVICE/TRAINING, 660.00; VERTICAL SCREEN ,

AmeriCorps Background Check, 35.25; VERTICAL SCREEN , AmeriCorps Grants Background Check, 413.75; VERTICAL SCREEN , AmeriCorps Grants Background Check-Renteria, 35.25; VERTICAL SCREEN , AmeriCorps Member Background Check, 167.00; Vidl Solutions, Inc, CC Goal-Organizational Culture Continuous Improvem, 5,400.00; Viterra USA Grain, FY2026 Unloading Salt Barges, 922.48; VRBAN FIRE PROTECTIO, POD Ramp Service Call, 514.00; VRBAN FIRE PROTECTIO, quarterly fire sprinkler inspection at 795 julien, 533.52; VRBAN FIRE PROTECTIO, Test/Replace Sprinkler Heads - Bld 90, 1,580.00; VRBO HAFFKXJ0 , vrbo for conference ISC West, 926.50; VSP*MIDWEST ALARM SERVICE , Terminal Maintenance, 987.28; VZWRLSS*APOCC VISB , Monthly Cell Phone Plan, 387.70; VZWRLSS*APOCC VISB , Monthly Plan, 387.78; VZWRLSS*APOCC VISB , Verizon Phone Bill, 4,036.87; WALEN, CORTINI M, UB 02633 2691 ROOSEVELT, 7.00; WALGREENS COMPANY, SD card for Bus operations, 19.99; WALKERS CLOTHING & SHOES , return boots because of sales tax, (253.19); WALKERS CLOTHING & SHOES , work boots, 493.18; WALMART, Academy graduation food and drinks, 104.28; WALMART, Adopt a spot Supplies, 244.90; WALMART, Adopt a Spot/Marketing Supplies, 313.89; WALMART, Adult Athletics, 31.94; WALMART, After School Programs, 182.61; WALMART, Afterschool concessions and programs, 118.77; WALMART, BASKETBALL NETS FOR COMISKEY PARK, 11.92; WALMART, Candy for recruitment evens and outreach supplies, 139.07; WALMART, Candy for recruitment events, 179.94; WALMART, cheesecake for art reception 6/5/2026, 54.81; WALMART, Cheesecakes for Art @ your library reception, 36.54; WALMART, CID supplies, 32.29; WALMART, CLIENT FEE FOR NEW TIRES FOR CAR, 671.40; WALMART, Cookie tray for Alliant employees for training, 19.93; WALMART, cord for summer concert 6/10/26, 24.97; WALMART, council chambers beverages supplies, 173.10; WALMART, Drinks and snacks for Mental Wellness Conference, 400.21; WALMART, employee appreciation - soda/plates/cookies, 78.74; WALMART, Equipment to Prime Fuel Lines, 163.71; WALMART, fan for Intermodal, garbage bags for Parking, 44.96; WALMART, Food for EMS week - Shift 1, 220.70; WALMART, Food for EMS week - Shift 2, 135.27; WALMART, Food for EMS Week - Shift 3, 254.34; WALMART, garbage bags - JOTC Kitchen, 14.59; WALMART, JOTC janitorial - garbage bags, 49.96; WALMART, Kids camp supplies, 397.93; WALMART, lens wipes - JOTC, 77.28; WALMART, LOUNGE CHAIRS FOR POOLS, 888.00; WALMART, McAleece Concessions, 169.27; WALMART, McAleece Concessions and Youth Sports, 229.68; WALMART, Membership for Merchandise Resale, 55.00; WALMART, Merchandise for Resale, 363.61; WALMART, Merchandise Resale, 2,277.32; WALMART, Monitors for Ops, 594.90; WALMART, paper towels for the wrrc use janitorial, 61.89; WALMART, Pool Chairs for Pool, 1,092.98; WALMART, Pool Supplies, 270.56; WALMART, Pools, 247.32; WALMART, program supplies, 73.30; WALMART, Program Supplies - Pools Start up, 188.41; WALMART, replacement chair base, 34.97; WALMART, return tv and brackets for finance and conference, (2,951.56); WALMART, Sales tax refund, (38.92); WALMART, Sams Club Membership, 55.00; WALMART, Sam's membership 04/30/26, 110.00; WALMART, Sam's membership for TRC x2, $50.00;

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/22/2026

and for which the charge is 180.59

Kathy Goetzinger

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

this 28th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

WALMART, sams membership renew Eng and HR, 175.00; WALMART, Snacks and drinks for multiple training sessions, 108.57; WALMART, Snacks and drinks for training sessions, 169.69; WALMART, ST2 - Dish pads; garden nozzle, 14.54; WALMART, Summer Reading prizes 6/4/26, 210.24; WALMART, Supplies for Kids Camp, 75.68; WALMART, Team Risil Core, 470.96; WALMART, Towels, vinegar - Ramp Janitorial, 26.91; WALMART, Treats for Waste & Recycling Workers week given o, 279.84; WALMART, Walmart refund 4/07/2026, minecraft software, (188.93); WALMART, Youth Sports, 419.95; WALMART, ziplock bags for dispatch, 12.48; WALTER DEVELOPMENT L, TIF Spring 2026/FY26 Hodge, 164,543.49; WAPSI VALLEY ARCHAEO, Wapsi Valley -DBQ Black Heritage Survey, 3,700.00; WARTBURG THEOLOGICAL, Franchise Fee FY26, 994.27; WATER ENVIRONMENT FE, Professional Membership - WEF, 163.20; WATER ENVIRONMENT FE, Renewal of WEF/IAWEA annual membership, 178.00; WATER ENVIRONMENT FE, WATER ENVIRONMENT FEDERATION PROFESSIONAL AND IOWA, 178.00; WATER MISCELLANEOUS, 1000 June Dr - Molo Meter Return, 382.00; WATER SOLUTIONS UNLI, FY2026 BLANKET PO - PHOSPHATE FOR WATER TREATMENT, 12,838.90; WATTS, LEONARDO D, UB 04805 2710 ELM, 675.11; WAVE - *ACID REMAP LLC, Annual fee for updates of EMS protocols - subscrip, 2,750.00; WB McCloud & Co, Inc, FY26 1805 Central Pest Control, 134.72; WB McCloud & Co, Inc, Monthly Pest Prevention, 1,811.80; WEB RESOURCE LLC, 9 Tables for Headquarters, 4,936.55; WEB*NETWORKSOLUTIONS , Monthly Domain Renewals, 452.88; WEB*NETWORKSOLUTIONS , Monthly Domain Renewals - Account 2, 48.19; WEB*NETWORKSOLUTIONS , SERVICE AND REPAIR TO SLUDGE PLANT BOILER, 1,006.46; WELDON TIRE, Machine Equipment Maintenance, 283.75; WELTER STORAGE DUBUQUE, desk for office, 820.00; WELTER STORAGE DUBUQUE, file cabinet for adams office, 235.00; WELTER STORAGE EQUIP, New Desk Chair, 360.00; WELU PRINTING COMPAN, #10 window envelopes, 304.65; WELU PRINTING COMPAN, 3000 #10 WINDOW ENVELOPES, 259.08; WELU PRINTING COMPAN, 500 business cards, 50.41; WELU PRINTING COMPAN, B Huberty business cards, 39.54; WELU PRINTING COMPAN, Business Card Printing - Emily Russ Communications, 33.05; WELU PRINTING COMPAN, Business Cards - Adam - new title, 39.54; WELU PRINTING COMPAN, Business Cards - Jud - new position, 39.54; WELU PRINTING COMPAN, Business Cards for Chaplain Justine Bemis, 34.88; WELU PRINTING COMPAN, BUSINESS CARDS FOR ELDON SCHNEIDER, 39.54; WELU PRINTING COMPAN, Business Cards: Tiberius "Tibi" Mocanu, 39.54; WELU PRINTING COMPAN, Children's reading logs, summer calendar, brochure, 2,790.12; WELU PRINTING COMPAN, DHomb Eng Business Cards, 33.05; WELU PRINTING COMPAN, Envelopes, 219.21; WELU PRINTING COMPAN, Finance Envelopes, 864.05; WELU PRINTING COMPAN, Franchise Fee FY26, 837.73; WELU PRINTING COMPAN, Housing Flyers, 203.14; WELU PRINTING COMPAN, MSC- Asphalt Overlay Printing Services, 582.01; WELU PRINTING COMPAN, Project Notification Door Hangers, 322.55; WELU PRINTING COMPAN, Promotional pencils for OHR marketing, 302.83; WELU PRINTING COMPAN, Promotional pens for OHR marketing, 343.43; WELU PRINTING COMPAN, RAGBRAI Route Mailer, 2,025.32; WELU PRINTING COMPAN, ROW Postcards, 258.02; WELU PRINTING COMPAN, SERVICE INTERRUPTING WATER DOOR HANGERS, 388.58; WELU PRINTING COMPAN, Teen Reading Logs, 677.00; WELU PRINTING COMPAN, Welu Printing Utility Billing envelopes, 224.29; WENZEL TOWING SERVIC, 2682# - TOW SERVICE - 6/4/2026, 187.50; WENZEL TOWING

SERVIC, FY26 Wenzel Towing, 239.00; WENZEL TOWING SERVIC, Unit #110019 - TOWING SERVICE - 5/14/2026, 75.00; WENZEL TOWING SERVIC, Unit #2694 - SERVICE - TOW - 5/13/2026, 187.50; WENZEL TOWING SERVIC, Unit #3450- SERVICE - LANDFILL TOW - 5/6/2026, 59.50; WESTIN (WESTIN HOTELS), GARAGE - GFX CONFERENCE HOTEL (DEPOSIT), 197.27; WESTIN (WESTIN HOTELS), GARAGE - GFX CONFERENCE HOTEL (REMAINING BALANCE), 905.31; WESTIN (WESTIN HOTELS), Hotel Conference, 990.20; WESTIN GALLERIA DALL F, Hodgson Trip to Dallas, 230.41; WESTIN GALLERIA DALL F, HOTEL FEE WHILE ATTENDING 2026 TRANFORMING LOCAL G, 811.77; WESTIN GALLERIA DALL F, Lodging for Hodgson trip to Dallas, 811.77; WESTIN GALLERIA DALL F, LODGING FOR TL6, 1,325.76; WESTIN GALLERIA DALL F, Lodging for training - Bauer, 803.52; WESTIN PITTSBURGH , 5/11 GB Pittsburgh Hotel while attending NAF, 885.78; WESTMOR FLUID SOLUTION LL , Pressure Switch, 119.41; WESTMOR FLUID SOLUTION LL , Switch, 130.41; WESTPHAL & COMPANY,, annual monitoring 5/1/26-4/30/27, 276.00; WESTPHAL & COMPANY,, Centrifuge Room Light Replacement, 8,977.00; WESTPHAL & COMPANY,, Fire Headquarters Cable Restore, 4,505.00; WESTPHAL & COMPANY,, remove electrical boxes, 101.75; WESTPHAL & COMPANY,, repair lighting, 518.03; WESTPHAL & COMPANY,, Skybridge Door, 154.80; WEX HEALTH INC, FY26 COBRA, Commuter, FSA Admin - April 2026, 1,029.35; WEX HEALTH INC, FY26 COBRA, Commuter, FSA Admin - May 2026, 1,020.80; White Cap , 540018 unit- parts marking wand, 94.58; White Cap , CONCRETE PATCH FOR EPP SPLASH POOL, 73.39; White Cap , Materials for Kane Ct, 41.00; White Cap , silicone caulk, 65.34; White Cap , Spray Glue- small tools and equip, 191.52; White Cap , Storm Sewer materials and small tools/equip, 388.38; White Cap , Street construction materials- chalk, 72.04; White Cap , Tile fittings for Theda Dr, 20.18; White Cap , Westmore Dr, 235.60; WHKS AND COMPANY, 14th & Main Storm Sewer Scanning, 14,052.60; WHKS AND COMPANY, Auburn and Custer Bidding and Construction Assista, 2,350.03; WHKS AND COMPANY, Bridge Program Manage Inspection PSA, 9,567.25; WHKS AND COMPANY, Brunskill Rd Sanitary Sewer Streambank Restoration, 824.55; WHKS AND COMPANY, Loras Blvd Reconst and Repairs Task Order #27, 44,999.87; WHKS AND COMPANY, RUSTIC POINT PARK DESIGN AND DEVELOPMENT, 4,426.54; WHKS AND COMPANY, Track Line Sanitary Sewer Reconstruction Project, 91,822.90; WHKS AND COMPANY, WHKS Task Order22 Blum Structural, 660.91; WILEY , job advertisement, 875.00; WILMING INVESTMENT C, TIF Spring 2026/FY26 TriState Quality, 37,884.27; WIN*WNSPLY DUBUQUE IA , MISC HARDWARE FOR BUNKER HILL FUTURE BOILER PIPING, 316.29; WIN*WNSPLY DUBUQUE IA , MISC HARDWARE FOR TEMP WATERLINE AT MAIN SHOP, 84.79; WIN*WNSPLY DUBUQUE IA , SPARE TOILET REPAIR PARTS FOR #4459, 89.76; WINDCAVE INC, FY 26 Credit Card Fees, 1,729.55; WINDY CITY WIRE CABLE , WIRES FOR MIUs, 4,575.00; WK CONSTRUCTION CO I, 2026 PW Asphalt Milling Services, 55,640.06; WOODMAN ELECTRICAL C, Woodman Controls - Federal Building PM Agrement, 7,175.00; WOODMAN ELECTRICAL C, Woodman Controls City Hall PM Agreement (2026), 9,116.78; WOODMAN ELECTRICAL C, WoodmanControls Mfc PM Agreement 1/1/26-6/30/26, 5,280.00; WOODWORKERS SOURCE, Laser birch restocks, 50 sheets 465485, 189.00; WORLDATWORK , World At Work professional membership, 275.00; WORLDPAY, Monthly CC Fees for Port of Dubuque, 423.88; WP*K9SNIFF.COM , Training Package for K9, 3,927.99; WPO365-MAIL - SINGLE S, 365 mail connector for websites 32353, 49.00; WWP*MCCLOUD SERVICES , EXTERIOR

TREATMENT AND PEST COTROL FOR BUNKER OFFI, 229.21; WWP*MCCLOUD SERVICES , PEST CONTROL AT BUNKER OFFICES AND BASEMENT, 101.12; WWW.ANDREW-AMANDA.CO, Sterile bottles for bacterial sample collection, 701.60; WWW.PREEMPTCORP.COM , Federal EEO Investigation Certification, 695.00; WWW.TD.ORG , ATD Conference registration, 1,845.00; YAMAHA MOTOR CORPORA, FY26 GOLF CART LEASE, 6,944.00; ZACHARY GILLIES, CAMPGROUND MANAGER PAYMENTS FY26, 2,485.71; ZACHARY GILLIES, CAMPGROUND MANAGER-INSURANCE REIM-BURSEMENT, 1,220.00; ZEFFY* DBQ CTY ARTS, Dubuque Fest Booth fee for marketing, 55.00; ZOE HEIAR, Local Mileage November 2025 through June 2026, 101.46; ZOHO* ZOHO-SOCIAL, Zoho social subscription 50102024010, 480.00; ZOLL MEDICAL CORPORA, CPR Pads and Lithium Batteries for Community AED's, 3,712.50; ZOLL MEDICAL CORPORA, EMS Supplies, 1,489.60; ZOLL MEDICAL CORPORA, Various Medical Supplies, 3,277.12; ZOOM VIDEO COMMUNICA, Annual fee for account for Park & Rec, 149.90; ZORO TOOLS INC, locksmith supplies, 83.38; ZORO TOOLS INC, recycling can, 42.19; ZTRIP TAXI, conference taxi ride, 40.69; Payroll, 16,514,012.66; $54,470,245.39

CITY OF DUBUQUE

5/01/2026 ? 07/10/2026

EXPENDITURES BY FUND

General, 21,632,687.75; Special Revenue, 6,310,388.95; Capital Projects, 8,416,438.93; Water, 2,509,173.07; Sanitary Sewer, 7,609,413.21; Stormwater, 1,629,663.83; Parking, 271,010.30; Refuse, 607,651.25; Transit, 628,874.26; Internal Service, 2,649,425.16; DMASWA, 2,205,518.68; GRAND TOTAL $54,470,245.39

1t 7/22

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

07/29/2026

and for which the charge is 283.61

Kathy Goetzinger

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

this 29th day of July, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

CITY OF DUBUQUE, IOWA
07/11/2026-07/16/2026
EXPENDITURES BY PURPOSE AND VENDOR
Vender, Description, Amount;
7G DISTRIBUTING LLC, Alcohol Purchase Recreation, $1,278.46; A-1 MOBILE STORAGE S, STORAGE CONTAINER FOR BRANCHING OUT DBQ, 175.00; ACKERMAN, CAMERON J, UB 12230 2144 CENTRAL, 15.80; ADVANTAGE SHEET META, FY27 HVAC Services City Hall, 1,845.50; ADVANTAGE SHEET META, FY27 HVAC Services Fed Bldg, 673.50; ALLIANT ENERGY, 0557811000 PORT RAMP FY27, 3,480.45; ALLIANT ENERGY, Alliant 0539621000 12th Bluff Lot FY26, 24.95; ALLIANT ENERGY, Alliant 1406331000 Intermodal Ramp FY27, 1,902.76; ALLIANT ENERGY, Alliant 1477501000 5th Bell Lot FY27, 394.98; ALLIANT ENERGY, ALLIANT 4392701000 Ramps/Lots FY27, 7,926.00; ALLIANT ENERGY, Alliant 6477860931 12th Elm Lot FY27, 104.66; ALLIANT ENERGY, ELECTRIC BILLS FOR FY27, 328.24; ALLIANT ENERGY, FY2027 BLANKET PO-ELECTRICITY, 69,688.60; ALLIANT ENERGY, FY27 Alliant Street and Traffic Lights, 2,558.62; ALLIANT ENERGY, FY27 Monthly Electric Service, 3,945.98; ALLIANT ENERGY, MNT Services Electricity, 11,156.97; AREA RESIDENTIAL CAR, Franchise Fee FY27, 300.04; ARRINGTON, RICHARD J, UB 06229 743 BROOKVIEW, 60.71; AT&T Mobility Nation, FY2027 BLANKET PO-MONTHLY PHONE & IPAD FEES, 1,196.07; AT&T Mobility Nation, IPHONES AND IPADS PARKS- MAY 29-JUNE 28, 2026, 884.98; AV FUEL, FY27 Aviation Fuel, 76,160.32; AY MCDONALD MFG CO, Franchise Fee FY27, 5,099.90; BARD MATERIALS CENTR, CONCRETE -EMERGENCY WTR MAIN BRK REP.-2811 JFK RD, 681.18; BARD MATERIALS CENTR, Various Concrete and Materials, 663.68; BENJAMIN R HUNT, SOFTBALL UMPIRE, 150.00; BERNARD COMMUNICATIO, FY27 Monthly Internet Service, 99.95; BEST BEST & KRIEGER, Legal Services for Cell Tower Leases, 1,889.00; BIECHLER ELECTRIC IN, ELECTRICAL REPAIRS FOR PARKS FY27, 5,168.14; BIECHLER ELECTRIC IN, ELECTRICAL WORK FOR MURPHY PARK, 709.68; BIG RIVER SIGN COMPA, 2026 OUTDOOR BANNERS, 1,295.00; BLACK HILLS/IOWA GAS, FY2027 BLANKET PO - GAS, 138.47; BLACK HILLS/IOWA GAS, FY27 - Gas Utility Expenses for 6 Fire Stations, 60.07; BLACK HILLS/IOWA GAS, FY27 Natural Gas, 538.46; BLAIR, RACHAEL L, UB 09877 560 LORAS, 39.46; Bluepath Finance FC, FY27 - Solar Electricity for 5 stations, 1,936.32; BOUND TO STAY BOUND, Childrens book - 65020, 116.64; BRANDEL, JOHN R, UB 05017 319 OLYMPIC, 54.19; Brandon Avenarius, MULCHING FOR EAGLE POINT-SHIRAS, 4,400.00; BURCH STREET PROPERTIES LLC, UB 09424 493 BURCH, 29.66; BURKE, TIMOTHY J, UB 05175 2950 JACKSON, 51.74; BUSE, DAVE, UB 06295 408 GRANDVIEW, 16.70; Butts Florist, FY26 WEEKLY FLOWER ARRANGEMENTS, 55.00; CAPITAL SANITARY, City Hall Janitorial supplies, 169.90; CAPITAL SANITARY, Fed Bldg Janitorial supplies, 762.38; CAPITAL SANITARY, HDQ-Janitorial Supplies, 591.35; CAPITAL SANITARY, JANITORIAL SUPPLIES FOR PARKS-FY27, 781.81; CAPITAL SANITARY, JANITORIAL SUPPLIES- POD MARINA, 62.26; CAPITAL SANITARY, MISC SUPPLIES- BHGC, 354.49; CAPITAL SANITARY, Terminal Custodial Supplies, 403.08; CARTY, JOANNE P & PAUL B, UB 22012 239 ALPINE, 77.52; Centrally Rooted Mis, Centrally Rooted Summer Bash, 525.00; CHAD AND REBECCA DUSTER, 808 RHOMBERG PROPERTY SALE REIMBURSEMENT, 67.50; CHAD ELLIS, 1737 CLARKE PROPERTY SALE REIMBURSEMENT, 45.00; Cibulka, Joseph J., UB 08953 998 KIRKWOOD, 52.64; CINTAS CORP, Cintas Ramp

Rugs FY27, 328.40; CINTAS CORP, JANITORIAL SUPPLIES- BHGC, 76.74; CINTAS FIRST AID & S, FIRST AIDE CABINET RESTOCKED-BHGC, 15.56; CINTAS FIRST AID & S, FIRST AIDE CABINET RESTOCKED FY27, 72.79; City of Dubuque/Gran, Recognition Day, 14,169.00; CLARKE COLLEGE, 1315 CLARKE REIMBURSEMENT OF RENTAL LICENSE, 45.00; CODY BINICEWICZ, 2548 MARYWOOD PROPERTY SALE REIM-BURSEMENT, 82.50; COLLEGE LAWN SERVICE, Lawn Mowing Services - College Lawn Care, 406.80; COLMAN, NICHOLAS I, UB 03554 2531 WINDSOR, 2.89; COMELEC INTERNET SER, COMELEC INTERNET SERVICE FY27, 126.45; COMMAND SECURITY SOL, CMD Alarm Monitoring City Hall, Annex, Engine Hous, 139.05; COMMUNICATIONS ENGIN, ANNUAL FIRE PROTECTION INSPECTION- POD MARINA, 899.99; COMMUNICATIONS ENGIN, FIRE ALARM SYSTEM-POD MARINA, 500.00; CONSTELLATION NEW EN, FY2027 BLANKET PO - GAS, 2,339.62; CONSTELLATION NEW EN, GAS BILL FOR 2241 LINCOLN, 553.49; CON-STELLATION NEW EN, MNT Services Natural Gas, 2,153.31; CONSTELLATION NEW EN, Natural Gas - FY27 - Constellation, 2,710.07; Cornerstone Governme, FY27 Government Affairs & Consulting Services, 7,500.00; COTTINGHAM & BUTLER, Ongoing consulting 10-1-2025 to 10-1-2026, 2,917.00; CRAWFORD HEATING AND, BACKFLOW TESTING FOR PARK AREAS, 5,135.55; CRESCENT ELECTRIC, Handholes, 8,652.00; CUB PROPERTIES INC, UB 00072 1897 WASHINGTON, 70.67; CUB PROPERTIES INC, UB 23928 1891 WASHINGTON, 31.72; D & K PRODUCTS, TURF CHEMICALS FOR GOLF COURSE, 529.75; D.L. ADAMS ASSOCIATE, CLOUD CONSULTING, 8,500.00; DINGES FIRE COMPANY, 4 Fire Helmets, 1,836.65; DISH NETWORK LLC, Blanket Purchase Order - Monthly TV Service, 153.12; DITTMER RECYCLING IN, REFUSE FOR JUNE 2026, 1,755.45; DITTMER RECYCLING IN, Weekly refuse and recycling pickup, 837.77; Doll Distributing LL, Alcohol for Bunker Hill, 231.00; DUBUQUE AREA CONVENT, FY 2027 COS/POS Travel D, 401,839.75; DUBUQUE AREA LABOR M, FY 2027 COS/POS DALMC, 8,750.00; DUBUQUE COMMUNITY SC, Franchise Fee FY27, 4,678.19; DUBUQUE COUNTY ABSTR, ABSTRACT FEES FOR 470 W Locust, 175.00; DUBUQUE COUNTY AUDIT, Franchise Fee FY27, 2,740.50; DUBUQUE COUNTY RECOR, Dubuque County Recorder-CDBG (Blanket PO), 35.00; DUBUQUE COUNTY RECOR, Recording Fees Engineering, 270.00; DUBUQUE COUNTY SHERI, Sheriff Services for JUNE 2026, 308.00; DUBUQUE DREAM CENTER, FY26 COS dream ctr, 31,500.00; DUBUQUE MAIN STREET, FY 2027 COS/POS D Main St, 24,052.75; Dubuque Pride Inc, Dubuque Pride Festival, 1,000.00; DUBUQUE VISITING NUR, Dubuque Visiting Nurse-Project 8X0173-LHH24, 1,433.94; EAST CENTRAL INTERGO, Franchise Fee FY27, 12.73; Ed Gau, SOFTBALL UMPIRE, 75.00; EDWARD AND KATHLEEN REEKIE, 1020 KIRKWOOD PROPERTY SALE REIM-BURSEMENT, 135.00; EMMAUS BIBLE COLLEGE, Franchise Fee FY27, 558.25; EXECUTIVE MANAGEMENT LTD, 444 ANGELLA PROPERTY SOLD REIM-BURSEMENT, 585.00; FAUST, JACK R, UB 07287 40 MEADOW, 119.08; FEH Associates Inc, Minor Mods Project, 2,159.82; FINLEY HOSPITAL, Franchise Fee FY27, 6,047.84; FOTH INFRASTRUCTURE, Taxiway A, 81,330.68; FOUNTAIN OF YOUTH PR, FY 2027 COS/POS FOY, 15,750.00; G & R TREE SERVICE I, CLEARING OF BRUSH/TREES, 2,400.00; GENUINE PARTS COMPAN, LF - 2DR deep 6pt impact, 20.99; Global Flight Soluti, Air Service Consulting, 8,000.00; GOETZINGER, DESTINY LYNN, UB 19973 3100 BRUNSKILL, 127.94; GRAINGER INC, Rubber Sheets, 609.34; GRANT, IJE B., UB 01479 2126 RHOMBERG, 50.11; GREATER DUBUQUE DEVE, FY 2027 COS/POS GDDC, 105,500.00; GREGORY MCLAUGHLIN, 711 E 22ND OVERPAYMENT REIMBURSEMENT, 50.00; GREGORY, WILLIAM P, UB 17343 1135 WOOD,

12.47; GRTD INVESTMENTS LLC, UB 09908 459 LORAS, 5.52; HANSEN, VIRGIL, UB 16535 2204 GRAHAM, 7.89; HARTLEY-CHAPMOND, JASMINE M., UB 12533 93 KAUFMANN, 223.00; HAYNES, TIA M, UB 19053 2645 UNIVERSITY, 23.64; HAYNES, TIA M, UB 22319 145 CRESCENT RDG, 32.72; HEIL, ROBERT M, UB 18926 2737 NEW HAVEN, 55.54; HEIMAN INC, Truck 4 Electric Fan, 5,550.00; Helminiak, Elizabeth A., UB 15545 1959 UNIVERSITY, 83.52; HENKEL, GERALD E TRUST & MARK G TRU, UB 25570 14094 CONSTANCE, 50.56; HERITAGE MUTUAL INSU, 1502 Washington; Simon, Jason - Property Insurance, 1,661.72; HIGHWAY 20 PROPERTIES LLC, UB 07986 309 CLARKE, 55.19; HIGHWAY 20 PROPERTIES LLC, UB 08185 837 SPIRES, 36.04; HODGE COMPANY, Chavenelle Lease - IT and Finance, 17,992.03; Howmedica Osteonics, LIFEPAK-CR2 Defibrillator, 2,086.75; IMRAN, MAHAMMAD, UB 23723 1682 RADFORD, 28.40; Iron Creek Group LLC, FY27 Rent for 300 Main, Suite 330, 2,336.15; J & R SUPPLY COMPANY, Storm casting for 14th Street, 675.00; J2B INC, UB 20501 3500 DODGE, 62.03; JACOB MESCHER, 2248 PRINCE PROPERTY SOLD REIM-BURSEMENT, 90.00; JASPER CONSTRUCTION SERVICES INC, UB 02793 1326 ELM, 65.26; JEFF MANDERS, 2615 RAVEN OAKS PROPERTY SALE REIM-BURSEMENT, 202.50; JENSEN, JEREMY R, UB 11087 1610 KANE, 106.87; JHTD PLAZA LLC, UB 21940 291 CARDIFF, 50.96; Joseph Pergande, SOFTBALL UMPIRE, 150.00; JUSTIN BURDS, 1525 ALTA VISTA PROPERTY SALE REIMBURSEMENT, 135.00; KELLY'S CAFE, UB 01444 2370 RHOMBERG, 21.99; KEN SAIKI DESIGN INC, COMISKEY PARK -PHASE 2, 6,391.25; KIEFER, SUSAN K, UB 17420 1421 MT PLEASANT, 62.29; KIRSCH-ENBAUM, ANDREW, UB 13404 1710 SCENIC VIEW, 72.02; KLINKHAMMER, DALE J, UB 02379 1902 RHOMBERG, 80.00; KMDE LLC, UB 00942 3138 HILLCREST, 194.53; KMDE LLC, UB 08477 2925 ILLINOIS, 59.55; KURT P WELAND, SOFTBALL UMPIRE, 75.00; KUTSCH, MARILYN L, UB 14454 2688 MARYWOOD, 51.74; LANGE, NORMA J, UB 13093 2100 ROSEDALE, 26.15; LENZMEIER, JAKOB D., UB 08945 840 KIRKWOOD, 65.55; LEWIS, JOHN M, UB 05080 152 SAUNDERS, 97.91; Library Furniture In, Library Shelving project, 9,641.33; LOCATORS LTD, 1845 LINCOLN OVERPAYMENT, 75.00; LOCATORS LTD, 1903 GRACE PROPERTY SALE REIMBURSEMENT, 67.50; LOCATORS LTD, 345 W 17TH PROPERTY SALE REIM-BURSEMENT, 67.50; LOCATORS LTD, 347 W 17TH PROPERTY SALE REIM-BURSEMENT, 202.50; LOCATORS LTD, UB 16894 3250 KENNEDY CIR STE 4, 69.81; LOPEZ TELLO FRAMING LLC, UB 05602 1554 GRANDVIEW, 57.96; Madgewick, Heather G., UB 13523 2245 CHANEY, 47.93; MAQUOKETA VALLEY ELE, FY27 MVEC Electricity, 64.78; MARCH, SUE A, UB 19471 489 WOODLAND, 59.14; MARK AND DIANE LINK, 845 HAWKEYE REIMBURSEMENT FOR PROPERTY SALE, 67.50; MARTY, CHRIS R & PAULA J, UB 02128 1952 GARFIELD, 112.23; McANDREWS, MAKAYLA N., UB 03396 724 LINCOLN, 42.24; MEDIACOM, FY27 INTERNET FOR POD MARINA, 236.90; MEDIACOM, INTERNET FOR TREE CREW-FY27, 236.90; MENDEZ, GRACE M, UB 08881 506 LOCUST, 10.59; MENDEZ, GRACE M, UB 08882 508 LOCUST, 19.83; MERCY MEDICAL CENTER, Franchise Fee FY27, 28,077.10; MICHAEL J SULLIVAN, SOFTBALL UMPIRE, 75.00; MIDWEST TAPE LLC, FY27 Downloadable materials for adult collection, 8,517.92; MILLER ELECTRIC, UB 01364 2300 KERPER, 10.74; MIRON, CHRISTOPHER M, UB 15625 770 HARVARD, 55.19; MULGREW OIL COMPANY, LF-# 2 PRM DYED DSL ULS15PPM 06/23/26, 3,836.01; MULGREW OIL COMPANY, LF-# 2 PRM DYED DSL ULS15PPM 06/25/26, 1,850.54; MULGREW OIL COMPANY, LF-# 2 PRM DYED DSL ULS15PPM 06/30/26, 3,055.99; MULGREW OIL COMPANY, LF-# 2 PRM DYED DSL ULS15PPM 07/02/26, 2,606.59; MUTUAL WHEEL COMPANY, 3203# - CAST SHOE, SHOE KIT - 6/11/2026, 1,164.26; NAKO

CONSTRUCTION LLC, UB 30173 17373 DAYFLOWER, 15.88; NESLER, GABRIELA, UB 05960 1210 GRANDVIEW, 3.05; Nicolas Farfan, SOFTBALL UMPIRE, 75.00; NORTHEAST IOWA COMMU, AED and Cabinet Sales, 6,547.00; NORTHEAST IOWA COMMU, AED AND CASE, 2,449.00; NORTHEAST IOWA COMMU, CPR - Certification for Ali Bandy, 8.00; ORKIN LLC, TERMITE AND PEST INSPECTIONS FY27, 1,744.23; OSTERHAUS, NANCY A, UB 30110 744 MAIN, 7.31; PFOHL, JOSEPH A, UB 11768 467 NATIONAL, 131.21; PHELPS THE UNIFORM S, FY27 Weekly Uniform Cleaning, 102.04; PINS, MICHAEL J, UB 01299 2466 CHERRY, 29.74; PLANET TECHNOLOGIES, M365 renewal, 307,337.40; POTTS, BARBARA J., UB 05872 397 BRADLEY, 79.61; QUADE, PATRICIA M, UB 12119 2090 KEY LARGO, 235.77; RAPIDS REPRODUCTION, Plans & Specs for Relocate Taxiway A Const Phase 4, 1,477.32; REGAN, SANDRA K, UB 23066 3229 HONEYSUCKLE, 66.92; RIVER CITY PAVING, Various Asphalt and Materials, 223,914.45; ROUSSELOT INC, Franchise Fee FY27, 9,207.02; RUNDE ELECTRIC LLC, THEATER FIRE ESCAPE LIGHT REPLACEMENT, 3,575.00; Salazar, Jaime, UB 02822 1635 ELM, 52.18; SCHLICHKMAN, DOUGLAS, UB 06768 651 ENGLISH, 89.31; SCHULZ, EDWIN W, UB 25717 1821 KEYMONT, 2.50; Shive-Hattery Inc, Fed Bldg Loading Dock Consulting Eng, 861.26; Shive-Hattery Inc, Federal Building MEP Systems Assessment & Design, 24,320.00; SID'S, Bunker Hill Alcohol, 221.31; SIMON, STEPHEN J, UB 13050 2160 CLARKE, 9.56; SPAHN, CAROL, UB 19829 1620 WINGATE, 106.04; SPECIAL MARKETS INSU, AmeriCorps Member Health Insurance-May, 600.89; STEWART, DIONTE T & CARROLL, KRISTI, UB 01130 1888 TYLER, 10.42; STOFFEL, THOMAS J, UB 03157 961 LIBERTY, 66.96; STORY, TIMOTHY R, UB 00751 2518 WASHINGTON, 55.19; TELEGRAPH HERALD, Publication Expenses, 2,520.19; The Home City Ice Co, 7 lb bagged ice, 338.20; THE LOCKSMITH EXPRES, LOCKS AND KEYS FOR PARKS FOR FY27, 42.50; THREE RIVERS FS INC, LF- Spectra Lube Red 2 30TB CS 6/24/26, 410.16; TIMOTHY P GOTTSCHALK, SOFTBALL UMPIRE, 75.00; TRANE U.S. INC., REPAIR CHILLED WATER PUMPS, 5,659.00; TRI-STATE PORTA POTT, PORT APOTTIES FOR END OF JUNE FY26, 1,710.00; Tri-State Shred, Inc, On-Site Shredding by the Tote - Chavenelle, 57.70; TRUCK COUNTRY OF IOWA, OUTSOURCED SERVICE, 4,457.51; UNION HOERMANN PRESS, Franchise Fee FY27, 207.81; UNIVERSITY OF DUBUQU, Franchise Fee FY27, 6,210.02; WINTER, RONALD J, UB 10877 2744 MEADOW WOOD, 55.19; ZACHARY GILLIES, CAMPGROUND MANAGER PAYMENTS FY27, 828.57; $1,679,555.15

CITY OF DUBUQUE

07/11/2026-07/16/2026

EXPENDITURES BY FUND

General, 1,209,418.80; Special Revenue, 227,512.70; Capital Projects, 118,600.34; Water, 81,259.57; Sanitary Sewer, 2,814.76; Stormwater, 698.05; Parking, 12,367.61; Refuse, 12.21; Transit, 1,969.06; Internal Service, 5,621.77; DMASWA, 19,280.28, GRAND TOTAL $1,679,555.15

1t 7/29

MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)

DATE: Wednesday, June 26, 2026
TIME: 5:30 p.m.
PLACE: Housing and Community Development Department.
350 West 6th Street, Conference Room 250; Dubuque, IA 52001

Vice Chairperson Gabriel Mozena called the meeting to order at 5:30 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Gabriel Mozena, Talma Brown, and Renee Kehoe.

Commissioners Absent: Michelle Hinke (excused absence), and Dale Campbell (excused absence).

Staff Present: Mary Bridget Corken-Deutsch and Stacey Weeber.

Public Present: Corinne Rothblum, Special Assistant for Economic Mobility at the City of Dubuque.

Certification of Minutes – May 20, 2026
Commissioner Kehoe motioned to approve the Minutes for the May 20, 2026, Community Development Advisory Commission Meeting. Commissioner Brown seconded. Motion carried 3-0.

Correspondence/Public Input
There was no public input.

Old Business
a. NONE

New Business
a. Hold Public Hearing for Amended FY26 Amended Citizen Participation Plan
Corken-Deutsch shared a memo requesting the Community Development Advisory Commission to hold a public hearing on June 24, 2026, at 5:30pm for the FY26 Amended Citizen Participation Plan, which governs the use of CDBG funds. The plan was available for public review and comment from April 29 to June 1, 2026, at several city locations and online. Accessibility accommodations were provided for individuals with disabilities or limited English proficiency. The proposed changes update Section II to align with new federal guidance (HUD Notice CPD-26-05). The public hearing is part of the city's annual process to gather input on CDBG program use. Rothblum asked for public comment; Corken-Deutsch reported none. Motion by Commissioner Brown to open the public hearing for FY26 Amended Citizen Participation Plan. Seconded by Commissioner Kehoe. Motion carried 3-0.

Motion by Commissioner Kehoe to close the public hearing for FY26 Amended Citizen Participation Plan. Seconded by Commissioner Brown. Motion carried 3-0.

Motion by Commissioner Brown to approve the FY26 Amended Citizen Participation Plan and recommend City Council adopt the FY26 Amended Citizen Participation Plan. Seconded by Commissioner Kehoe. Motion carried 3-0.

b. Special Exception Loan Approval Policy
Corken-Deutsch provided a memo regarding Special Exception Loan Approval Policy. Corken-Deutsch stated loans that don't meet standard criteria can be considered if compensating factors exist (like strong credit or stable income). The Loan Coordinator reviews and recommends; the Department Director decides. All decisions are documented, tracked, and do not set precedents for future loans. Compliance with laws and funding rules is required. Weeber discussed the policy, giving examples of its use and purpose. Motion by Commissioner Mozena to approve Special Exception Loan Approval Policy. Seconded by Brown. Motion carried 3-0.

c. CDBG Revolving Application Fund – Dubuque Rescue Mission for Low-Income Apartment Rehabilitation

Corken-Deutsch shared a memo regarding The Dubuque Rescue Mission applied for CDBG funding to rehabilitate two low-income apartments at 1598 Jackson Street. The project addresses ongoing maintenance issues, including bedbug infestations, and aims to improve affordable rental housing for residents. The total project cost is $25,900, with $19,425 requested from CDBG and $6,475 contributed by the applicant. The project aligns with the City's Consolidated Plan and meets CDBG objectives. Approval is recommended, pending environmental review and compliance with CDBG requirements. Commissioner Brown asked if there were bed bugs and how to remove them. Corken-Deutsch said the bed bugs came from the warming center. The Dubuque Rescue Mission would most likely implement bed bug management strategies to ensure a safe and healthy environment for residents. Motion by Commissioner Kehoe to approve CDBG support in the amount of $19,425.00 for the Dubuque Rescue Mission and include the Dubuque Rescue Mission as an activity in our FY26 Annual Action Plan Amendment #3. Seconded by Commissioner Mozena. Motion carried 3-0.

d. CDBG Revolving Application Fund – Millwork Lofts at Wilmac, LP – Wilmac Historic Renovation

Corken-Deutsch shared a memo regarding Millwork Lofts at Wilmac, LP.Staff provided an overview of the proposed Wilmac Building redevelopment project, which would renovate the historic Wilmac Building into 112 affordable housing units serving households earning 40–80% of Area Median Income (AMI), with the project's average affordability level below 60% AMI. The project will also include approximately 6,000 square feet of community space dedicated to youth-focused programming, including education, career development, financial literacy, and wellness initiatives. The project is requesting $850,000 in CDBG funding to support eligible pre-development and soft costs associated with the project. CDBG funds would not be used for property acquisition. Staff noted that the project aligns with CDBG requirements by meeting the Low- and Moderate-Income Housing National Objective and supports the goals and priorities identified in the City's 2026–2030 Consolidated Plan. Commissioner Mozena asked about available funds; Corken-Deutsch responded that funds are from carryover. Commissioner Mozena asked what happens if the deal falls through—wants funds back and a stipulation for payback if the project does not proceed. Corken-Deutsch described a reimbursement model: funds are only committed after an agreement with payback conditions, which goes through legal review and is given only when the job is finished by timeline or extension. Commissioner Mozena wished the contractor was local. Commissioner Brown stated she would like to see a retail store in the building. Rothblum asked which building is involved. There was discussion about maintaining affordability for the apartments. Commissioner Mozena motion to postpone the CDBG Revolving Application Fund for Milwork Lofts at Wilmac, LP- Wilmac Historic Renovation and request Hoppe Development attend the CDAC meeting via TEAMS at July CDAC meeting. Seconded by Commissioner Brown. Motion carried 3-0.

e. FY26 Annual Action Plan Non-Substantial Amendment #3.

Corken-Deutsch shared a memo regarding the Community Development Advisory Commission (CDAC) approved reallocating $19,425 in CDBG funds to the Dubuque Rescue Mission for low-income apartment rehabilitation at 1598 Jackson St. This activity meets federal objectives for low/moderate-income housing and qualifies as eligible rental rehab. The amendment updates the FY2026 Annual Action Plan to reflect this funding change. As per the Citizen Participation Plan, this is a Non-Substantial Amendment, requiring City Council adoption after CDAC review. The memo requests CDAC approval for Amendment #3. Motion by Commissioner Brown to approve the FY26 Annual Action Plan Non-Substantial Amendment #3. Seconded by Commissioner Kehoe. Motion carried 3-0.

Reports

a. **Housing Commission**

No meeting minutes were available.

b. **Resilient Community Advisory Commission**

The meeting minutes were included in the packet for reference.

c. **Equity and Human Rights Commission**
The meeting minutes were included in the packet for reference.

Information Sharing
a) Quarterly Report on Revolving Application Fund
Corken-Deutsch shared the quarterly report with the commission on Revolving Application Fund.

b) Thank You Letter from from Crescent Community Health Center
Corken-Deutsch shared a thank you letter from Crescent Community Health Center CEO Chad Wolbers about the mobile dental van.

Adjournment
There being no further business to come before the Commission, Vice Chairperson Mozena moved to adjourn the meeting. Commissioner Brown seconded. Motion passed by voice vote. Meeting adjourned at 6:13 p.m.

Minutes taken by:

Stacey Weeber
Community Development Loan Coordinator

Respectfully Submitted:

Mary Bridget Corken-Deutsch
Community Development Specialist

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August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Appeal of Claim
SUMMARY:	Austin Bodenhofer for vehicle damage.
SUGGUESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Appeal of Claim by Austin Bodenhofer

APPEAL OF CLAIM

Damage to Vehicle During Police Search

Austin Bodenhofer
119 west 23rd street
Dubuque, IA 52001
563-599-2843
austinbod101016@gmail.com

Date: 8-12-26

Dubuque City Council
c/o City Clerk
City Hall
50 W. 13th Street
Dubuque, IA 52001

RE: Appeal of Claim – $3,310 Damage to My Vehicle

Dear Members of the Dubuque City Council,

I am writing to formally appeal the denial of my claim for the damage to my vehicle that occurred during the execution of a search at the residence.

I respectfully ask the City Council to reconsider my claim because **I was not the person who was the subject of the search. I was not involved in the circumstances that led law enforcement to the residence, and at the time of the incident, I was asleep.**

Despite having no involvement in the reason for the police activity, my personal vehicle was damaged during the incident. The damage is documented in the photographs included with this appeal, and the estimated cost of repairing the damage is **$3,310.00**.

I understand that law enforcement officers were performing their duties. However, I believe it is important for the City Council to consider the circumstances from my perspective. I was an innocent third party. I did not cause the situation that resulted in the search, I was not the person law enforcement was looking for, and I had no control over the actions that resulted in my vehicle being damaged.

I am therefore asking the City Council to reconsider the denial of my claim and reimburse me for the **$3,310.00** necessary to repair my vehicle.

I have included photographs documenting the damage and supporting evidence. I can also provide the repair estimate or invoice and any other documentation the City Council needs.

I respectfully ask that the Council consider the fact that I was not involved in the incident and that I should not have to personally absorb a $3,310 expense for damage to my property resulting from an incident in which I had no involvement.

Thank you for your time and consideration. I would also appreciate the opportunity to attend the Council meeting and explain the circumstances personally if necessary.

Respectfully,

Austin Bodenhofer

Signature: _____

Attachments: Six photographs documenting the vehicle condition/damage. Repair estimate/invoice and other supporting records should be attached if available.

RECEIVED
2016 JUN 13 PM 3:17
City Clerk's Office
Dubuque, IA



Rear vehicle panel — close-up view of visible surface marks/scratches.

EXHIBIT A

Photograph 1 of 6



Rear vehicle panel and trunk area — close-up view of visible marks/scratches.

EXHIBIT B

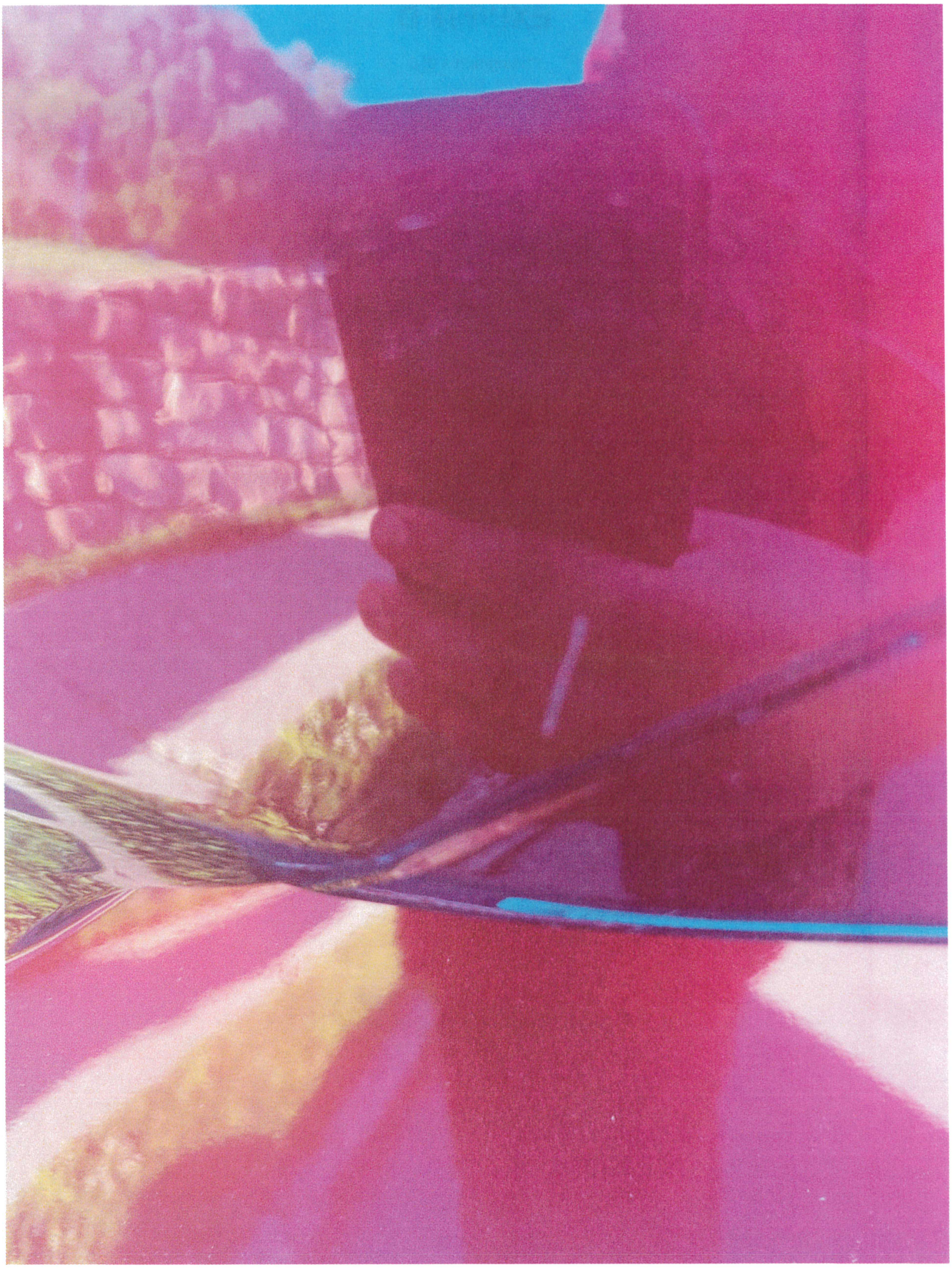
Photograph 2 of 6



Rear corner/body panel — close-up view of visible surface damage.

EXHIBIT C

Photograph 3 of 6



Rear body/trunk area — close-up view of visible marks/scratches.

EXHIBIT D

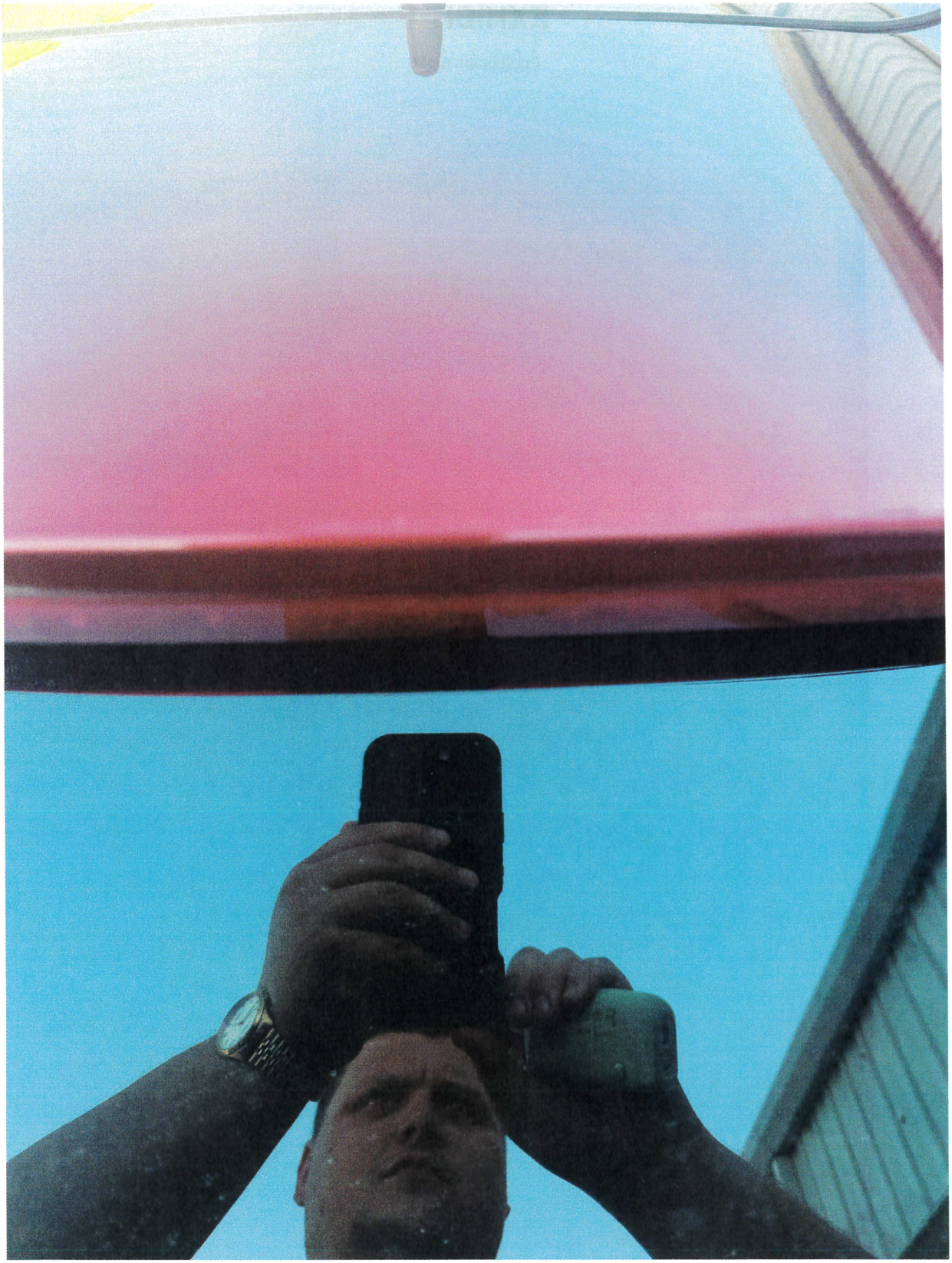
Photograph 4 of 6



Vehicle roof/rear area — photograph documenting vehicle condition.

EXHIBIT E

Photograph 5 of 6



Nighttime photograph documenting the vehicle at/near the location around the time of the incident.

EXHIBIT F

Photograph 6 of 6

Copyrighted
August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 3.

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

ATTACHMENTS:

1. Memo Council for 2026_08_17
2. Approving Expenditures Resolution 2026_08_17
3. Expenditure Report
4. Expenditure Report - Exceptions

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: August 11, 2026

Finance is submitting the following expenses to City Council for approval at the August 17, 2026, meeting. Payments on these expenses will be made on August 19, 2026.

In addition, Finance is submitting expenses paid since August 5, 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 08-19-2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
563 DESIGN PLLC	$ 6,500.00	DESIGN OF THEATER MODIFICATIONS
A & G ELECTRIC COMPANY	1,049.30	POD MARINA DOCK POWER ISSUES
A-1 MOBILE STORAGE SERVICE, LLC	175.00	STORAGE CONTAINER FOR BRANCHING OUT DBQ
AECOM TECHNICAL SERVICES INC	40,487.26	B2E2 (705) RAISE Planning Grant Design Services
AIRGAS USA LLC	11.16	(N) SWS - Airgas Rental - 7/31/26
AIRGAS USA LLC	23,807.78	Liquid Oxygen for the WRRC - FY27
AIRGAS USA LLC	109.56	Medical Oxygen for Ambulances for FY27
AIRGAS USA LLC	2,740.94	Tank & Vaporizer Rental - FY27
AJGX3	240.00	Shirts for MLB
ALLIANT ENERGY	12,276.35	(B) PW- FY27 Alliant Energy Cost Multiple Location
ALLIANT ENERGY	32.58	2820 Brunswick - Alliant Energy - (City Owned)
ALLIANT ENERGY	1,401.08	Electricity E 16th and Jackson St Pump Station
ALLIANT ENERGY	91,197.26	FY2027 BLANKET PO-ELECTRICITY
ALLIANT ENERGY	5,400.35	FY27 City Hall Electricty 50 W 13th
ALLIANT ENERGY	431.04	FY27 Electrical Service for 300 Main, Suite 330
ALLIANT ENERGY	133.54	FY27 Electricity 411 E 15th
ALLIANT ENERGY	1,287.60	FY27 Electricity Engine House 1805 Central LA LB
ALLIANT ENERGY	8,021.12	FY27 Electricity Federal Bldg 350 W 6th St
ALLIANT ENERGY	12,764.25	MNT Services Electricity
ALLIANT ENERGY	619.21	Street and Traffic Lights Electricity
Ascendance Trucks LLC	2,269.22	(B) FM - Parts & Service
AT&T Mobility	2,672.26	(B) PW- FY27 AT&T First Net Monthly Charges
AT&T Mobility	972.51	AT&T FirstNet - 06/29/26-07/28/26
AT&T Mobility	312.01	FY2027 BLANKET PO-MONTHLY PHONE & IPAD FEES
AT&T Mobility	885.38	IPHONES AND IPADS PARKS-JUNE 29 TO JULY 28, 2026
AV FUEL	96,609.92	FY27 Aviation Fuel
BILL MILLER LOGGING INC	800.00	MULCH FOR BERGFELD
BLACK HILLS/IOWA GAS UTILITY CO	24.38	2820 Brunswick St. - Black Hills - (City Owned)
BLACK HILLS/IOWA GAS UTILITY CO	24.00	514 Angella - (City Owned) - Black Hills
BLACK HILLS/IOWA GAS UTILITY CO	139.16	FY2027 BLANKET PO - GAS
BLACK HILLS/IOWA GAS UTILITY CO	139.93	FY27 Fed Bldg Natural Gas
CALLAWAY GOLF SALES COMPANY	1,645.96	PRO SHOP MERCHANDISE
CALLAWAY GOLF SALES COMPANY	603.92	PRO SHOP SPECIALTY ITEMS
CENTER FOR PUBLIC SAFETY EXCELLENCE	1,840.00	Annual Accreditation Fee
CINTAS CORP	1,507.97	(B)- FO FY27 Cintas Various Maintenance
CINTAS CORP	330.52	FY2027 BLANKET PO-UNIFORMS
CINTAS CORP	104.01	FY27 Floor Mat Service City Hall, Annex, Fed Bldg
CINTAS CORP	606.53	Rugs/Towels for the WRRC-FY27
CINTAS FIRST AID & SAFETY	67.45	(B)- FO FY27 Cintas First Aid Supplies
City of Dubuque	259,335.00	SUBSIDY/SHORTFALL FOR FY27
CITY OF DUBUQUE IOWA/FIVE FLAGS	200,192.50	SUBSIDY-SHORTFALL FY27
CLARKE UNIVERSITY	224.34	Franchise Fee FY27
COMMUNICATIONS ENGINEERING CO	427.00	NETWORK EQUIPOMENT AND INSTALL-REMOTE SITES
CONLON CONSTRUCTION CO	168,537.23	Library Interior Renovations
CONSTELLATION NEW ENERGY GAS DIV	686.84	(B) MSC- FY27 Garage- Constellation Gas Supply
CONSTELLATION NEW ENERGY GAS DIV	147.83	FY27 City Hall Natural Gas
CONSTELLATION NEW ENERGY GAS DIV	2,114.17	MNT Services Natural Gas
CRAWFORD HEATING AND COOLING CO INC	793.16	(N)FO- Fire Sprink- Annual Insp Bell St/ Star Brew
CRAWFORD HEATING AND COOLING CO INC	1,754.18	(N)FO- Fire Sprinkler- Repair RPZ Star Brewery
CRAWFORD HEATING AND COOLING CO INC	2,388.22	BACKFLOW INSPECTIONS
CRAWFORD HEATING AND COOLING CO INC	212.00	Fire backflow testing
DAN ARENSDORF CONSTRUCTION	900.00	(N) MSC- Pulverized Soil to MSC 07/17/26
DATA AXLE	600.00	Iowa State Business Directory
DEMMER OIL COMPANY	33,836.77	7305 Diesel
DITTMER RECYCLING INC	151.00	FY27 Shredding Service City Hall, Legal, Fed Bldg
DITTMER RECYCLING INC	537.02	Landfill Fees - 20 yrd/2 yrd - FY27
DITTMER RECYCLING INC	2,049.48	REFUSE FOR JULY 2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DUBUQUE COMMUNITY SCHOOL DIST	1,429.41	Franchise Fee FY27
DUBUQUE COUNTY RECORDER	28.00	Dubuque County Recorder-CDBG (Blanket PO)
DUBUQUE COUNTY RECORDER	27.00	RECORDING FEE FOR 715 ROSE
DUBUQUE HOSE & HYDRAULICS	212.74	(N) FM - BLDG 4 WAY - STRAINER/SCREEN
DUBUQUE VISITING NURSE ASSOCIATION	3,838.05	Dubuque Visiting Nurse-project 8X0173-LHH24
DUBUQUE VISITING NURSE ASSOCIATION	79.22	FY 2027 Healthy Homes VNA Work
EAST CENTRAL INTERGOVERN ASSOC	1,367.50	16th St DetentionBasinCulver&Stormwater PumpStatio
EASTERN IOWA EXCAV & CONCRETE LLC	138,898.62	ENG -Loras- Reconstruction and Repair
Edge Ecom LLC	12,498.00	Fitness Equipment for 6 Fire Stations
ENGINEERED EQUIPMENT SOLUTIONS INC	16,704.30	Parts for Digester Transfer Pump Repair
ENGINEERED EQUIPMENT SOLUTIONS INC	1,091.20	Rotating Bushings for Digester #2 Transfer Pump
EXPRESS EMPLOYMENT PROFESSIONALS	2,800.00	Charge for Custodian - Phyllis Arensdorf
FEDEX	34.41	Fed X Shipping Fee-Water Bottle Sample -Lead&Coppe
FEH Associates Inc	2,339.81	Minor Mods Project
FEHR-GRAHAM & ASSOCIATES LLC	1,601.75	PROFESSIONAL SERVICES-MADISON PLAYGROUND
FEHR-GRAHAM & ASSOCIATES LLC	1,531.75	PROFESSIONAL SERVICES-MURPHY PLAYGROUND
GANSEN EXCAVATING INC	229,804.36	Loras and Locust Storm Reconstruction Project
GARRATT-CALLAHAN COMPANY	1,200.00	Monthly Water Treatment Service - FY27
GENUINE PARTS COMPANY INC	1,253.74	(B) FM - Various Parts
GERMAINE ELECTRIC	11,146.98	Several Electrical Items at Fire Headquarters
GIESE SHEET METAL CO INC	654.47	(N) MSC- Repairs to Air Conditioner 08/06/26
GIESE SHEET METAL CO INC	685.04	ST3-Replaced Bad Motor in One Condenser
GILLIG LLC	228.44	(B) FM - Various Parts
GRAYMONT WESTERN LIME INC	5,945.50	FY2027 BLANKET PO-HIGH CALCIUM QUICKLIME
HAWKINS INC	3,549.22	Sodium Hypochlorite - Bulk order
HDR ENGINEERING INC	19,073.74	(B) Task Order 10-Sani Sewer Asset Management Plan
Heartland Business Systems, LLC	6,435.00	Software Support & Maintenance
HOUSING	52.50	2243 WHITE PROPERTY SOLD RL REIMBURSEMENT
HOUSING	37.50	242 BRYANT PROPERTY SOLD RL REIMBURSEMENT
HOUSING	37.50	244 BRYANT PROPERTY SOLD RL REIMBURSEMENT
HOUSING	56.25	2522 QUEEN PROPERTY SOLD RL REIMBURSEMENT
HOYNE LANDSCAPING & SNOW PLOWING	825.00	(N) FO- Pick up Pulverized Dirt to MSC 06/16-23/26
INGRAM LIBRARY SERVICES INC.	27.26	Childrens books FY27
INGRAM LIBRARY SERVICES INC.	3,639.99	FY27 Books for Adult Collection
INGRAM LIBRARY SERVICES INC.	29.22	Teen YA library material - 3606-65020
IOWA COMMUNITIES ASSURANCE POOL	6,556.01	FY27 Damage Claims
IOWA KENWORTH INC	(2,524.27)	(B) FM - PARTS
IOWA KENWORTH INC	13,990.16	(N) FM - SERVICE/PARTS UNIT #2680
Iron Creek Group LLC	2,336.15	FY27 Rent for 300 Main, Suite 330
J & R SUPPLY COMPANY	216.00	SOD STAPLES & DRAINAGE CONNECTORS
KANE, NORBY AND REDDICK, PC	336.00	Hendrik Van Pelt 05/19/26
KANE, NORBY AND REDDICK, PC	644.00	Hendrik Van Pelt 07/21/26
Kathryn Arnold	1,350.96	6 Hose Tray Dividers
KENNETH J MEYER	495.00	(N) FM - DEPT GLOVES (ADMIN SAFETY SUPPLIES)
KIM A HERRIG	422.04	FY27 Custodial Services for 300 Main, Suite 330
KNOX COMPANY INC	1,298.00	KnoxConnect Software Support
L&N Penny LLC	55.00	Butts Weekly flowers 08/11/2026
LIBRARY	60.69	June/July Mileage
LIME ROCK SPRINGS CO	415.44	FY27 BEVERAGE CONTRACT
MACQUEEN EQUIPMENT GROUP	104.58	(B) FM - Various Parts
MANDERS INC	24,978.00	3rd & Main Chamber Ext Patio Concrete Phase 2
Mark E Ricke	1,000.00	2026-27 Best in Show - per bs
MARTIN EQUIPMENT OF IL INC	3,259.23	(B) FM - Parts & Service
MATHEWSON PRINTING LLC	14.05	Name Plate LRPAC Cathy Dickens
MCGRATH AUTOMOTIVE GROUP INC	245.40	(N) FM - PART (CLEAR STATEMENT) #UNIT 2609
MEDICAL PRIORITY CONSULTANTS	15,035.00	Renewal for EMD EFD and EPD
MIDWEST MOTOR SUPPLY CO INC	229.86	(N) FM - PARTS
MIDWEST TAPE LLC	8,819.44	FY27 Downloadable materials for adult collection
MIKE FINNIN FORD LLC	2,738.07	(B) FM - Parts & Service
MIRACLE CAR WASH CORP	31.96	0913 car wash

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Molly Schreiber	200.00	Sound Bowl demonstration
MORRISON BROTHERS CO	29.85	(N) FM- TUBING UNIT 3457
MULGREW OIL COMPANY	75,718.16	(B) PW-Fuel
MULGREW OIL COMPANY	4,282.54	FUEL FOR GENERATORS
MULGREW OIL COMPANY	5,104.05	UNLEADED & DIESEL FUEL- BHGC
MULGREW OIL COMPANY	7,361.82	UNLEADED FUEL- POD MARINA
NORTHERN LIGHTS FOODSERVICE	459.35	MISC FOOD ITEMS- BHGC
ONLINE COMPUTER LIBRARY CENTER	823.14	OCLC annual agreement
O'REILLY AUTOMOTIVE INC	164.99	(B) FM - PARTS AND OP SUPPLIES
ORIGIN DESIGN CO	9,154.25	Task order 25-1
ORIGIN DESIGN CO	11,629.75	Task order 35-1
Peterbilt of Wisconsin	773.84	(B) FM - PARTS
PHELPS THE UNIFORM SPECIALISTS	102.04	FY27 Weekly Uniform Cleaning
PORTZEN CONSTRUCTION INC	539,108.51	Dubuque Gate and Pump Station Flood Mitigation 16t
RAPIDS REPRODUCTION INC	14,896.00	Plotter Scanner Replacement
RMC IMAGING INC	9,563.00	New Microfilm machine for public use
ROEDER OUTDOOR POWER EQUIPMENT	3,300.00	generators for traffic
ROGER CLEVELAND GOLF CO INC	424.80	GOLF BALL STOCK
ROUSSELOT INC	582.96	Franchise Fee FY27
SADLER POWER TRAIN INC	42.95	(B) FM - PARTS & SM TOOLS/EQ
Schadl Incorporated	152.28	valve work/pins
Schmitt Island Development Corp.	109,271.36	MANAGEMENT FEE FY27
SEDONA STAFFING	860.94	Hours Worked - Admin Support - 08/02/26
SEDONA STAFFING	489.38	Hours Worked - Admin Support - 08/09/26
SEDONA STAFFING	9,622.20	Temporary Lab Tech - FY26
SHERRILL INC	286.87	POLESAW FOR TREE CREW
STEVEN BUDUO	400.00	AOTR 2026-2027 Exhibiting Artist –Air Garden II
STRAND ASSOCIATES INC	2,900.00	Phase I 2025 MCC & PLC Upgrades-25-11 1154.124
STRAND ASSOCIATES INC	3,346.10	PRELIMINARY DESIGN-EXTERIOR WALL
STRAND ASSOCIATES INC	1,418.86	SCADA Consulting Svces - Tsk 26-02, Pro 1154.053
STRAND ASSOCIATES INC	1,251.53	WRRC Drying Pad & Cost to Treat Analysis
STRAND ASSOCIATES INC	1,230.15	WRRC Facility Plan Update-Tsk 25-14, Proj 1154-139
STRAND ASSOCIATES INC	55,000.00	WRRC Solids Processing Bld Elec & Ctrl Rm Replace
SUSTAINABLE STRATEGIES DC	14,500.00	Professional strategic funding services-grant writ
TCO Radon Too Inc	600.00	All Stations-Radon Testing
THE LOCKSMITH EXPRESS	175.00	Install Locks on 2046 WASHINGTON
THOMPSON TIRE & RETREAD	233.00	(B) FM - Parts, Service, Op Supplies
THREE RIVERS FS INC	1,015.18	(N) SWS - Diesel Exhaust Fluid - 8/11/26
THREE RIVERS FS INC	96.00	(N) SWS- GPI Fuel Pump Vane Kit 08/05/26
THREE RIVERS FS INC	1,948.65	(N) SWS- K600 Pulse Meter 1" GPR035 Pump 08/05/26
UNION HOERMANN PRESS	11,517.69	Data Center Surveys & Mailing
US Peroxide LLC	126,809.85	Chemical Dosing at the WRRC FY27 (incl FY26 inv.)
WELU PRINTING COMPANY	400.63	COD Universal Application Marketing Outreach Mater
WEX HEALTH INC	1,030.55	FY27 COBRA, Commuter, FSA Admin - July 2026
White Cap LP	796.60	2 Barrel Fans
White Cap LP	7,233.92	Curb Forms
White Cap LP	(31.38)	Gap and crack straw STS
WHKS AND COMPANY	23,000.00	WHKS Task Order 30 - 17th W Locust FEMA BRIC Grant
WHKS AND COMPANY	27,304.72	WHKS Task Order 31 - 17th W Locust 90 Plans
WK CONSTRUCTION CO INC	28,235.46	2026 PW Asphalt Milling Services
	$ 2,661,215.03	

CITY OF DUBUQUE, IOWA
07/30/2026 - 08/13/2026
EXPENDITURES BY PURPOSE AND VENDOR

Vendor	Description	Amount
1PASSWORD	Password app	47.88
7G DISTRIBUTING LLC	Alcohol Purchase Recreation	821.95
A & G ELECTRIC COMPA	Engine House receptacles	477.59
A & G ELECTRIC COMPA	Fed Bldg Electrical switch install	369.91
A M LEONARD INC	EZ PICK UP TOOL FOR STAFF	241.99
A M LEONARD INC	STRAPS FOR TREE STURDINESS AND LABELS FOR PICKUP	217.52
ABELN ABSTRACT	river city dev/crossroads/249154	595.00
ACCO UNLIMITED CORPO	POOL CHEMICALS	5,763.40
ACCURATE ANALYTICAL	1920 Jackson APT A/B - 1743.5 White - EBL Testing	229.00
ACUSHNET CO	Refund on Pro Shop Specialty Items	(103.50)
ACUSHNET COMPANY	Pro Shop Specialty Items	469.00
ADAM'S DANCE CONNECT	FY27 RECREATION DANCE CLASSES	160.00
ADDOCO INC	MULCH FOR GREENHOUSE AREAS	1,210.00
ADOBE SYSTEMS INC	Asobe CC for IT/MS 3515732763	779.88
ADOBE SYSTEMS INC	Lib. materials software HD045617427CUS	31.79
Advanced Turf Soluti	TURF CHEMICALS	8,307.50
ADVANTAGE SHEET META	FY27 HVAC Services City Hall	315.00
ADVANTAGE SHEET META	HVAC REPAIRS TO JOTC 5/26/26	780.00
AECOM TECHNICAL SERV	17th W Locust FEMA BRIC Grant Assistance	16,249.53
AECOM TECHNICAL SERV	B2E2 (705) RAISE Planning Grant Design Services	51,897.48
AHLERS & COONEY PC	Environmental Professional Fees 07/23/26	476.00
AHLERS & COONEY PC	Environmental Professional Services 06/24/26	918.00
AHLERS & COONEY PC	General Professional Services	72.00
AHLERS & COONEY PC	Portzen Arbitration Professional Services	748.00
AHLERS & COONEY PC	Urban Renewal General Professional Services	300.00
AHS Rescue LLC	Technical Rescue Team Tools	3,303.35
AIRGAS LLC - NORTH N108	PERSONAL PROTECTION EQUIPMENT/GLOVES	351.60
AIRGAS USA LLC	FY2027 BLANKET PO-TANK RENTALS	5.58
AIRGAS USA LLC	Liquid Oxygen for the WRRC - FY27	12,448.29
AIRGAS USA LLC	Medical Oxygen for Ambulances for FY27	17.54
AJGX3	Shirts for MLB	960.00
AK & L Business LLC	PIZZAS FOR CONTRACTOR MEETING	128.52
ALDI 64081	ADMIN OFFICE SUPPLIES	7.98
ALL SEASONS HEATING	FBO Air Conditioner	482.50
ALL STAR ENVIRONMENT	Nuisance clean up 2545 Marywood Dr	815.72
ALLIANT ENERGY	(B) PW- FY27 Alliant Energy Cost Multiple Location	311.14
ALLIANT ENERGY	0557811000 PORT RAMP FY27	4,143.57
ALLIANT ENERGY	2527 Washington - Alliant Energy - City Owned	3.61
ALLIANT ENERGY	2527 Washington St. - Alliant Energy - (City Owned	43.40
ALLIANT ENERGY	514 Angella - Alliant Energy (City Owned)	86.73
ALLIANT ENERGY	Alliant 0539621000 12th Bluff Lot FY26	23.86
ALLIANT ENERGY	Alliant 1406331000 Intermodal Ramp FY27	2,293.85

Vendor	Description	Amount
ALLIANT ENERGY	Alliant 1522511000 5th St Ramp FY27	2,957.42
ALLIANT ENERGY	ALLIANT 4392701000 Ramps/Lots FY27	8,785.27
ALLIANT ENERGY	Alliant 6477860931 12th Elm Lot FY27	108.63
ALLIANT ENERGY	ELECTRIC BILLS FOR FY27	36,018.13
ALLIANT ENERGY	Electricity for Intermodal July 26	2,968.42
ALLIANT ENERGY	Electricity for JOTC July 26	3,310.49
ALLIANT ENERGY	FY27 - Electricity Expenses for 6 Fire Stations	4,205.84
ALLIANT ENERGY	FY27 Alliant Street and Traffic Lights	5,223.11
ALLIANT ENERGY	FY27 Electricity 1300 Main City Hall Annex	1,751.43
ALLIANT ENERGY	FY27 Electricity MFC 1157 Central Ave	3,445.18
ALLIANT ENERGY	FY27 Electricity W 5th Restrooms	74.89
ALLIANT ENERGY	Street and Traffic Lights Electricity	796.86
ALTORFER INC	(B) FM - Parts & Service (Gen Maint) under MSA	1,261.25
Amano McGann Inc	Amano Mcgann Software Fees FY27	7,586.00
AMAZON MARK* 836RP7853	Goldmate 800W UPS 2807455	191.99
AMAZON MARK* 9A1F24EF3	Special Events, event supplies, food, etc	128.80
AMAZON MARK* A76CA30K3	program materials	75.98
AMAZON MARK* B412D9Z63	GARDEN HOSE FITTING/SPLITTER TO BE USED WHEN SUPPL	17.69
AMAZON MARK* DB4U877U3	IPHONE CHARGERS FOR DISTRIBUTION STAFF	91.96
AMAZON MARK* E36KP32O3	Special Events	851.35
AMAZON MARK* IR3SW1LA3	Special Events, event supplies, food, etc	103.84
AMAZON MARK* LG65W3XX3	Office Supplies Name stickers for Public Input Eng	6.99
AMAZON MARK* UX53Y8YW3	Special Events, event supplies, food, etc	13.00
AMAZON MARK* WB03N56A3	DVD burner and AAA batteries 07/08/2026	45.51
AMAZON MARK* YM48Z8M83	HOSES FOR SUPPLYING TEMPORARY WATER FOR CONTRACTOR	19.98
AMAZON MKTPL*1Q0HV9IU3	AC Safety PPE and cat food for trapping	101.22
AMAZON MKTPL*2K8DO5HU3	Program Equipment	212.63
AMAZON MKTPL*2L9FV0043	Supplies for IT	111.50
AMAZON MKTPL*354OI5O03	Flannel board supplies 1685828	30.39
AMAZON MKTPL*3V7GT3HD3	Sm Tools/Eq: charging cords, charging boxes, adhes	302.48
AMAZON MKTPL*4C8XM82M3	legal size pocket folders	113.12
AMAZON MKTPL*5885B1DF0	CMO Office Supplies	26.99
AMAZON MKTPL*6330063K3	pest control	44.45
AMAZON MKTPL*6R76Q2MG3	board games and video game supplies 4806655	128.77
AMAZON MKTPL*7D64P5T13	Poison Ivy wipes and lotion	68.46
AMAZON MKTPL*7J6QE6FH3	Ear Protection	50.99
AMAZON MKTPL*7K5JY5DR3	Craft supplies 9135403	19.50
AMAZON MKTPL*7R0U68QH3	HQ - kitchen towels/dishcloths	35.99
AMAZON MKTPL*7X14C6N53	DTF white ink 8577053	49.99
AMAZON MKTPL*7Y8TF15C3	Replacement TV for Phoenix alert system	99.99
AMAZON MKTPL*815SY8D03	Batteries 4016255	6.64
AMAZON MKTPL*9S3PW2H43	Spray/Soap Dish	20.96
AMAZON MKTPL*A06H961U3	3d filament restock and solenoid locks 0915452	321.69
AMAZON MKTPL*AE3JL87A3	Hudson Valve	32.99
AMAZON MKTPL*AK2KN1DZ3	office supplies 5694669	78.70
AMAZON MKTPL*B175R19W3	CMO Office Supplies	302.91

Vendor	Description	Amount
AMAZON MKTPL*B99ZA44V3	Misc Supplies for PoD Marina	110.29
AMAZON MKTPL*BI3PH87B3	Notebook for Chris	8.50
AMAZON MKTPL*BQ67D90D3	Grommet Tool Kit/Ear Protection	95.48
AMAZON MKTPL*BX7WA5T73	Hand Dryer for Comiskey Restroom Repair	778.00
AMAZON MKTPL*CC7AV3EP3	wall mount for phone Mitel phone lobby	43.00
AMAZON MKTPL*CF4HH33J3	Box cutter for incoming supplies; ipad cover for	33.97
AMAZON MKTPL*DA1BR52S3	Materials for Youth Sports	38.57
AMAZON MKTPL*DB3CK1Y23	July 4th Oil	140.96
AMAZON MKTPL*DC5B80AF3	signage for data center	48.15
AMAZON MKTPL*DR5X67PB3	July 4th Oil	101.84
AMAZON MKTPL*DS1PQ5GJ3	hard drive for traffic	719.99
AMAZON MKTPL*DZ27C6X73	plumbing supplies	132.98
AMAZON MKTPL*DZ6N75SV3	Program Equipment	21.55
AMAZON MKTPL*ET89Z6323	lib. supplies and materials 4192256	105.35
AMAZON MKTPL*FN0RE0F53	CMO Office Supplies	170.09
AMAZON MKTPL*FW5AH1MP3	Traffic Cones	86.90
AMAZON MKTPL*G56DM0W43	Foam Ear Plugs	18.79
AMAZON MKTPL*G79OB77J3	Laser alignment tool for Ohmtech laser heads 51562	29.99
AMAZON MKTPL*GR0365VY3	Laser alignment tool 4987424	40.00
AMAZON MKTPL*GU7300O13	Book 1167412	86.31
AMAZON MKTPL*GX30A98R3	office supplies	79.78
AMAZON MKTPL*H37JL2YD3	Stores: stock exhaust pipe/mower muffler	73.76
AMAZON MKTPL*HD81Q9TK3	256GB SD cards 9504218	103.49
AMAZON MKTPL*HF9609CY3	Inspector Equipment - Flashlights (2)	154.98
AMAZON MKTPL*I55JW4TW3	Hair nets for inspection	8.99
AMAZON MKTPL*IP3ON6963	420006# - Heavy duty tool mount	119.12
AMAZON MKTPL*JO15D6I03	flag restring kits	183.58
AMAZON MKTPL*K26NI3P73	Kitchen Utensils	81.95
AMAZON MKTPL*KJ3XK2WP3	Craft supplies 7389029	221.23
AMAZON MKTPL*L25Q37A43	Office Supplies - Business Card Holders (3)	110.22
AMAZON MKTPL*M64VG79O3	office supplies-pens 8386612	32.79
AMAZON MKTPL*MD6PI2MN3	Pool Program Supplies	256.50
AMAZON MKTPL*NC9HO2913	plumbing supplies	14.39
AMAZON MKTPL*NH2Z64Q83	Insecticide Spray - bed bugs	51.03
AMAZON MKTPL*NN53A6983	EMS supplies	15.98
AMAZON MKTPL*NO7GR37E3	Stores: 5g gear oil pail	557.76
AMAZON MKTPL*O17AW6HW3	Mouse/Calendar	27.87
AMAZON MKTPL*O931A2VG3	Hose & Soap for PoD Marina	93.89
AMAZON MKTPL*OF2989KD3	ms craft supplies 06/18/2026	148.02
AMAZON MKTPL*P20R768G3	Notebooks for Shena	14.96
AMAZON MKTPL*PE7DG7HJ3	white board	91.98
AMAZON MKTPL*QF5KP9U13	NEW WALL MOUNTS FOR 4 NEW PHONES AT WATER TREATMEN	172.00
AMAZON MKTPL*R082V9VD3	HQ - kitchen hood filters	82.90
AMAZON MKTPL*R086S9PU3	LC-ST for VFL	7.99
AMAZON MKTPL*R137194P3	McAleece Concessions	19.47
AMAZON MKTPL*R84IY4R33	Office Supplies used at Public Input Engagement Me	354.64

Vendor	Description	Amount
AMAZON MKTPL*RR1VT1WU3	Supplies for summer school 1167212	43.36
AMAZON MKTPL*RV9P75FH3	Maker space supplies 4332261	74.45
AMAZON MKTPL*SH4322LY3	Silica gel and crafting supplies 9894669	102.56
AMAZON MKTPL*SN3YU0FA3	tools	40.05
AMAZON MKTPL*T74BK8Z93	batteries for Parking Ramp cleaning	226.20
AMAZON MKTPL*TJ5337WI3	CMO Office Supplies -Paper	97.25
AMAZON MKTPL*TR2SP3NB3	3D filament restock 0915452	90.70
AMAZON MKTPL*U052R2593	library materials for circulation 3397846	189.82
AMAZON MKTPL*U88AO0BG3	Rec Admin Office Supply	8.99
AMAZON MKTPL*UE1K49VE3	Materials for Youth Sports	37.13
AMAZON MKTPL*UF28K9JR3	books and supplies 7269006	38.03
AMAZON MKTPL*US0755AO3	cleaning supplies 5976243	110.58
AMAZON MKTPL*US5AI83X3	Office Supplies - Calendar	5.93
AMAZON MKTPL*UT69S9333	Easel for meetings	17.99
AMAZON MKTPL*UZ4C19VE3	Replacement Co2 tube. focus lens and mirrors for l	690.04
AMAZON MKTPL*V61NN64M3	Chris Headset and Renee Notebook	117.50
AMAZON MKTPL*VH7LR36O3	July 4th Oil	154.14
AMAZON MKTPL*W23OA4SL3	Materials for Youth Sports	60.94
AMAZON MKTPL*WG6UG4AA3	2 Snapmaker U1s for Makerspace 4155406	1,613.10
AMAZON MKTPL*WW1YE9FS3	Office hooks for Chris	17.83
AMAZON MKTPL*XK80G2RP3	CMO Office Supplies	35.84
AMAZON MKTPL*XN84H5053	Binders for fire plan, markers and magnets for dry	198.01
AMAZON MKTPL*ZG7V11PF3	Micro magnets 4570646	15.99
AMAZON MKTPL*ZL0T63QW3	glare screen for monitor 1581847	76.99
AMAZON MKTPLACE PMTS	book REFUND 3730633	(13.85)
AMAZON MKTPLACE PMTS	Credit for damaged box of paper received	(97.25)
AMAZON MKTPLACE PMTS	Janitorial Supplies Refund	(75.06)
AMAZON MKTPLACE PMTS	Program Supplies Refund	(34.95)
AMAZON MKTPLACE PMTS	Refund of Ear Protection	(47.49)
AMAZON MKTPLACE PMTS	refund plumbing supplies	(132.98)
AMAZON RETA* 017JB8TE3	Book	21.95
AMAZON RETA* 581033UL3	Terminal Printer	189.00
AMAZON RETA* 7A1LD8TH3	EDUCATION MATERIALS	29.50
AMAZON RETA* AE7Q37763	2 books for library's collections 3274650	35.59
AMAZON RETA* B403Q9UU3	plumbing supplies	13.39
AMAZON RETA* E84JO6N53	faucet repair parts	60.08
AMAZON RETA* FV2SZ2B33	Book 1530638	22.99
AMAZON RETA* GO02T9D03	Velcro for Fire Helmets	8.65
AMAZON RETA* GY6EC4II3	Pool Signs	9.43
AMAZON RETA* L59LP0N53	water fountain filters - JOTC building	245.13
AMAZON RETA* QC1CP62H3	ADMIN OFFICE SUPPLIES	39.99
AMAZON RETA* QE9BY97Y3	plumbing supplies	11.15
AMAZON RETA* R74AR1Q03	6 books for library collections 6481849	85.62
AMAZON RETA* SB6ZS8PY3	light fixture	25.03
AMAZON RETA* SC7986KH3	Copy Paper	29.18
AMAZON RETA* SI3XD6LT3	custodial supplies	20.37

Vendor	Description	Amount
AMAZON RETA* W08O03C43	Books 6611420	115.36
AMAZON RETA* WL7SF8K83	Video games and book for collection 9271436	174.24
AMAZON RETA* XD86I88K3	Rec Admin Office Supply	17.88
AMAZON RETA* XE9371413	Wall protection	12.12
AMAZON RETA* XN0BJ5FH3	Rec Admin Office Supply	13.62
AMAZON RETA* Y31US48R3	USB to db9 serial adapters	25.58
AMAZON RETA* ZC56P6HS3	pest control	18.97
AMAZON.COM*416OM54A3	books for book club 0044262	208.68
AMAZON.COM*5N5OT7AZ3	CMO Office Supplies	67.98
AMAZON.COM*5Q7G52E13	New batteries for server battery backups per IT	331.83
AMAZON.COM*EA1YY1A93	Printer paper and card stock for office	46.74
AMAZON.COM*EF8V92UN3	10 book club books and 2 books for collection 1551	194.40
AMAZON.COM*IT0LB0RR3	CMO Office Supplies	49.60
AMAZON.COM*KP3PI2YB3	6 books to ad to lib. collection	99.96
AMAZON.COM*M37L84IR3	Kristin Hill's headset, PIO Office Supplies	35.61
AMERICAN AIRLINES	Admin Meetings & Conferences	1,099.80
AMERICAN AIRLINES	Econ Mob Meeting and Conferences	322.80
AMERICAN AIRLINES	Econ Mob Meetings and Conferences	30.00
AMERICAN AIRLINES	Econ Mobility Meetings & Conferences	1,099.80
AMERICAN AIRLINES	ICMA EMO Flight 2026 National Economic Mobility an	812.60
AMERICAN ASSOC OF CODE	for CEU's	20.00
AMERICAN FAMILY MUTA	1523 Elm St; Jurisic, Ruth Property Insurance	2,234.00
AMERICAN LEGAL PUBLI	Code Supplements	291.00
AMERICAN RESPONSE VE	130004# Parts	88.04
AMERICAN RESPONSE VE	130010# Parts	76.04
AMERICAN WATER WORKS	AWWA INDUSTRY STANDARDS-REPLACEMENT AND FLUSHING O	99.00
APPLE INC	weather app	26.74
Aquatic Informatics	FY2027 YEARLY TOKAY SUPPORT SOFTWARE & WEB TEST FE	6,384.05
ARAMARK UNIFORM SERV	FY27 Monthly Linen	392.73
ARNOLD FIRE EQUIPMENT	Rack to hold equipment on T1	331.26
ARTISTIC CLEANERS IN	Clean July 3rd Uniforms	177.00
Ascendance Trucks	(B) FM - Parts & Service	16,058.71
Ascendance Trucks	UNIT #2695 - INJECTOR, GASKET - 6/5/2026	(7.19)
ASCENDANCE TRUCKS	Mirror	43.17
AT&T MOBILITY EPAY	Cell devices	609.90
AT&T Mobility Nation	AT&T FirstNet Engineering 05/29/26-06/28/26	1,794.10
AT&T Mobility Nation	Cellular Service for Fire Dept & Emerg Mgmt-FY27	2,828.86
AT&T Mobility Nation	FY27 AT&T First Net for PD	5,016.78
ATHENS TECHNICAL SPE	Conflict Monitor Testing	1,491.14
AUTHORIZED MATCO TOOLS D	Sm Tool/Eq: 36" 90 degree radiator wand	29.68
AV FUEL	FY27 Aviation Fuel	125,671.83
B & H FOTO & ELECTRO	Equi purch as part of the PEG Access Channel Opera	619.98
B & H FOTO & ELECTRO	large roll paper 1130453148	286.65
B & H FOTO & ELECTRO	Maintenance - Replacement power supply for damange	93.15
B & H FOTO & ELECTRO	Primera Printer Paper 1130123176	233.00
B & H FOTO & ELECTRO	TAX CREDIT Special events - pop up cooling station	(90.93)

Vendor	Description	Amount
B L MURRAY COMPANY I	Cleaning Supplies	156.58
BACKFLOW PARTS USA	PLUMBING SUPPLIES-BACKFLOW REPAIR PARTS	713.35
BADGEANDWALLET.COM	Badges	125.45
BAILEY CHRISTINE PAL	SUMMER 2026 PLAYGROUND FITNESS CLASSES	560.00
BARD MATERIALS CENTR	EMERGENCY WATER MAIN BREAK REP. - ARLINGTON & DELL	1,388.93
BARD MATERIALS CENTR	Various Concrete and Materials	10,391.57
BB MURALS	AOTR 2025-2026 Exhibiting Artist-Polinator	400.00
BB MURALS	AOTR 2026-2027 Exhibiting Artist – Lumenfly	400.00
BELL TOWER PRODUCTIO	FY 27 Arts Operating Support Grant	20,095.68
Benavate, Inc.	Neighborly Software Licenses - All Grants - FY'27	35,568.00
BENJAMIN R HUNT	SOFTBALL UMPIRE	150.00
BERENS-TATE CONSULTI	111 Arbitrage Rebate Report for Series 2021A	3,000.00
BERL'S COMMERCIAL SUPPLY	baby changing table 107708	283.60
BERNARD COMMUNICATIO	FY27 Monthly Internet Service	99.95
BIG RIVER SIGN CO	Emergency Shelter Signs	259.66
BILL MILLER LOGGING	MULCH FOR AY MCDONALD	2,420.50
BILL MILLER LOGGING	MULCH FOR AY MCDONALD PARK	164.80
BLACK HILLS/IOWA GAS	(B) SWS- FY27 BlackHills Gas Costs LF	53.41
BLACK HILLS/IOWA GAS	1101 & 1157 Central Natural Gas	60.78
BLACK HILLS/IOWA GAS	1805 Central Natural Gas	44.50
BLACK HILLS/IOWA GAS	2527 Washington - Black Hills Energy - City Owned	22.49
BLACK HILLS/IOWA GAS	821 Garfield - Black Hills Energy - (City Owned)	18.75
BLACK HILLS/IOWA GAS	FY2027 BLANKET PO - GAS	43.09
BLACK HILLS/IOWA GAS	FY27 - Gas Utility Expenses for 6 Fire Stations	187.43
BLACK HILLS/IOWA GAS	FY27 Fed Bldg Natural Gas	68.08
BLACK HILLS/IOWA GAS	FY27 INTERMODAL GAS UTILITIES	149.93
BLACK HILLS/IOWA GAS	Locust Ramp Electricity FY27	43.09
BLACK HILLS/IOWA GAS	NATURAL GAS BILLS FOR FY27	2,123.94
BLACKSTONE AUDIO BOO	FY27 CD Audio books for library collection	393.64
Bluepath Finance FC	FY27 - Solar Electricity for 5 stations	2,350.20
BODENSTEINER IMPLEME	(N) FM - PARTS UNIT #4006	83.67
BODENSTEINER IMPLEMENT	BEARING FOR REAR END REPAIR #4448	33.17
BODENSTEINER IMPLEMENT	CYLINDER FOR SEAT STRUT #4469	105.37
BODENSTEINER IMPLEMENT	GASKET, AND SENSOR KIT FOR #4452 TUBE OFF MUFFLER	85.30
BODENSTEINER IMPLEMENT	GEARSHIFT LEVER FOR #4471	51.82
BODENSTEINER IMPLEMENT	KEY AND TEMPERATURE SENSOR FOR #4448	373.51
BODENSTEINER IMPLEMENT	MISC HARDWARE AND REPAIR PARTS FOR #4448	1,723.85
BODENSTEINER IMPLEMENT	SENSOR FOR #4452	567.29
BOOKSOURCE	Phonic playbook 26229351	58.99
BOUND TREE MEDICAL L	EMS supplies	2,929.29
BP#106170016TH STREET AM	GAS FOR CEMENT SAWS	14.70
BP#106170016TH STREET AM	MIXED GAS FOR CEMENT SAWS	12.50
BP#106170016TH STREET AM	Off road fuel - small engine	22.01
Brimeyer Auto Body I	Fix Damage to Ford Escape	2,347.15
BRINC DRONES, INC	Lemur 2 Drone w/ Battery Pack	21,198.00
BRUNE ENTERPRISES LL	FY27 Lawn Mowing Services	8,560.00

Vendor	Description	Amount
Butts Florist	Weekly Flower Arrangements 08/04/2026	55.00
Butts Florist	Weekly Flower Arrangements 7-28-26	55.00
C.H. MCGUINESS CO IN	SLUDGE PLANT BOILER MAKE UP RECEIVER TANK	4,290.00
Camp Software Inc	TotalFBO Subscription	295.00
CANVAS PRODUCTS INC	Red bag for immobilization strap	48.07
CAPITAL SANITARY	Bathroom Supplies	1,482.64
CAPITAL SANITARY	Janitorial Supplies - Intermodal	349.60
CAPITAL SANITARY	Janitorial Supplies - JOTC	762.17
CAPITAL SANITARY	JANITORIAL SUPPLIES- BHGC	135.27
CAPITAL SANITARY	JANITORIAL SUPPLIES FOR PARKS-FY27	143.26
CAPITAL SANITARY	Janitorial supplies for Water Plant	241.29
CAPITAL SANITARY	MFC Janitorial Supplies	541.78
CAPITAL SANITARY	MISC ITEMS FOR SNACK BAR	474.51
CAPITAL SANITARY	ST2-Janitorial Supplies	224.03
CAROLINES RESTAURANT	Breakfast with Consultant Lyle Sumek during Dept M	36.30
CASCADE PIONEER-ADVE	Parks & Rec subscription	16.42
CASCADE PIONEER-ADVE	TH Subscription	16.42
Casey's General Stor	Pizza for Pilots	30.00
CENGAGE LEARNING INC	Large Print Books FY27	189.50
CENTER FOR PUBLIC SA	Accreditation Site Visit	9,601.21
CENTER POINT INC	Large Print Books FY27	25.77
CHAVENELLE STUDIO ME	2026 Circle of Excellence Award	113.00
CHAVENELLE STUDIO ME	AOTR 2025-2026 Exhibiting Artist – "Flow of..."	400.00
CHEM-SULT INC	Polymer for Water Plant Treatment	1,405.60
Chris Wubbena	AOTR 2026-2027 Exhibiting Artist – Action Reaction	400.00
CINTAS CORP	Cintas Ramp Rugs FY27	167.29
CINTAS CORP	FY2027 BLANKET PO-UNIFORMS	1,493.47
CINTAS CORP	FY27 Floor Mat Service City Hall, Annex, Fed Bldg	298.22
CINTAS CORP	JANITORIAL SUPPLIES- BHGC	91.14
CINTAS CORP	Mats, Cloths, shop towels JOTC FY27	421.80
CINTAS CORP	Rugs/Towels for the WRRC-FY27	2,419.94
CINTAS CORP	Various Maintenance - FY26	478.18
CINTAS FIRST AID & S	First Aid Supplies-WRRC - FY27	168.25
CINTAS FIRST AID & S	FIRST AIDE CABINET RESTOCKED FY27	149.48
CINTAS FIRST AID & S	FY2026 First Aid Supplies	190.54
CINTAS FIRST AID & S	FY2027 BLANKET PO-FIRST AID SUPPLIES	98.31
CINTAS FIRST AID & S	Replenish Safety Supplies Garage July 26	12.67
CITY OF DUBUQUE - UB	Community Impact Service Program Intake Meeting Re	1.00
CITY OF DUBUQUE - UB	Community Impact Service Program Intake Meeting-Re	1.25
CITY OF DUBUQUE - UB	Community Impact Utility Bill payments	1,161.20
CITY OF DUBUQUE - UB	Community Impact Utility Bill payments 7/1-7/12	419.44
CITY OF DUBUQUE - UB	Cori and Mae Hingtgen meeting and coffee at Paradi	1.00
CITY OF DUBUQUE - UB	Department Managers Meeting at CSPL	1.25
CITY OF DUBUQUE - UB	Marine 1 fuel	157.17
CITY OF DUBUQUE - UB	Meeting	1.00
CITY OF DUBUQUE - UB	Meeting with the Chamber	1.75

Vendor	Description	Amount
CITY OF DUBUQUE - UB	Mentor Meeting	1.25
CITY OF DUBUQUE - UB	Parking	2.75
CITY OF DUBUQUE - UB	Parking fee for DM at Library	1.50
CITY OF DUBUQUE - UB	Parking fee for DM meeting at Library	3.25
CITY OF DUBUQUE - UB	Parking fee for meeting at CAO	1.50
CITY OF DUBUQUE - UB	Parking fee for meeting for facilitating Data Cent	1.50
CITY OF DUBUQUE - UB	Parking fee for meeting on training and vidl work	1.00
CITY OF DUBUQUE - UB	Parking fees for Dept Mgr meeting on 7/8	1.25
CITY OF DUBUQUE - UB	Parking for DI meeting	1.75
CITY OF DUBUQUE - UB	Passport Parking for meeting at DBQ Rescue Mission	0.75
CITY OF DUBUQUE - UB	Posters for NATA	14.00
CITY OF DUBUQUE - UB	South Pointe meeting, followed by regular Wednesda	2.50
CITY OF SUPERIOR, WI	Sniper Shoot Registration	300.00
CivicPlus	Airport Solid Waste Agency Website Migration Fees	17,582.86
CivicPlus	Annual subscription website hosting related svcs	64,847.52
CLEAN SWEEP OF I & I	Monthly unlimited car wash - Asset 130011	22.00
CLEAN SWEEP OF I & I	Monthly unlimited car wash - Asset 130012	28.00
CLEAN SWEEP OF I & I	Monthly unlimited car wash - Asset 1900	22.00
CLEAN SWEEP OF I & I	Monthly unlimited car wash - Asset 1912	22.00
CLEAN SWEEP OF I & I	Monthly unlimited car wash - Asset 1917	22.00
CLEAN SWEEP OF I & I	Monthly unlimited car wash - Asset 1937	22.00
CLEARSPAN FABRIC STR	REPLACE POLYCARBONATE PANELS-GREENHOUSE	3,735.00
CLEARSPAN FABRIC STR	Sales Tax Refund	(31.51)
CLEVELAND GOLF	PRO SHOP ITEMS	262.80
CLOCKWORK PARTNERS L	VIEWING TOWERS -EPP	101.17
CLUB CAR WASH -JFK RD DU	carwash	24.00
CLUB CAR WASH -JFK RD DU	credit car wash was charged tax	(25.68)
COBRA PUMA GOLF	SPECIAL GOLF SHOE ORDER	71.02
COLLEGE LAWN SERVICE	FY27 Lawn Mowing Services	16,290.57
COLONIAL TERRACE ANI	1. Injured cat. Emerg Vet Serv (Lucky) 2. Non res	501.50
COMELEC INTERNET SER	COMELEC INTERNET SERVICE FY27	126.45
COMELEC INTERNET SER	INTERNET FOR CAMPGROUNDS-FY27	60.00
COMELEC SERVICES INC	KDUB Tower Fees - 8 Units - FY27	240.00
COMMAND SECURITY SOL	ALARM MONITORING FY27	108.87
COMMUNICATIONS ENGIN	Firewall Replacement	76,882.17
COMMUNICATIONS ENGIN	NETWORK EQUIPMENT FOR FIBER INSTALL-TREE CREW	3,443.16
COMMUNITY FOUNDATION	FY 2027 COS/POS cf-Envision dbq	18,750.00
COMMUNITY FOUNDATION	FY 2027 COS/POS cf-Project Hope	21,250.00
COMMUNITY INCORPORAT	365Ink Invoice for the AOTR Ad	275.00
Concrete Polyfix, In	Concrete PolyFix - Peru Rd Bridge	6,750.00
CONSTELLATION NEW EN	(B) MSC- FY27 Garage- Constellation Gas Supply	1,059.50
CONSTELLATION NEW EN	FY2027 BLANKET PO - GAS	1,157.22
CONSTELLATION NEW EN	Natural Gas - FY27 - Constellation	4,354.88
CONSTELLATION NEW EN	NATURAL GAS FOR PARKS	327.11
CONTINENTAL AIRLINES	Baggage for NLC Summer Board and Leadership Meetin	45.00
CONTINENTAL AIRLINES	Flight for Blackhat Las Vegas:TK	691.39

Vendor	Description	Amount
CONTINENTAL FIRE SPR	(N) MSC- Fire Sprinkler Heads - Repair and Replace	3,696.00
ConvergeOne Inc	VMWare Licensing Yearly Renewal	30,417.92
Cornerstone Governme	FY27 Government Affairs & Consulting Services	7,500.00
CRAWFORD HEATING AND	BACKFLOW FOR ARBORTEUM	142.50
CRAWFORD HEATING AND	City Facilities Backflow Testing	1,016.43
CRAWFORD HEATING AND	Facilities Fire Backflow Testing	566.00
CRAWFORD HEATING AND	FY27 Backflow - 949 Kerper Blvd - JOTC	530.58
Crawford, Murphy & T	Terminal Exit Lane Improvements	11,900.02
CREATIVE ADVENTURE L	FY 27 Arts Operating Support Grant	21,806.40
CRESCENT ELECTRIC	GFI COVERS FOR TOWN CLOCK	33.74
CRESCENT ELECTRIC	Lighting and Ballasts	185.05
CRESCENT ELECTRIC	LIGHTING CONTACTOR FOR AVON PARK	86.79
CRESCENT ELECTRIC	LIGHTS FOR TOWNCLOCK	83.78
CRESCENT ELECTRIC	Street Meter Batteries	504.50
CRICUT	Cricut maker subscription 72145036	102.59
Crouch Recreation, I	SLIDE AND HARDWARE FOR ENGLISH RIDGE PARK	2,881.80
CURT'S SIGNATURE SIG	Blum Site Banners and Install	7,600.00
CURT'S SIGNATURE SIG	Light Pole Banners	1,750.00
DAN ARENSDORF CONSTR	14th Stone Sewer Repairs	29,830.00
DAVENPORT FARM & FLE	BAR AND CHAIN OIL FOR MOWER CREW	9.99
DAVENPORT FARM & FLE	BATTERIES ,KEYS FOR GRILLS	13.98
DAVENPORT FARM & FLE	BATTERY PACK, AND CIRCULAR SAW FOR #4422 /SCREWS F	236.99
DAVENPORT FARM & FLE	BRUSH SET FOR FAULK PARK DECK REPAIRS	6.49
DAVENPORT FARM & FLE	BUG SPRAY, INSECT REPELLANT AND SUN SCREEN FOR STA	60.34
DAVENPORT FARM & FLE	COMBO TOOL KIT FOR #4422	249.00
DAVENPORT FARM & FLE	RETURNED ROUTER BITS	(44.92)
DAVENPORT FARM & FLE	ROUTER BITS FOR SHOP PROJECTS	86.90
DAVENPORT FARM & FLE	work boots	154.99
DAVIS EQUIPMENT CORP	BELTS & NUTS FOR PROGRESSIVE ROUGH MOWER	161.36
DELTA AIR LINES INC	Econ Mob Meetings & Conferences	561.80
DEMMER OIL COMPANY	1000.7 Gasahol	3,461.42
DEMMER OIL COMPANY	UNLEADED FUEL- POD MARINA	20,251.85
DES MOINES REGISTER	Des Moines Register monthly subscription 7/9/26	52.00
DIETZ ENTERPRISES LL	2900 Brunswick - Construction - HHP'24	14,275.00
DIETZ ENTERPRISES LL	Energy Savers Program approved contract work	5,500.00
Digitech Computer LL	Ambulance Billing Cash Receipts for FY27	15,326.78
DINGES FIRE COMPANY	Various Bunker Gear Repairs	2,427.26
DISH NETWORK LLC	Blanket Purchase Order - Monthly TV Service	153.12
DISH NETWORK LLC	Dish Network for Snack Bar	182.12
District 20 Supply C	PRO SHOP ITEMS	1,078.20
DITTMER RECYCLING IN	FY27 Shredding Service City Hall, Legal, Fed Bldg	150.00
DITTMER RECYCLING IN	TRASH AND RECYCLING CHARGES	150.00
DITTMER RECYCLING IN	TRASH AND RECYCLING CHARGES 7/1/2026 - 7/31/2026	151.00
Doll Distributing LL	Alcohol for Bunker Hill	415.80
DOLLAR TREE #773	Aquatics Program Supplies	18.00
DOLLAR TREE #773	mug program 7/15/2026	43.00

Vendor	Description	Amount
DOLLAR TREE #773	Pool Program Supplies	40.00
Drive Line & Company	(N) FM - SERVICE/PARTS UNIT #130005	206.85
Drive Line & Company	Repair 2500 Series PTO Shaft	306.56
Drive Line & Company	UNDERBODY TRUCK BOX REPLACEMENT DUE TO DAMAGE #300	875.26
DUBUQUE APPLIANCE CE	Refrigerator for Water Plant Breakroom-replaced br	1,199.00
DUBUQUE AREA CHAMBER	Annual Membership Investment	637.00
DUBUQUE ARTS COUNCIL	FY 27 Arts Operating Support Grant	7,399.09
DUBUQUE ARTS COUNCIL	FY27 Arts Capacity Building Grant	1,974.00
DUBUQUE AUXILIARY PO	Insurance for Auxiliary Police	2,869.00
DUBUQUE CHAPTER OF S	FY 27 Arts Operating Support Grant	779.73
DUBUQUE CHORALE	FY 27 Arts Operating Support Grant	3,619.72
DUBUQUE COMMUNITY SC	Franchise Fee FY27	6,081.14
DUBUQUE COUNTY ABSTR	ABSTRACT FEES FOR 2105 WASHINGTON	145.00
DUBUQUE COUNTY FINE	FY 27 Arts Operating Support Grant	2,545.43
DUBUQUE COUNTY FINE	FY27 Arts Capacity Building Grant	5,600.00
DUBUQUE COUNTY HISTO	Franchise Fee FY27	2,099.07
DUBUQUE COUNTY HISTO	FY 27 Arts Operating Support Grant	26,167.68
DUBUQUE COUNTY SHERI	Annual Firing Range Shared Costs	544.40
DUBUQUE COUNTY SHERI	Dubuque County Sheriff RAVE	8,149.98
DUBUQUE COUNTY SHERI	May-June Sheriff Monthly Expenses/MediaCom	44,973.13
DUBUQUE COUNTY SHERI	Ragbrai OT for County Deputies	1,271.30
DUBUQUE COUNTY SHERI	Sheriff Services for JULY 2026	311.00
Dubuque Esports Leag	FY27 RECREATION CLASS INSTRUCTOR	500.00
DUBUQUE FIRE EQUIPME	Annual Fire Inspections	2,357.80
DUBUQUE FIRE EQUIPME	Fire Extinguisher Maintenance	260.90
DUBUQUE FIRE EQUIPME	MFC Fire Suppression	203.50
DUBUQUE HOSE & HYDRA	(B) PW - Various parts LF & Garage	1,067.72
DUBUQUE HOSE & HYDRA	(N) SWS- Shop Supplies LF 07/20/26	440.49
DUBUQUE HOSE & HYDRA	3/4" Battery Impact for Digester #4	399.00
DUBUQUE HOSE & HYDRA	3475#- Hose Repairs	168.24
DUBUQUE HOSE & HYDRA	3476# - socket for cointer weight bolts	64.00
DUBUQUE HOSE & HYDRA	ANCHORS AND SCREWS FOR AY MCDONALD PEDISTAL REPAIR	26.10
DUBUQUE HOSE & HYDRA	BATTERY, PRUNING SHEARS, GREASE COUPLER, PRUNING S	425.69
DUBUQUE HOSE & HYDRA	Bolts for Digester #4 Pump Frame	99.61
DUBUQUE HOSE & HYDRA	Bolts for Digester #4 Sludge Valve	136.76
DUBUQUE HOSE & HYDRA	bolts for mast arms	27.44
DUBUQUE HOSE & HYDRA	Bolts for Septage Auger	28.53
DUBUQUE HOSE & HYDRA	BOLTS FOR TOWNCLOCK LIGHT REPAIRS	1.55
DUBUQUE HOSE & HYDRA	booster cable for JOTC shop	280.80
DUBUQUE HOSE & HYDRA	Concrete tools and supplies	243.70
DUBUQUE HOSE & HYDRA	DRILL BITS FOR SHOP USE	16.00
DUBUQUE HOSE & HYDRA	Fire Hose Adaptor	36.20
DUBUQUE HOSE & HYDRA	GRINDING DISC FOR SHOP	25.62
DUBUQUE HOSE & HYDRA	HYDRANT & VALVE BOLTS	129.28
DUBUQUE HOSE & HYDRA	Hydraulic Hose for Fairway Mower	48.24
DUBUQUE HOSE & HYDRA	IMPACT SOCKET FOR TRUCK BOX AND BLADE BOLTS FOR #4	8.75

Vendor	Description	Amount
DUBUQUE HOSE & HYDRA	MISC HARDWARE FOR ALLISON HENDERSON PLAYGROUND REP	11.29
DUBUQUE HOSE & HYDRA	MISC HARDWARE FOR AY MCDONALD PARK PLAYGROUND REPA	3.38
DUBUQUE HOSE & HYDRA	Op Sup: Bin fill	389.23
DUBUQUE HOSE & HYDRA	Op Sup: Bin fill (constand torque clamp band ss sc	48.90
DUBUQUE HOSE & HYDRA	PAINT FOR GRAFFITI COVER UP AT BEE BRANCH	18.50
DUBUQUE HOSE & HYDRA	ROUTER AND BATTERY FOR OPEN AIR PAVILION REPAIRS A	349.00
DUBUQUE HOSE & HYDRA	S.S. BOLTS FOR WATER MAINS	78.94
DUBUQUE HOSE & HYDRA	Sawzall Blade for Lactation Room	22.00
DUBUQUE HOSE & HYDRA	Shop Supplies	160.33
DUBUQUE HOSE & HYDRA	Shop Tool Repair	150.07
DUBUQUE HOSE & HYDRA	Shop Tool Replacement	70.00
DUBUQUE HOSE & HYDRA	SHOP TOWELS FOR GREENHOUSE	44.50
DUBUQUE HOSE & HYDRA	Soldering Iron	119.00
DUBUQUE HOSE & HYDRA	Stainless Fasteners for Signs	38.55
DUBUQUE HOSE & HYDRA	Stores: #1906 hose	2.90
DUBUQUE HOSE & HYDRA	Supplies for Maintenance Shop	42.75
DUBUQUE HOSE & HYDRA	Supplies for Truck 3909	15.49
DUBUQUE HOSE & HYDRA	tools for truck	114.90
DUBUQUE HOSE & HYDRA	TOWELS FOR SHOP	44.50
DUBUQUE HOSE & HYDRA	Unit 2704 Hydro Fittings	3.99
DUBUQUE HOSE & HYDRA	UV Protection Hat	30.00
DUBUQUE HOSE & HYDRA	Vent Hoses for Digester #4	241.71
DUBUQUE HUMANE SOCIE	FY27 Contracted Services Fee	17,683.88
DUBUQUE MUSEUM OF AR	FY 27 Arts Operating Support Grant	25,077.36
DUBUQUE MUSEUM OF AR	FY27 Arts Capacity Building Grant	8,000.00
DUBUQUE RACING ASSOC	DRA Board Meeting Catering 07/28/2026 (MVM)	14.85
DUBUQUE SIGN COMPANY	2026 AOTR 24008 inv	710.00
DUBUQUE SIGN COMPANY	RAGBRAI SIGNAGE	105.00
DUBUQUE SIGN COMPANY	SIGNAGE FOR PARKS	303.05
DUBUQUE SIGN COMPANY	SIGNS FOR EPP PRAIRIE AREA	381.70
DUBUQUE SOIL & WATER	Annual Pymt for 28E Agreement	132,205.05
DUBUQUE SYMPHONY ORC	FY 27 Arts Operating Support Grant	25,349.94
DUBUQUE SYMPHONY ORC	FY27 Arts Capacity Building Grant	8,000.00
DUBUQUELAND DOOR COM	(N) SWS- RCC Door Repair LF 07/21/26	262.03
E D ETNYRE & CO	3202# - PARTS	3,182.89
E D ETNYRE & CO	3202# - PARTS - 6/1/2026	(1,657.15)
E D ETNYRE & CO	FM - PARTS	1,204.34
EAGLE COUNTRY MARKET	McAleece Concessions	4.98
Eagle Point Solar LL	(B) PW- Removal and Reinstallation of Solar Panels	24,334.80
EASTERN IOWA ASPHALT	(B)- FY27 Loras Blvd Crack Seal Main St to White	16,525.00
EASTERN IOWA ASPHALT	MSC PAVE PRES JOINT- Concrete Band & Crack Seal	5,343.60
EASTERN IOWA EXCAV &	Auburn & Custer Utility & Roadway Project	170,491.31
ECOMM MOST DEPENDABLE FC	REPAIR PARTS FOR MILLWORK DRINKING FOUNTAIN	177.08
Ed Gau	SOFTBALL UMPIRE	150.00
EDWARDS CAST STONE C	Franchise Fee FY27	302.53
ELECTRICAL ENG & EQU	(N) FM - PARTS/SERVICE UNIT#3508	960.00

Vendor	Description	Amount
ELECTRONIC SERVICES	LOAN CLOSING 863 STONE RIDGE	25.41
ELECTRONIC SERVICES	LOAN CLOSING COSTS 2900 BRUNSWICK	25.41
ELECTRONIC SERVICES	LOAN CLOSING COSTS 900 GARFIELD	25.41
ELECTRONIC SERVICES	LOAN CLOSING COSTS 990 ALTHAUSER	25.41
ELLIOTT EQUIPMENT CO	(N) FM - PARTS UNIT #4002	476.77
ENERGETICS	Coupling Sleeve for South Scum Pump Building #55	37.72
ENERGETICS	Oil and Diaphram Kit	86.22
ENTENMANN-ROVIN COMP	Badges for Chief, Assist Chief, and LT	545.10
ENVIROCERT INTERNATIONAL	GREEN INFRASTRUCTURE CERTIFICATION RENEWAL FEE FOR	160.60
ENVISION SPORTS DESI	Transit Employee Uniforms - Rooney	55.00
ESO SOLUTIONS INC	Software Support	66,623.34
ETSY.COM*MRJACKALOPEGIFTS	Etsy order 4103859407	59.12
ETSY.COM*MRJACKALOPEGIFTS	Etsy order tax refund 412859407	(3.50)
EVAN LEWIS INC	Replacement Sculpture	400.00
F&W SERVICE COMPANY	FM - Service - 06262026	285.00
FACEBK *98A6TSVQ62	May 29 - Jun 29 2026 Meta ads	569.02
FACEBK *KKRDEUZFU2	Battery Recycling & Fires Ad	76.00
FACEBK *QQTVSV5GU2	Battery Fires Ad	33.99
FAREWAY STORES #114	Dept Mgr Goal Setting catering ice	5.99
FAREWAY STORES #114	Food for Snack Bar	29.40
FAREWAY STORES #114	Program Supplies- Bombpop for Camp Concoction	6.99
FARONICS TECHNOLOGIE	Deep freeze software for MFC	74.00
FAST LANE MOTOR PART	JOTC shop supplies 6/12/2026	208.44
FEDEX	Fed X Shipping Fee-Water Bottle Sample - Lead	15.32
FEDEX	Fed X Shipping Fee-Water Bottle Sample & Lap Top	44.63
FEDEX	Fed X Shipping Fee-Water Bottle Sample -Lead&Coppe	14.38
FEH Associates Inc	EAGLE POINT WTP THIRD FLOOR CONF. RM PRJ.-CONSTULT	893.25
FEH Associates Inc	Professional Services Bunkroom remodel	18,861.25
FIRST SUPPLY DUBUQUE	HANDLE ASSEMBLEY FOR FLORA POOL	22.34
FIRST SUPPLY DUBUQUE	HANDLE ASSEMBLY FOR FLORA POOL RESTROOM	22.34
FIRST SUPPLY DUBUQUE	ST2 - furnace filters	170.88
FISDAP	Rope Rescue Book	164.30
FLY BY NIGHT PRODUCT	FY 27 Arts Operating Support Grant	1,658.51
FOTH INFRASTRUCTURE	Relocate Taxiway A	13,700.49
FOTH INFRASTRUCTURE	Relocate Taxiway A - Phase 5	261,075.85
Frontline Public Saf	Training Tracker Annual Fee 7/1/26-6/30/27	6,930.00
FUEL EXPRESS FOOD MART	fuel for tennant 1783	76.39
Full Bohr Concrete	2026 Concrete work in public ROW 1	23,350.94
Full Bohr Concrete	2026 Concrete work in public ROW 2	23,523.49
Full Bohr Concrete	2026 Concrete work in public ROW contract 3	24,579.08
Full Bohr Concrete	2026 Concrete work in public ROW Contract 4	19,363.26
Full Bohr Concrete	2026 Concrete work in Public ROW Contract 5	18,294.88
G & R TREE SERVICE I	TREE & STUMP REMOVAL ARROWHEAD DR	2,800.00
GEISLER BROTHERS COM	Blended Sludge Tank Level Brackets	110.00
GENERAL PARTS LLC	Dishwasher Repair	1,962.11
GENUINE PARTS COMPAN	(B) FM - Various Parts	1,475.67

Vendor	Description	Amount
GENUINE PARTS COMPAN	(N) SWS- Shop Tool 4DR 6PT Impact LF 07/08/26	19.85
GENUINE PARTS COMPAN	GARAGE - STOCK FILTER - 3/16/2026	(8.44)
GEOGRAPH TECHNOLOGIE	Crescent Link Subscription	20,000.00
GIERKE ROBINSON COMP	Unknown unit - parts for small tool	53.97
GIESE ROOFING COMPAN	JOTC - Fabricated steel 24 Gauge	41.09
GIESE SHEET METAL CO	(N) MSC- Repairs to Air Conditioner 07/24/26	364.50
GIESE SHEET METAL CO	ALUMINUM PLATE FOR NEW POLY SCALE	55.20
GIESE SHEET METAL CO	Fire HQ HVAC Replacement Project	162,403.41
GIESE SHEET METAL CO	REPAIR OF ADMIN & CNTRL ROOM ROOFTOP HVAC	3,705.19
GILLIG LLC	(B) FM - Various Parts	6,231.68
GODADDY#4122219715	Wildcard SSL for exproxy 133674742	999.98
GODADDY#4122278295	renewal of security cert	119.99
GOTO TECHNOLOGIES US	GoTo Services	18,670.08
GRAINGER INC	(N)- PW Gloves and Safety Glasses Ref/ LF	416.42
GRAINGER INC	BULKHEAD CONNECTOR FOR LEAKING CHLORINE DAY TANK	106.46
GRAINGER INC	MATERIAL TO REPAIR CHLORINE PUMPS	45.91
GRAINGER INC	PVC FITTINGS FOR LEAKING CHLORINE DAY TANK	58.92
GRAND HYATT SAN DIEGO	Hotel for NR: ESRI conference	1,942.05
GRAND OPERA HOUSE	FY 27 Arts Operating Support Grant	23,987.04
Graybar Electric Com	Surge Protection for Cameras	7,426.35
GRAYMONT WESTERN LIM	FY2027 BLANKET PO-HIGH CALCIUM QUICKLIME	47,474.30
GREATER DUBUQUE DEVE	FY 2027 COS/POS GDDC	221,500.00
GREATER DUBUQUE DEVE	GDDC Annual Meeting 07/14/2026	91.48
GRP & ASSOCIATES INC	(B) SWS- FY27 GRP Medical Waste Boxes	108.00
HACH CHEMICAL COMPAN	CL17 REAGENTS FOR CHLORINE ANALYZERS	341.41
HAJOCA MCDONALD 604	NEW THERMOSTATS FOR HEATER AT SUTTON	83.43
HAJOCA MCDONALD 604	RADIATOR SPUD WRENCH FOR #4463	25.46
HAJOCA MCDONALD 604	VACUUM BREAKERS FOR SPIGOTS AT POOLS	160.00
HALI BRITE	Replacement Lamp Head Assembly	2,347.24
HANLEY AUTO BODY	PAINT PANEL ON #4431-OLD ONE CRACKED	216.00
HANLEY AUTO BODY INC	(N) FM - SERVICE/PARTS UNIT #110003	1,976.73
HARBOR FREIGHT TOOLS	TORCH FOR WEED REMOVAL AND SHAKLE BOLTS FOR TREE R	84.96
HAWKINS INC	FY26-FY27 SODIUM HYPOCHLORITE(CHLORINE) FOR WTP	7,564.92
HD SUPPLY FACILITIES	BRITA WATER FILTER PITCHERS-LSL REPL. PROG.	8,294.16
HD SUPPLY FACILITIES	PUMP TUBES FOR CHLORINE INJECTION PUPS	301.77
HDR ENGINEERING INC	(B) SWS- FY 27 HDR Annual Engineering Services	6,855.23
HDR ENGINEERING INC	DMASWA TO 20 - Horiz Exp Permitting	3,760.29
HDR ENGINEERING INC	EW Corridor Build Grant Support	48,095.38
HDR ENGINEERING INC	Grant Negotiation Support	923.83
HDR ENGINEERING INC	HDR - OMLS Middle Fork Phase 3 Design Contract	103,632.00
HDR ENGINEERING INC	LF- Customer Convenience Care Center Project	27,140.60
HDR ENGINEERING INC	Lift Station Condition Assessment SSAMP HDR TO 8	8,634.60
HDR ENGINEERING INC	Sanitary Sewer Asset Mgmt Plan	2,300.00
HEARTLAND VIDEO SYST	Channel Operator PEG equipment request for Loras C	64,784.58
HELMETS R US	Bike Helmets Safe Routes	273.50
HENDERSON PRODUCTS I	(B) FM - Various Parts	79.42

Vendor	Description	Amount
HENDRICKS FEED & SEE	GRASS SEED FOR MAINT SHOP	128.75
HENDRICKS FEED & SEE	LIQUID FERTILIZER FOR VETS PARK	427.46
HENDRICKS FEED & SEE	ROUND UP FOR #4436	87.55
HENDRICKS FEED & SEE	STRAW BALES AND LIQUID FERTILIZER FOR VETS MEMORIA	128.70
HENDRICKS FEED & SEE	STRAW FOR W 32ND STORAGE BUILDING AREA	41.05
HENDRICKS FEED & SEE	STRAW NETTING AND PINS FOR GOLF COURSE	125.66
HENDRICKS FEED & SEE	WEED CONTROL FABRIC FOR EPP	133.90
HENDRICKS FEED & SEE	WEED KILLER FOR GREENHOUSE	175.10
HENRY SCHEIN*	EMS supplies	6,994.44
HILLCREST FAMILY SER	Franchise Fee FY27	950.89
HILTON BALTIMORE	Refund on lodging for Hazmat Conference	(176.25)
HODGE COMPANY	Chavenelle Lease - IT and Finance	17,992.03
HODGE COMPANY	connectors for shop supplies	60.16
HOMEDEPOT.COM	tools	136.26
Home-Machers LLC	ADA Project Grant Reimbursement - 1420 Central	5,000.00
HORNUNG'S	PENCILS FOR SCOREKEEPING	395.26
HOTEL JULIEN DUBUQUE	Human Rights Director Candidate Interviewee AL	179.20
HOUSING	1030 RIVERVIEW RL OVERPAYMENT	42.50
HOUSING	1230 RHOMBERG PROPERTY SALE RL REIMBURSEMENT	45.00
HOUSING	2004 BROADWAY RL OVERPAYMENT	142.50
HOUSING	2101 RHOMBERG PROPERTY WITHDRAWAL RL REIMBURSEMENT	45.00
HOUSING	2316 CENTRAL INSPECTION REIMBURSEMENT	200.00
HOUSING	2417 JACKSON PROPERTY SALE RL RETURN	135.00
HOUSING	2718 WASHINGTON PROPERTY SALE RL REFUND	45.00
HOUSING	355 KAUFMANN PROPERTY SALE RL REIMBURSEMENT	135.00
HOUSING	472 W 16TH LAND CONTRACT RL REIMBURSEMENT	90.00
HOUSING	609 E 22ND PROPERTY SALE RL REIMBURSMENT	67.50
HOUSING	796 ALPINE PROPERTY SALE RL REIMBURSEMENT	67.50
HOUSING	80 CLARKE AIR BNB RL REIMBURSEMENT	67.50
HOUSING	FSS ESCROW GRADUATION	6,870.16
HOYNE LANDSCAPING &	1" CLEAN AND BLACK DIRT -EPP & MILLER RIVERVIEW	4,335.18
HOYNE LANDSCAPING &	Grass mowing contract for 2024	2,502.50
HULSCHER FENCING INC	PICKLEBALL FENCE REPAIRS AT VETS	19,810.00
HUMBOLDT MFG CO	concrete testing supplies	676.00
HYATT HOUSE WASHINGTON D(	Hotel for 2026 NFHA Conference in DC: TM	846.41
HYVEE #1160	Dept Mgr Goal Setting catering	10.48
HYVEE #1160	for library programs and events 07/16/2026	38.93
HYVEE #1160	ice cream craft program 7/15/2026	7.98
HYVEE #1160	Misc Food for Snack Bar	105.80
HYVEE #1160	Tax Refund	(0.28)
HYVEE #1160	Water for rehab at incidents	119.80
HYVEE #1160	Water/electrolyte drinks/granola bars for firework	106.47
IA INSPECT AND APPEALS	Lead Certification Payment	180.00
IA INSPECT AND APPEALS	Pregler Lead Professionals Certification 3 year	180.00
ICMA ONLINE	2026 National Economic Mobility and Opportunity Co	40.00
IE TAB EXTENSION	Yearly service plan auto charged--Software for old	19.00

Vendor	Description	Amount
IFAX	Digital Faxing Service 409687	33.98
IMWCA	Work Comp Premium - Installment #2	33,035.00
IN *CONVIVIUM HOSPITALITY	Sustainability Spec Event Food for Climate Council	414.06
IN *HORIZON MEDICAL PRODU	EMS supplies	188.70
IN *MAST AND COMPANY INC	St5 - Four 5-gallon water jugs	45.00
IN *MAST AND COMPANY INC	ST5- 3 five gallon water jugs	36.75
IN *TWSTRANSPORT D/B/A TR	Landfill Tour for ISOSWO Board	350.00
INDIAN TRAILS	Conference Transportation	6.00
Industrial/Organizat	Firefighter/EMT Exams	575.00
INFOSEND INC	FY27 Infosend Services	10,940.28
INGRAM LIBRARY SERVI	Childrens books FY27	1,440.69
INGRAM LIBRARY SERVI	FY27 Books for Adult Collection	1,942.31
INGRAM LIBRARY SERVI	Teen YA library material - 3606-65020	195.79
INTELIUS SCREENING S	FY27 Background Checks - April 2026	3,178.73
INTELIUS SCREENING S	FY27 Background Checks - June 2026	542.25
INTELIUS SCREENING S	FY27 Background Checks - May 2026	2,272.69
INTERCONTINENTAL SAN DIE	Hotel for conference	1,414.50
INTERNATIONAL CODE C	ICC training - Order #102264388	300.00
INTERSTATE PIPE & SU	Gaskets for Digester 4 Fitting	123.42
INTERSTATE PIPE & SU	Pipe for Digester Manway Door	216.12
INTERSTATE PIPE & SU	Rubber Gasket for the manhole doors-Digester #4	599.70
IOWA BEVERAGE SYSTEM	Alcohol Purchases- Recreation	104.60
IOWA DEPT OF NATURAL	Operator Cerification	24.00
IOWA DEPT OF NATURAL	Operator Certification Renewal	120.00
IOWA DEPT OF NATURAL	Stormwater General Permit Renewal Fee	719.04
IOWA KENWORTH INC	(B) FM - PARTS	10,743.52
IOWA LEAGUE OF CITIE	CB IaCMA Annual Dues and Annual Conference Registr	825.00
IOWA ONE CALL	Iowa One Call	672.20
IOWA PUBLIC TRANSIT	FY27 IPTA MEMBERSHIP	4,940.00
IOWA STATE UNIVERSIT	Intrans Flagger Training	150.00
IOWA STATE UNIVERSIT	ServSafe for Adult Athletics Programs	175.00
IOWARECYCLES.ORG	Iowa Composting and Recycling Dues	300.00
IPRA* INV-7557	IPRA Membership	1,500.00
ISELER DEMOLITION IN	EAGLE POINT WATER TOWER DECONSTRUCTION PROJECT	5,765.00
J & R SUPPLY COMPANY	(N)- FO Concrete Supplies 07/22/26	2,446.00
J & R SUPPLY COMPANY	(N) PW- EOC Supplies Safety Vest 07/24/26	900.00
J & R SUPPLY COMPANY	(N) SWC- Safety Supplies Gloves	1,176.00
J & R SUPPLY COMPANY	3" Sump Pump for Clarifiers	896.93
J & R SUPPLY COMPANY	6 inch Valve	1,300.00
J & R SUPPLY COMPANY	ANCHOR TEE TO CONNECT WATER MAIN FITTING	650.00
J & R SUPPLY COMPANY	Bld 45 Bleach Line	50.00
J & R SUPPLY COMPANY	Fittings for Bld 10 Pump Off Hook Up	147.00
J & R SUPPLY COMPANY	FITTINGS FOR WATER MAIN REPAIRS-RESTOCK	1,040.00
J & R SUPPLY COMPANY	MAIN BREAK REPLACEMENT PARTS FOR STOCK	6,920.00
J & R SUPPLY COMPANY	MATERIAL TO REPAIR LEAK IN CHLORINE PLUMBING	86.52
J & R SUPPLY COMPANY	Pipe and Fittings-Chem Feed in Bld 45	176.65

Vendor	Description	Amount
J & R SUPPLY COMPANY	Pipe to replace draw pipe for Lab	50.00
J & R SUPPLY COMPANY	PVC Fittings for pumping out the Digester	285.00
J & R SUPPLY COMPANY	STOP BOX WRENCH KEY TO REPLACE BROKEN ONE	87.55
J & R SUPPLY COMPANY	SUPPLIES FOR 20" VALVE ON W. 6TH ST	2,920.00
J & R SUPPLY COMPANY	SUPPLIES FOR WATER MAIN CONSTRUCTION & REPAIRS	9,903.00
J & R SUPPLY COMPANY	TAPPING SLEEVE FOR WATER MAIN	1,225.00
J & R SUPPLY COMPANY	Valve for Digester #4 Hatch	2,250.00
J & R SUPPLY COMPANY	Valves for #2 Primary Clarifier	2,600.00
J & R SUPPLY COMPANY	WATER MAIN BREAK PARTS	6,195.00
J & R SUPPLY COMPANY	WATER MAIN SUPPLIES-REPLACING DELETED STOCK	5,410.00
J AND R RENTAL	OIL CAP FOR CHAIN SAW	8.23
J&R RENTAL LLC	BLADES FOR CUTTING PIPES	1,106.53
J&R RENTAL LLC	CHAIN SAW PARTS	13.99
J&R RENTAL LLC	REPAIR PARTS FOR CONCRETE & PIPE CUTTING SAWS	207.60
JAEGER PLUMBING & PU	Iowa St Ramp Maintenance	156.45
James Cole	AOTR 2025-2026 Exhibiting Artist –“Verdi's Path	400.00
JAMES J GRAVES	(N) FM - PARTS NIT #0921	35.00
Jarod Charzewski	of AOTR 2026-2027 Exhibiting Artist –Extruded Life	400.00
Jim Giese Commercial	City Hall Roof Repair	445.50
JIMMY JOHNS 1770 - MOTO	7/20 catering @ Work Session	188.69
John Merigian	AOTR 2025-2026 Exhibiting Artist –“Homage...	400.00
JOHNSON PLASTICS PLU	Sublimation blanks 3874376	165.16
JOHNSON PLASTICS PLU	Vinyl 3876181	177.55
JOHNSON PLASTICS PLU	Vinyl 3876280	227.98
Jonathan Allender	CONSOLES AND ACCESSORIES	37,346.79
Joseph Pergande	SOFTBALL UMPIRE	75.00
JULIEN DUBUQUE INT'L	FY 27 Arts Operating Support Grant	16,808.33
JULIEN'S JOURNAL	AOTR Advertising/Inv#5028JJ	619.00
KANE, NORBY AND REDD	“1199 Central”	4,870.50
KANE, NORBY AND REDD	Hendrik Van Pelt 06/25/26	700.00
KANE, NORBY AND REDD	Professional Services	1,064.00
Katie Cove Homeowner	2026 Association Dues - Road Fund/"HOA annual fees	800.00
KEY CITY CONCRETE CR	2026 concrete work in public ROW Contract 1	3,880.69
KEY CITY CONCRETE CR	2026 Concrete work in public ROW Contract 2	8,046.18
KEY CITY CREATIVE CE	FY 27 Arts Operating Support Grant	5,512.27
KIESLER POLICE SUPPL	Red Sights w/accessories	2,401.89
Kimley-Horn and Asso	LEISURE SERVICES MASTER PLAN FY25	47,366.00
KONE INC	Elevator Maintenance	2,426.79
KONE INC	Five Flags Ramp Elevator Repair	1,200.98
KONE INC	FY27 Elevator Maintenance City Facilities	271.84
KONE INC	FY27 Ramp Elevator Maintenance	2,474.00
KONE INC	Locust Ramp Elevator Repair	2,703.66
KRAEMERS WATER STORE	(B) SWS- FY27 Kraemers Bottled Water Service	92.90
KRAMER PEST CONTROL	ST4-Termidor Ant Treatment for Fire Station 4	100.00
Kristin Garnant	AOTR 2026-2027 Exhibiting Artist – Cohesive N	400.00
KRUSER SEPTIC SERVIC	EXCAVATOR FOR EMERGENCY WATER MAIN BREAK	1,380.00

Vendor	Description	Amount
KRUSER SEPTIC SERVICE INC	CCTV Loras Locust Storm	315.00
KURT P WELAND	SOFTBALL UMPIRE	150.00
KWIK STAR #1184	Food & Ice for McAleece Concessions	159.17
KWIK STAR #1184	Food for McAleece Concessions	54.67
KWIK STAR #1184	Food for Youth Sports Program	8.91
KWIK STAR #1184	fuel for vehicle 2562	100.02
KWIK STAR #1184	fuel for vehicle 2565	40.70
KWIK STAR #1184	ICE FOR DISTRIBUTION STAFF WHILE WORKING OUTSIDE I	6.49
KWIK STAR #1184	Ice for McAleece Concessions	77.88
KWIK STAR #1184	McAleece Concessions	42.13
KWIK STAR #1184	Refund for McAleece Concessions	(1.87)
KWIK STAR #1184	Safety Supplies due to heat exposure- ice for wate	6.49
KWIK STAR #1184	Water for Department Meeting	10.98
KWIK STAR #1284	3463# Fuel	77.78
KWIK STAR #1284	Fuel #540001	76.00
KWIK STAR #236	Buns & Bottle Water for Event	18.90
KWIK STAR #236	Buns for Snack Bar	19.80
KWIK STAR #236	Food for Bunker Hill Snack Bar	11.88
KWIK STAR #236	Orange Juice & Hot Dog Buns for Snack Bar	16.89
KWIK STAR #495	FUEL FOR TRANSFER TRUCK TANK	1,275.02
KWIK STOP	4004#- fuel	250.00
KWIK STOP	Fuel #2701	55.01
KWIK STOP	Fuel #4004	30.66
KWIK STOP FOOD MART	OIL FOR SHOP	1,188.52
KWIK TRIP #608	gas for pool vehicle	60.33
Kwik Trip Inc	(N) FM - PARTS (FUEL) JULY 2026	199.43
LANGE SIGN GROUP	DIGITAL EXTERIOR SIGN	39,392.00
LAUNDRY MAX	laundry service	65.25
LEADSONLINE LLC	Subscription for Investigations	11,952.00
LEGION AIRES DRUM &	FY 27 Arts Operating Support Grant	21,806.40
LEISURE SERVICES REF	REC CLASS REFUND- REC1010-02	15.00
LEISURE SERVICES REF	REC CLASS REFUND- REC1056-01	18.00
LEISURE SERVICES REF	REFUND FOR CANCELLED BASEBALL GAMES	150.00
LEISURE SERVICES REF	VET'S PARK FIELD RENTAL- RAINOUT REFUND	20.00
LESLEIN TRUCKING	FY2027 BLANKET PO - LIME SLUDGE HAULING	22,481.25
Life-Assist, Inc	EMS supplies	2,322.05
LIME ROCK SPRINGS CO	FY27 BEVERAGE CONTRACT	1,847.40
LIME*RIDE F5GW	Conference Transportation	9.40
LINDSEY JELINEK	AOTR 2026-2027 Exhibiting Artist – The Key to D	400.00
Link Coatings, LLC	FM - SERVICE & PARTS	265.00
LOGAN CONTRACTORS SU	(N) FO- 3/4 x 18x3.5 Tectyl and Ultrabond St	5,013.00
LORAS COLLEGE	SUMMER 2026 LORAS COLLEGE SOCCER CAMP	866.25
LOT G	Ohare Parking for NLC Summer Board and Leadership	64.00
LOWES #00117*	Concrete/Paving Supplies	55.15
LOWES #00117*	CONSTRUCTION SUPPLIES-WATER MAINS	643.00
LOWES #00117*	drain tile	78.92

Vendor	Description	Amount
LOWES #00117*	Locate supplies	138.39
LOWES #00117*	locators supplies	151.87
LOWES #00117*	PVC TENNIS COURTS, CEILING TILE RIVERFRONT PAVILIO	83.10
LOWES #00117*	SAFETY EQUIPMENT-GLOVES	212.78
LOWES #00117*	Supplies for RCC center	34.35
LOWES #00117*	Tax refund from Invoice 99733	(2.25)
LOWES #00117*	Washers	11.96
LUCAS DELANEY	AOTR 2026-2027 Exhibiting Artist – Topography	400.00
LUXOR FRONT DESK	Blackhat Hotel Deposit: TK	34.01
MACQUEEN EQUIPMENT G	(B) FM - Various Parts	2,268.31
MACQUEEN EQUIPMENT G	Various MSA G1 Items	114.98
Mark E Ricke	AOTR 2026-2027 Exhibiting Artist – Solitude	400.00
Mark V Hall	AOTR 2026-2027 Exhibiting Artist – Avenue Dream	400.00
MARTIN EQUIPMENT OF	(B) FM - Parts & Service	20,188.54
MATHEWSON PRINTING L	Notary Stamps	114.40
MATHEWSON PRINTING L	Printing of name places for commissioners	42.15
Matthew Miller	AOTR 2025-2026 Exhibiting Artist –"Social Fabric"	400.00
MCAULIFFE EXCAVATING	Detention Basin Outfall Berm Repair Pebble Cove	8,170.00
MCDERMOTT EXCAVATING	Street Light Replacement Jackson and 11th	5,900.00
MCMASTER-CARR	Pipe Fittings for Level Sensor on Blended Sludge T	117.72
MEDIACOM	FY27 INTERNET FOR POD MARINA	236.90
MEDIACOM	INTERNET FOR TREE CREW-FY27	236.90
MEDICAL ASSOCIATES	Immunizations and Hepatitis B shots	46.60
MEDICAL ASSOCIATES	Physicals New Officers/Immunizations	2,344.58
MEDICAL ASSOCIATES	pre-employ screening, phys, vaccine, drug/alcohol	6,418.50
MEINEKE CAR CARE CENTER #	Client vehicle repair	2,354.67
MENARDS LUMBER CO	ADAPTER FOR GREENHOUSE WATER REPAIRS	8.19
MENARDS LUMBER CO	batteries and insulation 7/13/2026	125.15
MENARDS LUMBER CO	BEE PESTICIDE AND CASTORS FOR EQUIPMENT CART	47.84
MENARDS LUMBER CO	BIKE LOCK REPLACEMENT DUE TO CUTTING OFF BY MISTAK	13.99
MENARDS LUMBER CO	BOLTS AND SCREWS FOR FLORA PARK OPEN AIR PAVILION	176.63
MENARDS LUMBER CO	brass nipple, landscape block, blaster, graphite l	39.45
MENARDS LUMBER CO	BRUSH ON BED LINERS AND CLEAR SPRAY FOR SISTER CIT	102.82
MENARDS LUMBER CO	CLAMPS, HOSE BIBS AND BATTERIES FOR EPP REPAIRS	98.08
MENARDS LUMBER CO	Cleaner for Building 80 Locker Room	11.84
MENARDS LUMBER CO	Coolers for Pool	59.94
MENARDS LUMBER CO	custodial supplies	33.51
MENARDS LUMBER CO	Draintile construction supplies	103.14
MENARDS LUMBER CO	DRILL BITS, BATTERIES, BALL VALVES FOR #4459 TRIM	95.40
MENARDS LUMBER CO	expndble, landscape block, blank cover, bleach - I	62.52
MENARDS LUMBER CO	FACIA FOR OPEN AIR PAVILION AT FLORA	286.25
MENARDS LUMBER CO	Fan for office	79.99
MENARDS LUMBER CO	FIBERGLASS INSULATION FOR COMISKEY RESTROOM REPAIR	37.97
MENARDS LUMBER CO	field tools	37.82
MENARDS LUMBER CO	Hammers	55.89
MENARDS LUMBER CO	Hangar 89	172.00

Vendor	Description	Amount
MENARDS LUMBER CO	HQ - various cleaning and building maintenance sup	150.97
MENARDS LUMBER CO	HQ- shelf for office closet	27.86
MENARDS LUMBER CO	hydrauli copper press	264.99
MENARDS LUMBER CO	LP TANK EXCHANGE FOR WEED BURNER	39.84
MENARDS LUMBER CO	LUBE, BOLTS, FOR FLAGS AND PROTECTANT WIPES FOR #4	25.64
MENARDS LUMBER CO	LUMBER, SOCKET, LIGHTS, SHELLACSPRAY, REGISTER DUC	90.63
MENARDS LUMBER CO	MARKING PAINT FOR RAGBRAI CAMPING WEEKEND	29.56
MENARDS LUMBER CO	MARKING PAINT FOR TREES AND STUMPS	36.95
MENARDS LUMBER CO	Materials for Adult Athletics	188.91
MENARDS LUMBER CO	MEASURING CUPS FOR #300001 AND MISC HARDWARE FOR S	11.43
MENARDS LUMBER CO	MISC HARDWARE TO FIX DRINKING FOUNTAIN AT FLORA PO	2.14
MENARDS LUMBER CO	MISC PLUMB SUPPLIES FOR MILLWORK DRINKING FOUNTAIN	7.17
MENARDS LUMBER CO	MISC PLUMBING SUPPLIES AND PARTS FOR EPP TENNIS CO	392.49
MENARDS LUMBER CO	Op Sup: Sand blasting crystals	35.97
MENARDS LUMBER CO	PCV TRIM, MOTION SENSOR, SIDEWALL REGISTER, CEILIN	303.21
MENARDS LUMBER CO	plumbing supplies	78.01
MENARDS LUMBER CO	plumbing tools	151.84
MENARDS LUMBER CO	PUSH BROOM, AND PLUNGER FOR #4422	27.75
MENARDS LUMBER CO	Rec Admin Office Supply	49.95
MENARDS LUMBER CO	REPAIR PARTS FOR MILLWORK DRINKING FOUNTAIN REPAIR	28.75
MENARDS LUMBER CO	RETURNED BRUSH ON BED LINER FOR SISTER CITY BENCHE	(89.86)
MENARDS LUMBER CO	Returned office fan	(79.99)
MENARDS LUMBER CO	SHELF, CURCUIT BREAKER AND MARKING PAINT FOR EPP S	207.90
MENARDS LUMBER CO	SHIMS, BOLTS AND HARDWARE FOR FLORA OPEN AIR PAVIL	110.03
MENARDS LUMBER CO	Small engine fuel	26.03
MENARDS LUMBER CO	ST2 - credit for return of pruners that were defec	(14.49)
MENARDS LUMBER CO	ST2 - Preen, Pliers, Linemans, Strippers, Channel	113.37
MENARDS LUMBER CO	ST2 - Pruners for fire station, ear plugs	44.48
MENARDS LUMBER CO	ST3- tv mount/shelf; cleaning supplies	134.88
MENARDS LUMBER CO	steering knob, drill bit set, tank sprayer - locus	34.97
MENARDS LUMBER CO	Supplies for Adult Athletics	74.99
MENARDS LUMBER CO	SUPPLIES FOR PUMP STATIONS	123.33
MENARDS LUMBER CO	TENSION PIN FOR INGRUND SPIGOT AT POOLS	1.38
MENARDS LUMBER CO	TOILET VALVE KIT FOR ALLISON HENDERSON CLASSROOM R	17.80
MENARDS LUMBER CO	TOILET VALVES FOR TREE CREW SHOP	14.29
MENARDS LUMBER CO	Tool Box / Screws	382.87
MENARDS LUMBER CO	TRUCK BED KIT FOR SISTER CITY BENCHES	171.98
MENARDS LUMBER CO	TRUCK BED SPRAY PAINT FOR SISTER CITY BENCHES	65.85
MENARDS LUMBER CO	TUBE CUTTER, HARDWARE FOR INDIAN ROOM RESTROOM REP	18.97
MENARDS LUMBER CO	WALL PANELS, DIVIDER, CORNER PIECE AND RIVETS FOR	839.60
MENARDS LUMBER CO	Wheel chocks for boat trailer	13.98
MERCY MEDICAL CENTER	EMS Pharmacy Fees	465.00
MICHAEL J SULLIVAN	SOFTBALL UMPIRE	300.00
MICROSOFT CORPORATIO	Azure P2 licenses for staff E0500ZWSYC	324.00
MICROSOFT CORPORATIO	Defender for office P2 for staff E0500ZWSYB	180.00
MIDWEST ALARM SERVIC	Central Ramp Service Call	362.00

Vendor	Description	Amount
MIDWEST BUS CORPORAT	Bike Rack - Fixed Route Bus	1,185.03
Midwest Injection	Activated Sludge Pumping & Centrate Tank Mixing	14,869.00
Midwest Injection	Clean Digester #4 at the WRRC	324,000.00
MIDWEST TAPE LLC	FY27 Adult circulating materials	1,057.61
MIDWESTONE BANK	August 2026 Admin Fee	3,666.73
MIDWESTONE BANK	August 2026 HAP	642,307.00
MIKE FINNIN FORD LLC	(B) FM - Parts & Service	3,979.97
Mint Green Group USA	PRO SHOP SPECIALTY ITEM	104.55
MIRACLE CAR WASH COR	PARK PATROL TRUCKS WASHED	42.98
MIRACLE EXPRESS INC	FY27 Blanket PO	53.91
MIRACLE EXPRESS INC	Truck 3909 Wash	11.45
MISCELLANEOUS	Refund. Annual Temp License	200.00
MI-T-M EQUIP SALES & SERV	**Accidentally Charged** no invoice- was refunded	30.00
MI-T-M EQUIP SALES & SERV	3473# Blade Sharpener	30.00
MI-T-M EQUIP SALES & SERV	Accidental $30 extra charge- material priced incor	(30.00)
MI-T-M EQUIP SALES & SERV	Gas Well Compressor Services	217.48
MI-T-M EQUIP SALES & SERV	Weed Wacker- mowing head and kit blade	90.96
Molly Spain	AOTR 2025-2026 Exhibiting Artist-Sounds...	400.00
MOLO OIL COMPANY	(B) FM - Fuel at Gas Stations	4,032.20
MOLO PETROLEUM LLC	(N) SWS - Mobil	313.50
MOTION INDUSTRIES IN	Bearing for Rough Mower	135.08
MS* HOTELZ	Hotel for ESRI User Conference 2026: JI	1,547.85
MSN AIRPORT PARKING	5th International Place Making Conference	70.00
MT LIBRARY SERVICES	Childrens book - 65020	970.00
MULGREW OIL COMPANY	(B) PW-Fuel	6,972.98
MULGREW OIL COMPANY	Diesel for Generators @ WRRC	9,834.91
MULGREW OIL COMPANY	UNLEADED FUEL- POD MARINA	7,759.57
MUNICIPAL COLLECTION	Ambulance Collections	9,839.09
MUNICIPAL COLLECTION	Collection Fees for Utility Billing	183.55
MUTUAL WHEEL COMPANY	(B) FM - Various Parts	77.82
MYERS-COX CO	FOOD FOR BHGC & MCALEECE CONCESSIONS	2,118.54
MYERS-COX CO	MISC FOOD ITEMS- BHGC	1,710.84
MYERS-COX CO	MISC FOOD ITEMS- FLORA POOL CONCESSIONS	1,332.35
MYERS-COX CO	MISC FOOD ITEMS- POOLS	2,312.68
MYERS-COX CO	MISC FOOD ITEMS- SUTTON POOL CONCESSIONS	489.68
NAPA STORE 3136139	OIL AND FILTERS FOR SHOP AND TRUCKS	342.25
Natheniel Pierce	AOTR 2026-2027 Exhibiting Artist – Spiritcycle	400.00
NATIONAL ENVIRONMENT	LINK NEHA-REHS CREDENTIAL RENEWAL 2- YR	180.00
NATIONAL FIRE PROTEC	NFPA 1750 - Fire Suppression Operations	181.83
NCH CORPORATION	(N) SWS - Inside Out, 2x2.5GL,NAC FE 7/24/26	560.95
NCH CORPORATION	chemicals for cooling tower city hall	769.95
NCH CORPORATION	HYDRANT & VALVE LUBRICANT	994.95
NETWORK COMPUTER SOL	Service on 7/14	175.00
NICHOLAS EDWARDS, MD	EMS Director Yearly Salary for EMS Support FY27	3,333.33
Nicolas Farfan	SOFTBALL UMPIRE	75.00
Nicole Beck	AOTR 2025-2026 Exhibiting Artist –“Oscill8	400.00

Vendor	Description	Amount
NIELAND REFRIGERATIO	EMERGENCY REPAIR- WALK-IN COOLER AT BHGC	756.25
NORTHEAST IOWA COMMU	(N) FO- CPR and First Aid Training Street/ Sewer	935.00
NORTHEAST IOWA COMMU	Franchise Fee FY27	756.36
NORTHEAST IOWA SCHOO	FY 27 Arts Operating Support Grant	13,900.19
NORTHEAST IOWA SCHOO	FY27 Arts Capacity Building Grant	6,170.00
OHD LLLP	aftermarket tennant 1033374 - Parking Ramps	413.33
OHD LLLP	American Society fo Admin Professionals renewal fe	205.00
OHD LLLP	Blackhat Registration: TK	4,475.00
OHD LLLP	DTF consumables 476993	94.52
OHD LLLP	Garage - Stock bus parts: plastic cover	343.89
OHD LLLP	ICS 300 and ICS 400 Training	500.00
OHD LLLP	REPAIR KIT AND PRIMER FOR PLAYGROUND REPAIRS	251.94
OHD LLLP	Router for Mini Bus	399.00
OHD LLLP	sublimation blanks 3512694289	184.40
OHD LLLP	tennant filter for parking ramps	25.27
OMNI HOTELS	NLC SB&LM HOTEL REMAINING: TK	515.38
One Step, Inc	Forms for deer hunting program	196.90
ONLINE COMPUTER LIBR	OCLC annual agreement	3,974.93
OPENAI *CHATGPT SUBSCR	ChatGPT Subscription	21.40
OPENAI *CHATGPT SUBSCR	OpenAI sub for IT NPTTQ7DZ-0015	75.00
OPENING SPECIALISTS	BUNKER HILL ENTRY DOOR REPAIRS	1,117.20
OPENING SPECIALISTS	SOLENOID KIT FOR ICE ARENA RESTROOM DOOR LOCK	190.04
O'REILLY 1064	HOSE CLAMPS FOR HOSE EPAIR ON MOBILE CHLORINE TANK	4.04
O'REILLY 4652	Stores: #430007 valves	6.98
O'REILLY AUTOMOTIVE	(B) FM - PARTS AND OP SUPPLIES	2,311.69
ORIGIN DESIGN CO	ENGR. SVCS-PRIVATE LEAD LINE REPL.PROG PHASE 2&3	1,097.50
ORIGIN DESIGN CO	Origin Task Order No 26-04_17th RR Culvert Crossin	3,717.00
ORIGIN DESIGN CO	PROF. SERVICES-2024 N.ENGLISH RD WATER MAIN EXT.	1,829.10
ORKIN LLC	FY27 PEST CONTROL INTERMODAL	194.14
ORKIN LLC	FY27 PEST CONTROL JOTC	326.82
ORKIN LLC	TERMITE AND PEST INSPECTIONS FY27	267.05
ORKIN LLC	WASP/HORNET CONTROL IN CITY TREE	299.00
OVERHEAD DOOR COMPAN	America's Hangar/Side Door	1,113.96
OVERHEAD DOOR COMPAN	HDQ-Overhead Door Maintenance at Headquarters	281.00
OVERHEAD DOOR COMPAN	HDQ-Overhead Door Transmitter	45.00
PA #431 - DUBUQUE	Stores: 2705 battery	858.99
PA #431 - DUBUQUE	Stores: stock battery	154.66
PAYPAL * IIMC	Online Course Registration	85.00
PAYPAL * IIMC	Online Course Registration for Adrienne	85.00
PAYPAL *SANITASTECH	Water Quality Testing Software	445.00
PAYPAL *WOMENSLEADE	Women's Leadership Network Event for Shena and Ren	310.00
PDHENGINEER	PDH training	59.90
PELICAN WIRELESS	Standard Subscription Service for Thermostats	21.93
PENDLETON TURF SUPPL	TURF CHEMICALS	331.80
PERFORMANCE FABRICAT	3rd & Main Chamber Ext Patio Railing Ph 2	14,320.00
Peterbilt of Wiscons	(B) FM - PARTS	7,236.90

Vendor	Description	Amount
Peterbilt of Wiscons	Credit reconciliation	(2,007.88)
Peterbilt of Wiscons	GARAGE - STOCK BRAKES - 01/14/2026	(2,903.96)
Peterbilt of Wiscons	GARAGE - STOCK BRAKES - 06/09/25	(237.96)
Peterbilt of Wiscons	GARAGE - STOCK BRAKES - 2/9/2026	(211.96)
Peterbilt of Wiscons	GARAGE - STOCK BRAKES - 4/20/2026	(105.98)
Peterbilt of Wiscons	STOCK - Brake Drums and Shoe Kits	(211.96)
Peterbilt of Wiscons	STOCK BRAKES	(1,451.98)
PGA OF AMERICA MEMBERS	PGA Membership Dues	565.75
PHELPS THE UNIFORM S	FY27 Weekly Uniform Cleaning	51.02
Pigeon Art Center	FY 27 Arts Operating Support Grant	14,107.63
Pigeon Art Center	FY27 Arts Capacity Building Grant	8,000.00
PIGOTT INC.	Replacement Chair for Video Producer	471.58
Pitney Bowes Bank In	Reserve Acct FY27 - City of Dubuque Housing	18,548.56
PITNEY BOWES GLOBAL	Lease for Postage Meter (2026-06-06 to 2026-09-05)	824.94
PLUMB SUPPLY - DUB - 013	Bldg 90 Fix Main Sewer Line	47.76
PLUMB SUPPLY - DUB - 013	PVC Strut Clamps	67.20
PLUMB SUPPLY - DUB - 013	URINAL SUPPLIES FOR EPP INDIAN ROOM RESTROOM	67.87
PLUMB SUPPLY - DUB - 013	Valve for Sodium Hypochloride Injector	60.23
Police Legal Science	Police Online Legal Training	10,200.00
Policy Confluence, I	Balancing Act Software Bundle	8,610.00
POLIMORPHIC, INC	Chatbot Platform Connect 06/30/2026 - 07/01/2026	24,000.00
POLIMORPHIC, INC	Chatbot Platform Connect 07/01/2026 - 06/30/2027	16,000.00
POLYDYNE INC	Polymer- CE-2701-for the Centrifuge - for FY27	23,460.00
POLYDYNE INC	Polymer-for the Drum Thickener - FY27	11,385.00
PORTZEN CONSTRUCTION	(N) MSC- EMERGENCY Leak by Mens Locker Room	240.00
PORTZEN CONSTRUCTION	CONSTRUCTION-PHASE II COMISKEY	70,300.74
PORTZEN CONSTRUCTION	Dubuque Gate and Pump Station Flood Mitigation 16t	491,085.26
PRAIRIE FARMS	Franchise Fee FY27	4,722.26
PRECISE MRM LLC	(N)- PW 2026-06 Subscription	860.00
PRECISE MRM LLC	Precise vehicle monitoring Engineering	360.00
PRESSCITIZEN	IA city press Citizen monthly subscription 7/9/202	45.00
PY *DISTRICT 20 SUPPLY CO	Uniform apparrell	50.00
PY *DISTRICT 20 SUPPLY CO	Uniform Purchase	64.00
PY *DISTRICT 20 SUPPLY CO	uniforms	239.00
R & W RESTORATION	3rd & Main Chamber Ext Patio Wall Tuckpoint	12,500.00
R W BORLEY ADVERTISI	Chelsea Teddy Bears for Ambulances	988.03
RACOM CORPORATION	Opticoms for Patrol Vehicles	7,059.60
RACOM CORPORATION	Oticom Harness for PD Vehicles/Vehicle Build	6,918.04
RACOM CORPORATION	Portable Radio Maintenance	902.72
RACOM CORPORATION	Replace MDT's for 25 Vehicles	174,852.85
RECONYX INC	falk park cameras	15.00
Reinders Inc	CABLE FOR GOLF MAINTENANCE	752.20
RENTPREP	JUNE BACKGROUND CHECKS	4,208.85
RESILIENT MIND PSYCH	Mental Health Visits w/Personnel for FY27	1,800.00
REV.COM	Processing materials - purchase made to provide su	245.17
RICHARD F BIECHLER	Generator Maintenance for FY27 for 5 Stations	1,995.00

Vendor	Description	Amount
Rider Lacy Block	ADA Project Grant Reimbursement - 1700 Central	5,000.00
Rider Lacy Block	ADA Project Grant Reimbursement - 1706 Central	5,000.00
Rider Lacy Block	ADA Project Grant Reimbursement - 1722 Central	5,000.00
RILCO, Inc	FM - BULK FLUIDS	3,162.50
RISING STAR THEATRE	FY 27 Arts Operating Support Grant	10,747.34
RIVER CITY PAVING	(N) COD - Airport Hot Mix - 7/27/26	1,026.34
RIVER CITY PAVING	Various Asphalt and Materials	327,299.29
RIVER CITY STONE	LIME FOR MCALEECE BALLFIELDS	72.72
RIVER CITY STONE	Various Stone and Materials	3,786.85
RIVER LIGHTS BOOKSTO	Professional Development Book	29.99
ROBERT G WRIGHT JR	390 Glen Oak-LHH24	2,550.00
ROEDER OUTDOOR POWER	3480# - PARTS	104.25
ROEDER OUTDOOR POWER	FM - PARTS	129.12
ROEDER OUTDOOR POWER	Fuel Hose, Fuel Pump, Mech in Bottle	43.32
ROEDER OUTDOOR POWER	Fuel Pump, Primer	13.99
ROEDER OUTDOOR POWER	lawnmower - oil change kit	98.14
ROEDER OUTDOOR POWER	Oil Filter for Tractor	32.91
ROEDER OUTDOOR POWER	Repair Part/Supplies for grass cutting	60.99
ROEDER OUTDOOR POWER	SEAL FOR STEER WHEEL LEAK #4479	31.78
ROEDER OUTDOOR POWER	Street crew- Saw with blade	1,100.00
ROEDER OUTDOOR POWER	Timmers and Blowers for grass cutting and POD	1,450.00
ROEDER OUTDOOR POWER	Weed Wacking Spool for grass cutting	60.99
ROLAND DGA CORPORATION	printable vinyl EXORD00069428	284.96
Ronald V Burbach	Weed Control	1,848.00
ROUSSELOT INC	Franchise Fee FY27	9,929.08
RXBENEFITS INC	FY27 Presc Admin & Claims - 5/23 to 7/17/2026	97,047.65
SADLER POWER TRAIN I	(B) FM - PARTS & SM TOOLS/EQ	1,691.25
SADLER POWER TRAIN I	4001# - HOOD CATCH & BRACKET, RUBBER	16.72
SADLER POWER TRAIN I	GARAGE - OP SUP - GREASE	82.18
SADLER POWER TRAIN I	MATERIAL TO REPAIR SLUDGE PLANT FILTER	68.04
SAFETY-KLEEN CORP	(N) SWS- Parts for Wash Station Maint LF 6/26/26	745.37
SAMS CLUB.COM	Catering at various Sustainability Events 6/25,6/2	479.15
SAMS CLUB.COM	Special events supplies	104.08
Schadl Incorporated	(B) SWS- FY27 Maint. Shop Pit Cleaning LF	2,090.27
SEDONA STAFFING	Hours Worked - Admin Support - 04/26/26	274.05
SEDONA STAFFING	Hours Worked - Admin Support - 06/07/26	502.43
SEDONA STAFFING	Hours Worked - Admin Support - 06/14/26	228.38
SEDONA STAFFING	Hours Worked - Admin Support - 06/28/26	1,295.94
SEDONA STAFFING	Hours Worked - Admin Support - 07/10/26	1,141.88
SEDONA STAFFING	Hours Worked - Admin Support - 07/17/26	516.56
SELCO INC	(N) FO - EMERGENCY Signs for Milling Street Crew	456.00
SENECA COMPANIES	EMERGENCY SERVICE ON POS SYSTEM AT POD MARINA	1,470.88
SERGEANT LABORATORIE	One-Yr Aristotle Insight License 9/15/26 - 9/15/27	15,061.35
SHELLBACK TACTICAL LLC	Refund from charging us tax last month	(79.80)
SHERWIN WILLIAMS COM	PAINT FOR FLORA PARK BRICK OPEN AIR PAVILION	180.28
SHERWIN WILLIAMS COM	PRIMER PAINT FOR VACUUM CASING	118.15

Vendor	Description	Amount
SID'S	Bunker Hill Alcohol	1,066.93
Siegert Enterprises	BETTY JANE CANDIES FOR MARINA C-STORE	780.54
SISCO	FY27 STD Ins Prem - July 2026	245.00
SMARTSIGN	refund on taxes charged from last month pcard purc	(90.16)
SOCIETY FOR HUMAN RE	Professional membership renewal	299.00
SOFTCHOICE CORPORATI	License for Windows Server	938.28
SP CULICIDAE PRESS	Books about Eagle Point Park	49.56
SPAHN & ROSE LMBR YD #9	LUMBER FOR RESTROOM REPAIRS AT COMISKEY	10.35
SPX CORPORATION	Genfare Mobile Ticketing April 26	485.88
SPX CORPORATION	Genfare Mobile Ticketing June 26	287.27
SPX CORPORATION	Genfare SPX Link Hosting FY27	28,609.49
SQUARE INC	Cab for NR: ESRI conference	70.74
SQUARE INC	REPLACEMENT TREE	116.10
ST LUKES HEALTH - UN	MRO Drug Screen results - May and June 2026	478.00
Stantec Consulting S	Ice Harbor Gate Inspection	8,554.00
STAPLES 0401	3 ring binders for office	23.95
STAPLES 0401	3 Ring binders for office project	17.45
STAPLES 0401	Advertising Supplies	131.76
STAPLES 0401	Aquatics Program Supplies	119.97
STAPLES 0401	Office supplies for EMS Field Supervisor	75.34
STAPLES 0401	Office supplies: envelopes	12.45
STAPLES 0401	Pool Program Supplies	18.84
STAPLES 0401	Return of 3 ring binders for a different size	(23.95)
STAPLES 0401	Sani Sewer- micro for gas monitor	12.49
STAPLES 0401	ST2 - 2 office chairs	279.98
STAPLS0239122265000001	office supplies	242.07
STARLINK INTERNET	for connection to mini CRD in case of an emergency	55.00
State of Iowa - Depa	Boiler and Pressure Cert Eagle Point 05/05/26	120.00
State of Iowa - Depa	Boiler and Pressure Cert Transit 05/08/26	40.00
State of Iowa - Depa	SAFHER USER LICENSES FY27	10,284.32
STEEL MART INC	MATERIAL TO REPAIR GRIT REMOVER	6.80
STEEL MART INC	METAL FOR RAILING AT JACKSON PARK REPAIRS	9.58
STEEL MART INC	storm repair supplies	177.60
STEFFEN LAWN & SNOW	Lawn Mowing - City Owned Properties for 2024-2025	1,830.00
STEVES ACE HARDWARE		28.76
STEVES ACE HARDWARE	broom / dustpan for garage	20.69
STEVES ACE HARDWARE	cleaner simple green - 5th street ramp	12.59
STEVES ACE HARDWARE	Concrete crew- shovel	89.07
STEVES ACE HARDWARE	double sided tape 07/16/2026	12.49
STEVES ACE HARDWARE	DRAIN CLEANER FOR CAMPGROUNDS	29.69
STEVES ACE HARDWARE	DRILL BITS SETS AND FASTENERS PORT OF DUBUQUE REST	53.67
STEVES ACE HARDWARE	FASTENERS FOR SIGNS AT VETS	11.12
STEVES ACE HARDWARE	File to sharpen training chainsaw blade	12.99
STEVES ACE HARDWARE	flat box cover - 5 flags ramp	2.51
STEVES ACE HARDWARE	MATERIAL TO REPAIR FAUCET AT PARK HILL PUMP STATIO	32.18
STEVES ACE HARDWARE	POD Flowers plant food	62.98

Vendor	Description	Amount
STEVES ACE HARDWARE	POD for flowers plant food	94.47
STEVES ACE HARDWARE	RAKES FOR TREE CLEAN UP	62.96
STEVES ACE HARDWARE	register return for locust ramp	8.99
STEVES ACE HARDWARE	SAFETY MASKS AND RAIN WAND FOR EPP	33.28
STEVES ACE HARDWARE	ST2 - Mixed fuel for weedwhacker	25.19
STEVES ACE HARDWARE	St3 - garden hose nozzle	17.99
STEVES ACE HARDWARE	ST3 - Grill	849.00
STEVES ACE HARDWARE	stapler, staples - Parking	57.21
STEVES ACE HARDWARE	staplers - for Parking	6.83
STEVES ACE HARDWARE	VACUUM BREAKER FOR POOLS	8.99
STEVES ACE HARDWARE	WASP SPRAY FOR VETS	8.00
STRAND ASSOCIATES IN	Bee Branch SCADA Maintenance	267.37
STRAND ASSOCIATES IN	Phase I 2025 MCC & PLC Upgrades-25-11 1154.124	2,500.00
STRAND ASSOCIATES IN	SCADA Computer Upgrade for BB Station and Sanitary	900.00
STRAND ASSOCIATES IN	SCADA Consulting Svces - Tsk 26-02, Pro 1154.053	1,074.61
STRAND ASSOCIATES IN	Strand Task Order 26-07_17th W Locust FEMA BRIC	4,842.73
STRAND ASSOCIATES IN	WELL NO. 11 SOURCE WATER-CONSULTANT SVCS	1,830.30
STRAND ASSOCIATES IN	WRRC On Call Services - Task 26-01, Proj 1154.085	2,673.07
STRAND ASSOCIATES IN	WTP & Water Dist.Sys SCADA Upgrade	3,000.00
STREICHERS INC	Munition Supplies	1,653.84
SUPER STOP IV	Special events - ice Climate Council supplies	2.99
SUPER VAC	HQ- replacement feet for battery fan	30.00
SUPERION, LLC	Billable Travel for Training on New RMS	1,159.77
SUSAN M STOPPELMOOR	FY27 RECREATION CLASS INSTRUCTOR	3,570.40
SYN-TECH SYSTEMS INC	Fuelmaster Annual Maintenance Agreement	2,275.00
T & W GRINDING	(B) SWS-FY27 YW Mgmt Service Compost Contract LF	36,396.15
TARGET T-0086	FRUIT AND FIRST AIDE SUPPLIES	36.39
TARGET T-0086	Patron requested target exclusive vinyl 7/10/2026	34.99
TARGET T-0086	Special events - Climate Council supplies	31.42
TARGET T-0086	Supplies for Concessions	66.77
TARGET T-0086	Supplies for Youth Sports	20.68
TELEFLEX LLC	EMS supplies	665.00
TELEGRAPH HERALD	2527 Washington St. - TH Media Marketing - City Ow	67.87
TELEGRAPH HERALD	821 Garfield Ave - TH Media Marketing - City Owned	68.48
TELEGRAPH HERALD	Public Notice - Significant Non-Compliance	32.70
TELEGRAPH HERALD	Publication Expenses	168.47
THE BATTERY CENTER	Battery for Bld 55 Back up	295.85
THE DAVENPORT GRAND	hotel for education	1,393.02
THE FISCHER COMPANIE	August Parking for Human Rights-2 Spots at MFC Lot	80.00
THE FISCHER COMPANIE	Finance Parking Rent July	80.00
THE FISCHER COMPANIE	FY27 Health Dept Parking Spots	160.00
THE FISCHER COMPANIE	Parking Rent (08/2026)	120.00
THE FISCHER COMPANIE	Rental - Land/Bldgs/Parking-Monthly parking space	40.00
The KZone Inc	SUMMER 2026 KZONE BASEBALL/SOFTBALL/T-BALL PROGRAM	1,635.00
THE LOCKSMITH EXPRES	CREDIT FOR DOUBLE CHARGE. HAD ALREADY PAID WITH CI	(6.00)
THE LOCKSMITH EXPRES	Install Locks on 715 ROSE	215.00

Vendor	Description	Amount
THE LOCKSMITH EXPRES	LOCKS AND KEYS FOR PARKS FOR FY27	179.00
The Rustic Chicken	Rustic Chicken Petting Zoo	900.00
THE UPS STORE 3078	Shipping charges for Kyle's mask	31.45
THE UPS STORE 3078	Shipping charges to repair a bag	58.33
THE UPS STORE 3078	shipping fee for traffic	146.09
THE UPS STORE 3078	Shipping for Trench Rescue Strut Controller	43.78
THE UPS STORE 3078	Shipping for vehicle controller (sent off site for	105.93
THE WEBSTAURANT STOR	Scoopable Acai Sorbet to Sell at PoD Marina	663.90
THEISENSHOMEFARMAUTODBC	Asphalt Patch for Cart Path	50.97
THEISENSHOMEFARMAUTODBC	blade, polycut for shop supples	56.98
THEISENSHOMEFARMAUTODBC	BOLTS AND WASHERS FOR POOL REPAIRS ON FLORA DIVING	1.72
THEISENSHOMEFARMAUTODBC	Bolts, Nuts, and Washers for Rough Mower Bearing	1.33
THEISENSHOMEFARMAUTODBC	Bolts, Nuts, Washers for Rough Mower Bearing	1.85
THEISENSHOMEFARMAUTODBC	CHAPS FOR #4466 FOR WEED WHIPPING	96.99
THEISENSHOMEFARMAUTODBC	EYE BOLTS FOR TENNIS COURTS REPAIRS AT MURPHY	15.69
THEISENSHOMEFARMAUTODBC	Fence for Bradley St Lift Station	163.82
THEISENSHOMEFARMAUTODBC	GLOVES FOR STAFF FOR TREE PLANTING	78.96
THEISENSHOMEFARMAUTODBC	GREASE FOR SHOP	189.64
THEISENSHOMEFARMAUTODBC	Materials for Youth Sports	27.96
THEISENSHOMEFARMAUTODBC	Nuts & Bolts for Rough Mower	17.38
THEISENSHOMEFARMAUTODBC	OIL AND TRUCK LINER FOR SHOP	265.90
THEISENSHOMEFARMAUTODBC	PLANTING SUPPLIES-GLOVES, POST AND SHOVELS	65.96
THEISENSHOMEFARMAUTODBC	SAFETY BOOTS	219.99
THEISENSHOMEFARMAUTODBC	Sewer- Grease for Pump	56.91
THEISENSHOMEFARMAUTODBC	sidewalk marking paint	79.92
THEISENSHOMEFARMAUTODBC	ST5 - soap, dryer sheets, dish pods, silicone spra	65.41
THEISENSHOMEFARMAUTODBC	Stores: extension cord unit #540018	19.98
THEISENSHOMEFARMAUTODBC	Supplies for upcoming training	69.46
THEISENSHOMEFARMAUTODBC	Supplies for upcoming training - chain	1.00
THEISENSHOMEFARMAUTODBC	Tarp and Fluid for Pump to Pump Out Digester	146.92
THEISENSHOMEFARMAUTODBC	TOW STRAP AND BALL HITCH FOR MECHANIC SHOP	61.97
THEISENSHOMEFARMAUTODBC	T-POST PULLER AND PARTS	5.28
THEISENSHOMEFARMAUTODBC	WEED SPRAY, PLANT FOOD AND NOZZLE FOR MILLWORK/BEE	141.96
THERESE H GOODMANN	Strategic partnerships with federal agencies 2025	3,333.33
THOMPSON TIRE & RETR	(B) FM - Parts, Service, Op Supplies	16,199.28
THOMPSON TIRE & SERVICE -	DRIVE TIRES #1570	118.25
THOMPSON TIRE & SERVICE -	DRIVE TIRES FOR #1570	122.75
THOMPSON TIRE & SERVICE -	STEER TIRE FOR 1570	110.50
THOMPSON TIRE & SERVICE -	STEER TIRE REPAIR #1570 MOWER	37.50
THOMPSON TIRE & SERVICE -	TIRE FOR #4450	126.75
THOMPSON TIRE & SERVICE -	TIRE FOR MOWER CREW #1570	104.00
THOMPSON TIRE & SERVICE -	TIRES FOR #4404	1,158.00
THREE RIVERS FS INC	(N) FM - LP Gas #33	43.65
THREE RIVERS FS INC	(N) SWS- Bio 2% Dslx & Spectra Lube Red 07/28-7/30	5,502.09
THREE RIVERS FS INC	(N) SWS- Spectra Lube Red 2 30TB CS- LF 07/16/26	410.40
Tim Adams	2025-2026 People’s Choice - per bs	200.00

Vendor	Description	Amount
Tim Adams	AOTR 2025-2026 Exhibiting Artist –"Lupine"	400.00
Timothy J Sprengelme	AOTR 2026-2027 Exhibiting Artist – Unci Maka	400.00
TIMOTHY P GOTTSCHALK	SOFTBALL UMPIRE	150.00
TOP GRADE EXCAVATING	Bld 75 South Steps Removal & Flushing Hydrant	6,300.00
TREASURER STATE OF I	Basic Academy/Defensive Tactics	10,550.00
TRI STATE	Annual Crane Inspection	1,131.95
TRI STATE TRUCK EQUI	FM - PARTS	133.00
TRICOR INC	(N) SWS- FY 27 Annual Safety Training LF Employees	1,250.00
TRI-STATE PORTA POTT	(B) SWS/FO- FY27 Rental of Units for LF and Street	534.00
Tri-State Shred, Inc	On-Site Shredding by the Tote - Chavenelle	57.70
TRUCK COUNTRY OF IOW	(B) FM - Parts & Service	18,990.97
TRUCK COUNTRY OF IOW	3411# - HEADLAMP - 6/17/2026	(417.47)
TRUCK COUNTRY OF IOW	UNIT #3203 - ACTUATOR - 5/27/2026	(300.00)
TRUCK COUNTRY OF IOW	UNIT #3403- Sensor Nitrogen Oxide 4/16/26	(255.00)
TRUCK COUNTRY OF IOWA	BATTERY CAB FOR #4431	44.81
TRUCK EQUIPMENT INC	FM - PARTS (MINI BLANKET)	4,060.79
TST* BACKPOCKET DUBUQUE	Pizza Sust DBQ provided for an event we were colla	217.00
TST*ROSES AND BERRIES CA	Catering for Dept Mgr Goal Setting	807.50
TUMBLEWEED PRESS INC	FY27 Tumblebook ebook platform subscription	799.00
TURPIN DODGE OF DUBU	FM - PARTS	19.24
TWP*SUB85595028	Monthly e-edition TWP to stay informed of news	1.06
TYLER TECHNOLOGIES,	Tyler Tech Services	34,614.40
UBER *TRIP	Conference Transportation	105.47
UBER *TRIP	Conference Transportation-tip	16.23
UBER *TRIP	uber ride education training	30.95
UBER *TRIP	uber trip for education	24.96
UNION HOERMANN PRESS	Franchise Fee FY27	290.03
UNION HOERMANN PRESS	FY2027 Dollars & Cents brochure printing	2,760.69
UNION HOERMANN PRESS	Printing extra copies of the FY2027 Dollars & Cent	494.00
UNISON SOLUTIONS INC	Monthly Analysis Kit for H2S Testing	275.00
UnityPoint Health	FY27 MRO Drug Screen results - June and July 2026	107.00
UNIVERSITY OF DUBUQU	Franchise Fee FY27	8,532.70
US COMPOSTING COUNCIL	United States Composting Council Dues	555.00
US Foods	MISC FOOD ITEMS- BHGC	1,210.01
USATODAY CO DIGITAL	Monthly Des Moines Register e-edition to stay info	21.39
USPS PO 1826100387	certified letter	24.90
USPS PO 1826100387	POSTAGE FOR LSL & BACKFLOW LETTERS, TAPS, METERS,	312.00
USPS PO 1826100387	postage for Parking	820.00
USPS PO 1826100387	postage for sidewalk letters	12.74
USPS PO 1826100387	Postage Stamps for office	78.00
USPS PO 1826100387	sidewalk letters postage	209.06
USPS PO 1826100387	stamps	156.00
USPS PO 1826100387	USPS Planning Serv	11.50
USPS.COM CLICKNSHIP	NATA Member Shipment	24.86
VAN METER - COTTAGE GROVE	street lights	120.83
VAN METER INDUSTRIAL	COVERS FOR NEW WELDER RECEPT IN SLAKER ROOM	20.26

Vendor	Description	Amount
VAN METER INDUSTRIAL	CUTOFF BLADES FOR CRIMPING TOOL WHEN WORKING WITH	29.16
VAN METER INDUSTRIAL	Fittings for Blended Sludge level Indicators	77.24
VAN METER INDUSTRIAL	Fittings for Blended Sludge Tanks	57.14
VAN METER INDUSTRIAL	Fittings for Blended Slug Tank Level Readers	319.62
VAN METER INDUSTRIAL	NETWORK SWITCH TO ALLOW RADIO AT VERNON TOWER TO O	169.18
VAN METER INDUSTRIAL	NEW PANEL SOUND DEVICE TO ALARM DEADMAN ALARM	69.17
VAN METER INDUSTRIAL	street lighting parts	271.85
VAN METER INDUSTRIAL	street lights	463.82
VAN METER INDUSTRIAL	traffic light supplies	68.28
VAN METER INDUSTRIAL	VFD Parts for Plant Stock	134.96
VAN METER INDUSTRIAL	VFD Parts for Stock	269.93
VANDERLOO & WHITE VE	Euthanasia. Emergency Vet Services. Betts	144.78
VANDERLOO & WHITE VE	Stray cat attached by dog. Emergency vet services	357.49
VAN-WALL EQUIPMENT C	BED KNIFE FOR TEE MOWER	108.46
VERIZON WIRELESS SER	Fixed Route Rangers Data FY27	418.50
VERIZON WIRELESS SER	Fixed Route Signs Data FY27	110.22
VERIZON WIRELESS SER	Mini Bus Ops Data FY27	240.24
VERNON C WILLITS	AOTR 2025-2026 Exhibiting Artist –"Stainless River	400.00
Vidl Solutions, Inc	CC Goal-Organizational Culture Continuous Improvem	6,600.00
Voices Productions	FY 27 Arts Operating Support Grant	5,138.23
VZWRLSS*APOCC VISB	Monthly Cell Phone Subscription	387.78
Walker Consultants,	Parking Equipment Design	8,558.82
WALMART	Aquatics Program Supplies	186.22
WALMART	Bike Gear Jason Duba	286.56
WALMART	council chambers supplies	92.40
WALMART	custodial supplies	279.12
WALMART	dawn soap / lens wipes - JOTC supplies	82.44
WALMART	Food for All Staff Training	129.15
WALMART	Food for NATA	125.53
WALMART	Items for Youth Sports Program	51.75
WALMART	Materials for Youth Sports	229.53
WALMART	Merchandise for Resale	914.78
WALMART	Papertowels for Intermodal	20.93
WALMART	Pinesol - JOTC cleaning supplies	25.96
WALMART	Program Supplies	212.93
WALMART	Program Supplies Refund	(51.05)
WALMART	Refund from Tax Originally Charges	(5.94)
WALMART	Sales Tax Refund	(16.01)
WALMART	Sam's Membership	25.00
WALMART	Supplies for McAleece Concessions	240.30
WALMART	Supplies for NATA	166.66
WALMART	Supplies for Youth Sports	150.01
WARREN AUTO RENTAL I	RENTAL VEHICLE FOR TRANSPORTING STAFF	4,004.00
WARTBURG THEOLOGICAL	Franchise Fee FY27	681.20
WB McCloud & Co, Inc	FY27 Monthly Pest Prevention	612.36
WEB*NETWORKSOLUTIONS	Monthly Domain Renewals	24.36

Vendor	Description	Amount
WELDON TIRE	3480, 3468#- Tires	1,230.50
WELU PRINTING COMPAN	3000 #10 WINDOW ENVELOPES	259.13
WELU PRINTING COMPAN	Blue Return Envelopes for the WRRC	358.48
WELU PRINTING COMPAN	Business Cards for Multiple Personnel	235.44
WELU PRINTING COMPAN	FY27 Business Cards	305.20
WELU PRINTING COMPAN	Illicit discharge door hangers	312.61
WENZEL TOWING SERVIC	(N) FM - SERVICE UNIT #110006	59.50
WENZEL TOWING SERVIC	FM - Service (mini blanket)	755.00
WESTPHAL & COMPANY,	FIBER INSTALL AT TREE CREW BUILDING	17,705.00
WESTPHAL & COMPANY,	FIBER OPTIC SPLICING FOR WTP AND REMOTE FACILITIES	20,715.00
WESTPHAL & COMPANY,	Fiber Termination US 151/61	1,377.74
WESTPHAL & COMPANY,	REMOVAL OF EX FANS ON ROOF TO ELIMINATE FANS	152.63
WEX HEALTH INC	FY27 COBRA, Commuter, FSA Administration	1,027.30
WHKS AND COMPANY	Auburn and Custer Bidding and Construction Assista	2,008.34
WHKS AND COMPANY	Loras Blvd Reconst and Repairs Task Order #27	18,662.63
WHKS AND COMPANY	RUSTIC POINT PARK DESIGN AND DEVELOPMENT	2,505.19
WHKS AND COMPANY	Track Line Sanitary Sewer Reconstruction Project	8,011.03
William Doyle	Bill Doyle Per Diem NAPC 2026	322.00
WIN*WNSPLY DUBUQUE IA	BALLVAVE FOR MECHANIC SHOP, CABLE TIES FOR RAGBRAI	25.71
WIN*WNSPLY DUBUQUE IA	FITTINGS AND SHUT OFF FOR EPP RESTROOM REPAIRS	29.25
WOODWORKERS SOURCE	Laser wood 473047	340.20
WWP*MCCLOUD SERVICES	PEST CONTROL AT BUNKER OFFICES AND BASEMENT	50.56
XYLOTECH SYSTEMS INC	TWO DAY TWO PERSON GIFT	3,268.63
ZACHARY GILLIES	CAMPGROUND MANAGER PAYMENTS FY27	828.57
ZARNOTH BRUSH WORKS	FM - PARTS (MINI BLANKET)	2,252.85
ZEFFY* DBQ CTY ARTS	Special Event booth space purchase	58.50
ZORO TOOLS INC	EM Ballast	143.64
Payroll		2,940,405.16
		$ 9,166,210.18

CITY OF DUBUQUE
07/30/2026 - 08/13/2026
EXPENDITURES BY FUND

General		4,027,718.49
Special Revenue		1,307,591.00
Capital Projects		1,486,010.21
Water		284,999.04
Sanitary Sewer		720,366.91
Stormwater		571,818.93
Parking		65,145.85
Refuse		66,391.75
Transit		148,294.49
Internal Service		320,456.60
DMASWA		167,416.91
GRAND TOTAL	**$**	**9,166,210.18**

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August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 4.

ITEM TITLE:	Notice of Award and Request to Execute Agreement for 2026-2027 City of Dubuque AmeriCorps Program: Creating Opportunities
SUMMARY:	City Manager providing information on the award of 2026-2027 City of Dubuque AmeriCorps Program: Creating Opportunities grant and recommending City Council approval to execute the AmeriCorps Grant Agreement that will be sent for City Manager's signature by Volunteer Iowa through Adobe Sign and Save.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Notice of Award & Request to Execute Agreement for 26-27 City of Dubuque AmeriCorps Program Creating Opportunities
2. Staff Memo 26-27 Notice of Award & Request to Execute Agreement for City of Dubuque AmeriCorps Program Creating Opportunities Memo
3. 24AFEIA0010015_City Dubuque_Grant Agreement_legal reviewed 7.30.26

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: Notice of Award & Request to Execute Agreement for 26-27 City of Dubuque AmeriCorps Program: Creating Opportunities

DATE: August 13, 2026

Office of Community Impact & Neighborhood Support Director Antonio Mouzon is providing information on the award of 26-27 City of Dubuque AmeriCorps Program: Creating Opportunities grant and recommending City Council approval to execute the AmeriCorps Grant Agreement that will be sent for City Manager's signature by Volunteer Iowa through Adobe Sign and Save.

Federal Funds Awarded: $258,991
Match Required: Yes Match Amount: $170, 071
Match Funding Source:

- Bluff Strokes $4,500.00 (Secured)
- Centrally Rooted $6,750.000 (Secured)
- Dubuque Community School District (Secured) $45,000 Cash State/Local
- Youth Mental Health Corps $30,000 Private (Secured - enrollment dependent)
- City of Dubuque $83,821 Cash State/Local
    - o Multicultural Family Center $35,143 (Secured)
    - o Carnegie Stout Library $26,450 (Secured)
    - o Parks and Recreation $22,228 (Secured)

Anticipated Receipt of funds: Between 09/01/2026 - 08/31/2027

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney

Cori Burbach, Assistant City Manager
Antonio Mouzon, Office of Community Impact & Neighborhood Support Director
Jason Lehman, Assistant City Attorney
Barry Lindahl, Senior Counsel
Jennifer Larson, Chief Financial Officer
Sarah Berna, AmeriCorps Program Director
Stephanie Hirsch, Office of Community Impact & Neighborhood Support
Administrative Support Professional

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Antonio Mouzon, Office of Community Impact & Neighborhood Support Director

SUBJECT: Notice of Award & Request to Execute Agreement for 26-27 City of Dubuque AmeriCorps Program: Creating Opportunities

DATE: 07/31/2026

INTRODUCTION

The purpose of this memorandum is to provide information on the award of 26-27 City of Dubuque AmeriCorps Program: Creating Opportunities grant and to request approval to execute the AmeriCorps Grant Agreement that will be sent to City Manager Mike Van Milligan by Volunteer Iowa through Adobe Sign and Save.

DISCUSSION

The City of Dubuque AmeriCorps Program: Creating Opportunities has been extremely successful in its 26 years of operation, 18 of which have been under the leadership of the City of Dubuque. The program's success is apparent in the over 1,000 AmeriCorps Alumni giving over 500,000 hours of service in our community. These members and alumni have performed invaluable service.

AmeriCorps members are paid a living allowance stipend for their service and receive an education award. The stipends and awards are a part of the grant. These funds are often directly invested in our community in the form of groceries, rent or tuition to local colleges and universities as well as other direct living expenses. Some of the AmeriCorps members are grandparents and earn education awards they are passing along to their grandchildren.

AmeriCorps the Agency, also referred to as Corporation for National and Community Service (CNCS), has established priority areas of funding for their grants. The City of Dubuque AmeriCorps program fits into AmeriCorps' priority area of education. AmeriCorps emphasizes performance measures and being able to measure progress. They require evidence-based approaches with evaluative data and use of a logic model.

This formula funded grant is a continued effort to support the Dubuque community's youth through social-emotional learning interventions, academic support, mentoring, and future-ready programs through Centrally Rooted, Bluff Strokes Art Center, Carnegie-Stout Public Library, Dubuque Community School District, City of Dubuque Parks Department and the Multicultural Family Center. With a primary focus on fostering essential skills, AmeriCorps members will spearhead programs that target self-awareness, social awareness, self-management, goal-directed behavior, relationship skills, personal responsibility, decision-making, and optimistic thinking.

By prioritizing these critical attributes, the City of Dubuque AmeriCorps members aim to equip local youth with the necessary tools to navigate challenges, enhance well-being, and succeed academically and beyond. Each of these attributes are often traits that we admire in our friends, family members, colleagues, and leaders. At the conclusion of each program year, AmeriCorps members will be responsible for driving measurable changes in students' social and emotional competencies, empowering them to thrive in various aspects of life. Through in-school and out-of-school-time programs, these dedicated individuals will create supportive environments that promote personal growth and positive development among the student population.

In addition to our impact on community youth and local organizations, one of the areas that the AmeriCorps Program prioritizes is with the AmeriCorps members themselves. The Program strives to recruit from a broad representation of candidates, with the program previously having had a wide range of AmeriCorps from retirees to college students, to newcomers to Dubuque, to stay at home parents, to people looking for a career change. The program strives to encourage its AmeriCorps members to recognize their service as engagement and continue to serve in some facet after their term of service.

Council approved the request to apply for 26-27 grant on 11/25/2025 for the City of Dubuque AmeriCorps Program: Creating Opportunities. On 07/14/26 the Office Of Community Impact & Neighborhood Support was notified of the 26–27 formula funded award. The details of the award are below.

Federal Funds Awarded: $258,991
Match Required: Yes
Match Amount: $170, 071
Match Funding Source:

- Bluff Strokes $4,500.00 (Secured)
- Centrally Rooted $6,750.000 (Secured)
- Dubuque Community School District (Secured) $45,000 Cash State/Local
- Youth Mental Health Corps $30,000 Private (Secured - enrollment dependent)
- City of Dubuque $83,821 Cash State/Local
    - Multicultural Family Center $35,143 (Secured)
    - Carnegie Stout Library $26,450 (Secured)
    - Parks and Recreation $22,228 (Secured)

Anticipated Receipt of funds: Between 09/01/2026 - 08/31/2027
Department Contact: Antonio Mouzon

Departments Involved: Parks and Recreation, Carnegie Stout Public Library, Multicultural Family Center

GRANT OBJECTIVE

The City of Dubuque will have 31 AmeriCorps members who will develop and implement social and emotional learning interventions to K-12th grade students through in-school and out-of-school-time programs in Dubuque, The AmeriCorps members will be responsible for a change in social-emotional skills as measured by the Devereaux Student Strengths Assessment (DESSA). In addition, the AmeriCorps members will leverage 100 volunteers who will be engaged in mentoring youth and supporting youth programming. The AmeriCorps investment will be matched with $170,071 ($128,821 in public funding and $41,250 in private funding).

ACTION REQUESTED

The purpose of this memorandum is to provide information on the award and request approval for the City Manager to execute the 26-27 AmeriCorps Grant Agreement for the City of Dubuque AmeriCorps Program: Creating Opportunities grant. This agreement has been reviewed and approved by City of Dubuque Legal Counsel, Barry Lindahl and Jason Lehmann

Attached: 27-AC-10 City of Dubuque Grant Agreement, Application and Budget Narrative, City of Dubuque AmeriCorps Program Grant Award Letter

CC: Crenna Brumwell, City Attorney
Jason Lehman, Assistant City Attorney
Barry Lindahl, Senior Counsel
Jennifer Larson, Chief Financial Officer
Sarah Berna, AmeriCorps Program Director
Stephanie Hirsch, Office of Community Impact & Neighborhood Support
Administrative Support Professional

IOWA COMMISSION ON VOLUNTEER SERVICE
AMERICORPS GRANT AGREEMENT

GRANTEE: City of Dubuque
FEDERAL GRANT NUMBER: 24AFEIA0010015
IOWAGRANTS NUMBER: 26-AF-06
PROGRAM NAME: City of Dubuque AmeriCorps Program
GRANT AGREEMENT PERIOD: 9/1/2026- 8/31/2027
TOTAL MAXIMUM GRANT AMOUNT: $258,991
GRANT TYPE: Cost Reimbursement
FEDERAL PRIME GRANT & TYPE: 24AFEIA001 (Formula)
FEDERAL PRIME AWARD DATE: 7/16/2026

This AmeriCorps Grant Agreement is made by and between the Iowa Commission on Volunteer Service, 321 E 12th St., Des Moines, Iowa 50319 ("Commission" or "Volunteer Iowa"), an agency of the State of Iowa, and City of Dubuque (“Grantee”), 50 West 13th Street, Dubuque, IA 52001, a city government.

WHEREAS the Commission is designated to receive, administer and disburse AmeriCorps State and National grant funds; and
WHEREAS the Commission desires to disburse grant funds to the Grantee for eligible purposes primarily addressing community needs identified in the Grant Application; and
WHEREAS the Grantee submitted an application for funding to the Commission and the Commission has approved the application; and
WHEREAS, in approving the application, the Commission has relied upon the representations of the proposed Program activities; management and financial condition of the Grantee; investment of other Grantee funds; and other material information contained therein; and
WHEREAS the Grantee has certified to the Commission that the primary purpose for obtaining AmeriCorps funds is to make a significant impact in the community while providing a meaningful service opportunity for the AmeriCorps members;
NOW, THEREFORE, the Grantee accepts this grant upon the terms and conditions set forth in this Agreement.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, the following terms shall apply:

1.1 **ACT.** "Act" means the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), as amended by the Serve America Act, (42 U.S.C. S.12501 et seq.).

1.2 **GRANT AGREEMENT or AGREEMENT.** "Grant Agreement" or "Agreement" means this Agreement and all of the exhibits, attachments and documents referred to in the Agreement and

incorporated by reference. The Grant Agreement is the legal agreement by which the Commission makes subawards of AmeriCorps funding to the Grantee. The Grantee is the subrecipient and the Commission is the pass-through entity.

a) **Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal Award received by the pass-through entity. A subaward may be provided through any form of legal agreement.
b) **Subrecipient** means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

1.3 **PROGRAM.** "Program" means the detailed description of the program activities, interventions, and other obligations to be performed or accomplished by the Grantee as described in this Agreement and the AmeriCorps State and National application approved by the Corporation for National and Community Service ("Corporation" or "AMERICORPS") and the Commission, as authorized by the National and Community Service Act of 1990, as amended.

1.4 **GRANT AGREEMENT PERIOD, EFFECTIVE DATE, & COMPLETION DATE.** "Grant Agreement Period" is the period in which the Agreement is in force and effect. The first date of the Grant Agreement Period is considered the Effective Date (or start date) of the Agreement and the last date is considered the Completion Date (or end date). The Grant Agreement Period is aligned with the one-year Budget Period for the federal subaward, but the Grant Agreement Period may not cover the full Period of Performance for the federal subaward, which may be one to three years. The Agreement expires upon the occurrence of one of the following: a) Program tasks have been fully accomplished including fulfillment of the obligations identified in Article 6 as of the end date of the grant agreement period; or b) the Agreement is terminated by Volunteer Iowa due to any default under Article 8.1; or c) the Agreement is terminated in accordance with the provisions set forth in Article 10.3. Except in limited circumstances, the Grant Agreement Period Completion Date will not be extended beyond 90 (ninety) days past the original Grant Agreement Period Completion Date.

a) **Period of performance** means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.
b) **Budget period** means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

1.5 GRANT TYPE. "Grant Type" refers to the category of grant award provided. AmeriCorps grants may be either Cost Reimbursement or Fixed Amount types; the type of grant determines certain budget and financial management responsibilities of the grantee.

a) **Cost Reimbursement** grants include a formal matching requirement and require the submission of a budget and financial reports. For Cost Reimbursement Grantees AMERICORPS funds a portion of program operating costs, member costs (if applicable), and administrative expenses; funding is not directly dependent upon recruitment and

retention of AmeriCorps members. Planning grants are a type of cost reimbursement grant that does not include any member funding.

b) **Fixed Amount** Grants provide a fixed amount of funding per Member Service Year (MSY) that is substantially lower than the amount required to operate the program. Organizations use their own or other resources to cover the remaining costs. Fixed Amount programs are not required to submit detailed budgets or financial reports, there is no specific match requirement, and programs are not required to track and maintain documentation of match. However, AMERICORPS provides only a portion of the cost of running the program and organizations must raise the additional resources needed to run the fixed amount program. Fixed Amount Programs can access all of the AmeriCorps grant funds, provided they recruit (in the case of Education Award Program or "EAP") or retain (in the case of full-cost Fixed Amount programs) the members supported under the grant based on the MSY level awarded. Professional Corps programs applying for operational funding through a Fixed Amount Grant must submit a budget in support of their request for operational funds.

1.6 FUNDING TYPE. "Funding Type" refers to whether the program is funded out of the portion of AMERICORPS funds that are provided to the state according to a population-based formula (Formula) or out of the portion of AMERICORPS funds that are awarded to states on a competitive basis (Competitive). The funds are awarded to Volunteer Iowa in a prime grant and each Iowa AmeriCorps State Program is awarded out of the Commission's prime grant.

1.7 ALLOWABLE COSTS. "Allowable Costs" are those costs which are identified in Attachment C, Grant Application; Attachment D, Budget; and consistent with Federal regulations and guidelines applicable to the AmeriCorps program.

1.8AUTHORIZED REPRESENTATIVE. The Authorized Representative is the person within the Grantee organization authorized to accept and commit funds on behalf of the organization. A copy of the governing body's authorization for this official representative to sign must be on file in the Grantee's office.

ARTICLE 2 - FUNDING

2.1 **FUNDING SOURCES.** The primary source of funding for the Grant is a federal grant from AMERICORPS [Code of Federal Domestic Assistance (CFDA) 94.006] for the AmeriCorps Program. A portion of the Grantee share of matching funds budgeted for this Grant may be provided to the Grantee by AMERICORPS or by Volunteer Iowa from state funding sources as noted in Article 3.1. The Grantee shall comply with the requirements, conditions and rules of AMERICORPS, the Commission and any other public or private entity having authority over the funds or the Grant.

2.2 **RECEIPT OF FUNDS.** All payments under this Agreement are subject to receipt by the Commission of sufficient funds for the AmeriCorps Program. Any termination, reduction, or delay of federal or state funds to the Commission may, in the sole discretion of the Commission, result in the termination, reduction or delay of AMERICORPS funds to the Grantee and/or termination of this Agreement.

2.3 **PRIOR COSTS.** Cost-reimbursement grantees awarded under the notice are approved for pre-award costs for one month prior to the start of the Agreement period. Approval of pre-award costs

does not authorize the Grantee to enroll AmeriCorps members prior to the start of the Agreement period. Pre-award costs for expenses up to one month prior to the start of the Agreement period are allowable only to the extent they would have been allowable if incurred during the Agreement period.

2.4 **USE OF GRANT FUNDS.** The Grantee shall expend funds received under the Grant only for the purposes and activities described in its application and approved by the Commission and in compliance with applicable federal and state law and regulations.

2.5 **BUDGET AMENDMENT REQUIREMENTS FOR COST REIMBURSEMENT GRANTEES.** The following budget changes for cost reimbursement grantees shall be subject to prior approval of the Commission through the amendment process as provided for in Article 10.6. Budget amendments shall be requested from the Commission and approved prior to implementation of the budgetary changes. Budget amendments shall be compatible with the terms of this Agreement and of such a nature as to qualify as an allowable cost. Budget amendments requested during the final ninety (90) days of the Agreement period will be approved on a limited basis. The following circumstances require budget amendments.

a) Budget changes which would result in changes in excess of ten percent (10%) of the total budget.
b) Budget changes which would lower the Grantee's percent share of costs required under this Agreement.
c) Budgetary changes related to changes in the scope or goals of the project.
d) Costs requiring prior approval: adding costs in a previously unbudgeted line item, supplies in excess of $1,000 per item, equipment valued at greater than $10,000, subgrants or contracts not included in approved application and budget, other costs requiring prior approval under § 2 CFR 200 regardless of the ten percent budget limitation.

2.6 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Grantee within sixty (60) days following the Completion Date, then the Commission shall be under no obligation for further disbursement.

2.7 **BUDGET MODIFICATIONS FOR UNDER RECRUITMENT AND UNEXPENDED FUNDS.** The award amount contemplated by this Agreement reflects a maximum possible payment based on full member enrollment. In the event that the Program does not fully recruit the awarded member service years (MSY), or if the program has significant amounts of estimated unexpended funds, Volunteer Iowa will work to recapture these funds through a budget reduction. The budget reduction may be voluntary (upon mutual agreement with the program) or at the sole discretion of Volunteer Iowa based on low member recruitment, past unexpended funds or expected future expenditures. The Commission reserves the right to request repayment of any federal funds disbursed above the reduced federal amount.

a) Formula cost reimbursement programs with unexpended funds in excess of 10% of the federal share at midyear will be required to submit a Budget Modification form according to the due date and format specified in the Program Manual.
b) Competitive cost reimbursement programs may submit a Budget Modification form following the date and format specified in the Program Manual, to reflect adjustments to approved line items.
c) Fixed amount grantees will not submit a mid-year budget modification.

2.8 **ADMINISTRATIVE COST GUIDELINES.** Federal funds used for reasonable administrative costs, are allowable. For cost reimbursement grantees, the federal share of administrative costs shall be limited to approximately five percent (5%) of the AMERICORPS funds expended in Sections I and II of the approved budget. (See Exhibit E. Application Instructions for detailed calculations of administrative costs). Grantees are eligible for additional administrative costs in the Grantee Share of the budget. These amounts are approved at the time of award and are reflected in the budget. Administrative costs will only be disbursed proportional to grant funds expended.

2.9 **UNALLOWABLE COSTS.** If Volunteer Iowa determines at any time, whether through monitoring, audit, closeout procedures or by other means, that the Grantee has expended funds for unallowable activities, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Volunteer Iowa's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 15h, Iowa Code. If it is Volunteer Iowa's final determination that costs previously paid by Volunteer Iowa are unallowable under the terms of the Agreement, the expenditures will be disallowed, and the Grantee shall repay to Volunteer Iowa any and all disallowed costs. Grantee shall repay all disallowed costs within thirty (30) days. Volunteer Iowa may work out a payment plan with the Grantee at its discretion.

2.10 **NATIONAL SERVICE CRIMINAL HISTORY CHECKS DISALLOWED COSTS.** If Volunteer Iowa determines at any time, whether through monitoring, audit, closeout procedures, program self-reporting, or by other means, that any portion of the National Service Criminal History Check (NSCHC) process has not been completed as required, Volunteer Iowa will follow the most recent version of the AMERICORPS NSCHC Enforcement Guide to assess disallowance in cases of noncompliance or other unallowable circumstances as described in the Guide. Disallowance payments must be made with non-federal funds. Fixed amount grant staff and planning grants are exempt from NSCHC requirements.

2.11 **Support Costs.** Volunteer Iowa will assess the following on Grantee.

a) State Member Management System Costs: Grantees will be invoiced on a biannual or other regular basis for a cost of $22/member for costs of participation in the state's member management and timekeeping systems. Grantees approved to use another member management and timekeeping system (see Attachment B) will be charged an additional per-member cost to account for increased Volunteer Iowa staff time required to conduct required monitoring in a separate system.
b) State Support and Monitoring Costs: Grantees will be invoiced a State Support and Monitoring Cost on a biannual or other regular basis to cover the cost of commission staff time spent providing necessary technical assistance to programs. The cost calculation provided in the annual Request for Applications. The cost level will be based on categories selected from the most recent risk and monitoring level assessment. All new grantees will be considered to be at the high monitoring level.

ARTICLE 3 - TERMS OF GRANT

3.1 **GRANT.** The Commission grants $258,991 to the Grantee for AmeriCorps activities during the Grant Agreement Period. The program activities of the Grantee are to commence as of the Effective

Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the program activities required hereunder shall be completed on or before the Completion Date.

a) State match portion of the grant: of the total grant amount, $0 is state funding that shall be used by the Grantee to meet the federal match requirement for the AmeriCorps program. The state funding source is: not applicable.

3.2 **GRANT ACTIVITIES TO BE PERFORMED.** Subject to the provisions set forth in this Agreement, Volunteer Iowa grants funds to the Grantee to carry out the program activities and interventions as specifically outlined in Attachment C entitled "Grant Application" signed on and incorporated by this reference, and for such other grant obligations as Volunteer Iowa and Grantee may agree to in writing.

3.3 **DISASTER DEPLOYMENT FOR OPERATIONAL GRANTS.** In the case of a state-declared disaster, Grantee's members and/or grant-funded staff may be voluntarily deployed as an asset of the state. In case of deployment, allowable related expenses outside of the scope of the approved Application may be eligible for reimbursement. All disaster deployments must be approved by Volunteer Iowa. Organizations opting to serve as part of the Disaster Cadre may also be deployed under the Volunteer Iowa Cooperative Agreement with the Federal Emergency Management Agency (FEMA). The terms of these deployments are covered in Attachment C, "Iowa AmeriCorps Disaster Response Disaster Deployment Agreement".

3.4 **GRANT ADMINISTRATION.** The Agreement shall be administered in accordance with all applicable State and Federal laws, regulations, and guidance, including those found in Exhibit F, "Volunteer Iowa AmeriCorps Program Manual", which has been distributed by Volunteer Iowa to the Grantee.

3.5 **EVALUATION FOR OPERATIONAL GRANTS.** The Grantee will fulfill the evaluation requirements for AmeriCorps State & National grantees and subgrantees as outlined in Exhibit B, "Federal Regulations" and other AMERICORPS evaluation guidance. If the Grantee's evaluation plan requires AMERICORPS approval, the Grantee will secure this approval by the date communicated in writing. Designated program staff may be required to participate in training and technical assistance. Failure to submit plans or plan corrections or to participate in required training will result in program suspension.

3.6 **SPECIAL CONDITIONS.** The Grantee will be subject to any special conditions noted below. Special conditions may be specified by AMERICORPS or by Volunteer Iowa. AMERICORPS or Volunteer Iowa will suspend programs that do not comply with the special conditions.

a) Special conditions applicable to this grant agreement: NA

3.7 **APPROVED WAIVERS.** The Grantee has received approval for the following waiver(s):
MSY minimum: NA
Maximum slot request: NA
Volunteer generation waiver: NA
Match Waiver: NA
Alternate timekeeping system: NA

ARTICLE 4 - CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Commission shall be under no obligation to disburse to the Grantee any amounts under the Grant Agreement:

4.1 **GRANT AGREEMENT EXECUTED.** The Grant Agreement shall have been properly executed and returned to Volunteer Iowa prior to the grant agreement effective date or within thirty (30) days of Volunteer Iowa's transmittal of the final Agreement to the Grantee, whichever is sooner.

4.2 **BINDING FINANCIAL COMMITMENTS.** Upon request, the Grantee will provide a resolution of the Board of Directors, or other Governing Body of the Grantee, authorizing the execution and delivery of this Grant Agreement and such other papers as the Commission may reasonably request, and specifying the officer(s) authorized to execute the Grant Agreement and bind the Grantee.

4.3 **GRANTEE DOCUMENTATION.** The Grantee shall have completed the following Start Forms related to program management and compliance.

a) Must be approved: Pre-Award Financial Form (new and planning Grantees) or Financial Survey (returning Grantees).
b) Must be submitted: NSCHC Checklist, Policy, and Training Certifications (all operational Grantees).

4.4 **SUBMISSION OF PAYMENT PROCESSING FORMS.**

a) Taxpayer identification number: Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."
b) (For non-state agencies) Electronic funds transfer (EFT): Completion and submission of form "Direct Deposit Authorization Form" from Iowa Department of Administrative Services.

4.5 **SYSTEM FOR AWARD MANAGEMENT REGISTRATION.** The Grantee shall have a current and active registration with the System for Award Management (SAM) and a valid Unique Entity Identifier (UEI).

ARTICLE 5 - REPRESENTATIONS AND COVENANTS OF GRANTEE

To induce the Commission to make the Grant referred to in this Agreement, the Grantee represents and covenants that:

5.1 **AUTHORITY.** The Grantee is duly organized and validly existing under the laws of the State, is in good standing, and has complied with all applicable laws of the State of Iowa. The Authorized Representative listed for the Grantee is duly authorized and empowered to execute and deliver this Agreement. All action on the part of the Authorized Representative, such as appropriate resolution of their governing body for the execution and delivery of the Agreement, has been effectively taken.

5.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Grantee and the Program provided to the Commission are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

5.3 **GRANT APPLICATION.** The content of the grant application the Grantee submitted to the Commission for funding is a complete and accurate representation of the Grantee and the Program as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Grantee since the date the application was submitted to the Commission.

5.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Grantee, threatened against the Grantee affecting in any manner whatsoever their rights to execute the Agreement or the ability of the Grantee to make the payments required under the Agreement, or to otherwise comply with the obligations of the Agreement.

5.5 **PRIOR AGREEMENTS.** The Grantee has not entered into any verbal or written contracts, agreements or arrangements of any kind, which are inconsistent with the Grant Agreement.

5.6 **RENEWAL AND RESTATEMENT.** The covenants and representations of this Article are made as of the Effective Date of this Agreement and shall be deemed to be renewed and restated by the Grantee at the time of each request for disbursement of funds.

ARTICLE 6 - GRANTEE OBLIGATIONS AND AFFIRMATIVE COVENANTS

The Grantee covenants with Volunteer Iowa that:

6.1 **PROGRAM ACTIVITIES AND INTERVENTIONS.** The Grantee shall carry out in a satisfactory and proper manner the activities and interventions detailed in the approved Grant Application (Attachment C) by the end of the Grant Agreement Period. Such activities and interventions will be conducted according to the standards generally acceptable in the Grantee's field for similar tasks and projects, as long as these are in conformance with AmeriCorps State requirements as determined by the Commission.

6.2 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Grantee shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders, including but not limited to the National and Community Service Act as amended by the Serve America Act, the Corporation's regulations (45 CFR §§ 2500-2599), the AmeriCorps Terms and Conditions, and all Executive Orders regarding DEI, Gender, and Climate Change signed by President Trump in 2025. All Grantees are subject to the Uniform Guidance under 2 CFR Chapters I and II, except that Fixed-Amount Grants are exempt from the cost principles outlined in 2 CFR Part 200, Subpart E.

Compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code and the Grantee certifies that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

6.3 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** AMERICORPS funds shall not be used directly or indirectly to employ, award contracts to, support with member placements, or otherwise engage the service of, or fund any

organization, or contractor during any period of debarment, suspension, or placement in ineligible status under 2 CFR Part 180 or any applicable law or regulation.

6.4 **MONITORING.** To fulfill its fiduciary responsibilities and programmatic obligations, the Commission shall conduct grant agreement oversight activities under this Agreement. The Commission shall conduct monitoring on a routine basis based on the Commission's risk assessments. The Commission shall conduct grant agreement oversight activities from the Commission offices, on site at the Grantee's offices, virtually using electronic communications, or a combination of these approaches. The Grantee shall implement and maintain sufficient management practices and systems to assure compliance with all programmatic and fiscal obligations under this Agreement. The Grantee's responsibilities in this regard extend to oversight of its sites and their financial and program duties as an agent of the Grantee under this Agreement.

6.5 **ACCESS TO RECORDS.** The Grantee shall permit the Commission, Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, to access and examine, audit, and/or copy any directly pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. The Commission shall make every effort to provide prior notice and to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Such rights to access shall continue as long as the records are retained by the Grantee. Records may be accessed in hard copy, electronically, on site, or in other ways as necessary to meet the needs of the Commission. Regardless of the method, all records will be managed by the Commission in accordance with proper records management procedure(s) while they are in the possession of the Commission. Access to records shall be granted within 72 hours of the request unless other arrangements have been agreed to by the Commission.

6.6 **RECORDS RETENTION.** All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the submission date of the Commission's final Federal Financial Report (FFR) covering the grant. A chart detailing disposition dates of past grants is available on the Volunteer Iowa website and upon written request. In addition to financial records and supporting documentation, this includes statistical records, evaluation and program performance data, member information and personnel records and any other records needed to document compliance with federal requirements and to justify costs and matching share.

6.7 **PROGRAMMATIC DOCUMENTATION.** Upon request, the Grantee shall deliver to Volunteer Iowa or make available for review the following documentation as applicable based on the grant type: (a) copies of all contracts or agreements relating to the Program, (b) invoices, receipts, statements or vouchers relating to the Program, (c) member or staff records or files and program performance and evaluation data related to this Program, (d) a list of all unpaid bills for labor and materials in connection with the Program, (e) budgets and revisions showing estimated Program costs and funds required at any given time to complete and pay for the Program, (f) current and year-to-date operating statements and (g) any other such grant-related documents as requested, in order to verify compliance with applicable state and federal AmeriCorps requirements.

6.8 **NOTICE OF PROCEEDINGS.** The Grantee shall promptly notify Volunteer Iowa of the initiation of any claims, lawsuits or proceedings brought against the Grantee that, if unfavorably determined, would have a material adverse effect on the Grantee's ability to perform this Agreement.

6.9 **NOTIFICATIONS.** In the event the Grantee becomes aware of any material alteration in the Program, initiation of any investigation involving the Program or any similar occurrence, the Program shall promptly notify the Commission.

6.10 **REPORTS.** The Grantee shall prepare, review, certify and submit the requests and reports as outlined below, or in the Volunteer Iowa AmeriCorps Program Manual (Exhibit F), in the form and content specified by Volunteer Iowa. The Grantee shall review all Claims and verify that claimed expenditures are allowable costs. The Grantee shall maintain documentation adequate to support all claimed costs reported for federal reimbursement or Grantee Share.

Performance Measure & Program Progress Reporting

Form	System/Format for Submission	Date Due
Program Start Forms	Status reports or grant forms in IowaGrants	*Due Dates: August or September Start Programs/January Start Programs* Phase 1: August 1/December 1 • Member Service Agreement and Host Site Agreement templates (returning programs) • Host Site Orientation Agenda and Training Plan • Program and Fiscal Staff Competency Self-Assessment • Pre-Award Financial Form (new and recompete programs) • Recruitment Plan • Enrollment Plan • Performance Measure and Enrollment/Retention Goals • Program Management Segregation of Duties • NSCHC Checklist, Policies, Procedures and Training Certifications Phase 2: September 1/January or February 1 • Financial Survey • Annual Audit Form • Member Orientation Agenda (new and recompeting programs) • Member Service Agreement and Host Site Agreement templates (new programs) • Host Site Orientation Agenda & Training Plan (new programs) • Certificate of Insurance (new and recompeting programs) Phase 3: October 1/March 1 • Financial and Program Policies • Data Collection Plan and Process • Tutoring Certification (as applicable)

Performance Measure – Corrective Action Plan (may include amendment request)	Program Officer Notification in IowaGrants	As needed throughout the program year
Initial Progress Report	Status Report in IowaGrants	January 15/April 15
Enrollment Plan Updates	Status Report in IowaGrants	January 30 and May 1/May 1 and September 30
Mid-Year Progress Report	Status Report in IowaGrants	May 15
Final Progress Report	Status Report in IowaGrants	15 days following the conclusion of the grant period
October Progress Report (if applicable)	Status Report in IowaGrants	October 25 - Programs with a Final Progress Report due after October 25 (i.e., those whose grants end in October or later) would have a October Report due in advance of their Final Report in order to meet AmeriCorps deadlines.
Monitoring Report Program Response or Response Plan	IowaGrants correspondence	By the deadline established by Volunteer Iowa.
Change in program staff as noted in Grant Agreement	Program Officer Notification in IowaGrants	Within 5 days of the person's first or last day of work or as soon as possible.
Grant Agreement No Cost Extension Request	Program Officer Notification in IowaGrants	April 30
Program Evaluation Plan or Report	IowaGrants status reports and/or application	Progress updates due in Mid-Year Performance Measure Report. Full report/plan deadline varies: With re-competing application for competitive programs.
Other Significant Program Changes	Program Officer Notification in IowaGrants	Within 5 days of awareness of the need to make the change or as soon as possible.

Financial Reporting

Form	**System/Format for Submission**	***Date Due**
Financial Start Up Forms	IowaGrants (completed by Financial Staff)	Submitted in accordance with timeline outlined in Start Up Form Checklist.
Claim	IowaGrants	Monthly by the 25th of the month following the end of the report period. Claims should total at least $100 at the time of submission. **Programs may request quarterly reporting due 25th of the month following the end of the quarter.

Program Claim Attachments (New Programs and High Financial Monitoring Level Programs)	Attachments in IowaGrants	Attached monthly (to coincide with Claim Form) supporting documentation for all claimed costs.
IET Form Attachment (State Agencies only)	IowaGrants	Attached monthly (or **quarterly) to coincide with Program Claim Form) by the 25th of the month following the end of the report period.
Federal Financial Reports (Cost Reimbursement only)	IowaGrants	April 25 October 25 FINAL: due within 60 days after the completion date of the grant (if grant end date does not correspond with above reporting deadlines).
Excess Program Income (Cost Reimbursement only)	Iowa Grants	April 25 October 25
Estimated Unexpended Funds Report	IowaGrants	April 25 for all programs, and upon request
Budget Modification Request (Program Officer Notification) N/A for Fixed Programs	IowaGrants	January 15 Required for programs that will not fill all full-time member slots. April 30 Required for programs with >10% unexpended federal funds. Requests for budget modifications can be made at any time. It is recommended they be requested within 15 days of identifying the need for a change.
Closeout Packet (Status Report)	IowaGrants	Within 60 days after the termination of the grant.
Site Visit Response	IowaGrants	Within timeline as established in site visit report from Volunteer Iowa.
Financial Desk Review *Covers one-reporting period as noted in the monitoring schedule based on program monitoring level.*	IowaGrants as attachment	Upon request in conjunction with a monthly financial claim report.
Change in financial staff (Program Staff Update)	IowaGrants	Within 5 days of the person's last day of work or as soon as possible.
Problems/Concerns – including suspected fraud, waste or abuse of federal funds	Via email or phone call to program officer	Immediately

*If the reporting deadline falls on a weekend or state holiday, the reporting due date remains the same. The program may submit on the due date or prior to the due date.
**Prior approval from Volunteer Iowa required for quarterly claim submission. Quarterly reports cover the following periods: Sept-Dec; Jan-Mar; Apr-Jun; Jul-Sept, Oct-Nov (this reporting schedule includes the maximum grant period inclusive of no-cost extensions).

Member Reporting
See section 3.1 of the Volunteer Iowa AmeriCorps Program Manual (Exhibit F) to reference a full list of member reporting requirements and deadlines, such as for reporting of member early exits, member injuries or requests to convert unfilled member slots.

6.11 **REQUIRED TRAININGS & COMMUNICATIONS.** The Grantee will send at least one staff member to the following trainings (also noted in Ch. 1 of the Volunteer Iowa AmeriCorps Program Manual, Exhibit F): Volunteer Iowa new Program Director training (for new programs/new staff only, in Iowa in advance of the new program year with an abbreviated version midyear), Volunteer Iowa Program Staff Launch training (in Iowa in the first few months of the program year), a National Service Training (in the spring/summer, organized by ASC in-person and virtually), and Volunteer Iowa Financial Trainings (virtual trainings are offered twice per year, a minimum of one financial training is required each year for fiscal staff). Additionally, AMERICORPS requires the following trainings (offered via eCourse in Litmos): National Service Criminal History Check (NSCHC) Annual Training (required annually of **two** staff, see more under National Service Criminal History Checks); Funds Management Annual Training (required for 1financial staff,); Developing Program Policies and Procedures Annual Training (required for 1 financial staff); Internal Controls Annual Training (required for 1 financial staff and 1 program staff); and Fraud Awareness Annual Training (required for 1 financial staff and 1 program staff). Other trainings may be offered or required throughout the program year, based on Volunteer Iowa or AMERICORPS monitoring and feedback.

The Grantee will have at least one staff member participate in monthly Program Staff Webinars led by Volunteer Iowa staff and will have all staff who are budgeted (federal share or as match) 50% or more of their time to the AmeriCorps grant participate in regular program/financial monitoring check-in calls with Volunteer Iowa staff, to be scheduled based on the Grantee's assigned monitoring levels. A minimum of one staff person should thoroughly review the information from the AmeriCorps State Update and share with others, as appropriate.

6.12 **AUDIT.**

a) **Single Audit.** Grantees expending $1,000,000 or more in federal awards in their fiscal year shall ensure that an audit is performed in accordance with the Office of Management and Budget (OMB) Uniform Guidance (2 CFR Chapter I, and Chapter II, Part 200) as applicable. The audit and accompanying management letter (or other accompanying documents) shall be submitted to the Commission within 30 days after the completion or publication of the audit, unless a longer period is agreed to by both parties.
b) **Other Audit or Financial Review.** Grantees expending less than $1,000,000 in federal awards in a year are exempt from any federal audit requirements for that year but shall comply with audit requirements prescribed by state or local law. Grantees that have an audit or financial review performed that is inclusive of a grant period(s) covered by this agreement must submit a copy of the audit or review to the Commission within 30 days after completion.

c) **Auditor of State.** The Commission may engage the Auditor of State in conducting a review or audit at any time. If such an engagement occurs, the Grantee must cooperate with the process and provide records and files to enable the Auditor of State to conduct a thorough review.

6.13 **MAINTENANCE OF PROGRAM INSURANCE AND INDEMNIFICATION.** In addition to the member insurance requirements for the AmeriCorps program as noted in Exhibits A-F, the following requirements will apply depending on the grantee organization.

a) **State agencies:** If the Grantee is an Agency of the State of Iowa and is self-insured for liability, in general, the Grantee does not purchase commercial liability insurance since certain statutory protections are provided under Chapter 669 of the Code of Iowa. Chapter 669 authorizes claims against the State of Iowa on account of wrongful death, personal injury or property damage incurred by reason of the negligence of the Agency or its employees. The Grantee participates with the other State Departments or Regents Institutions in a self-insurance pool for purposes of vehicular liability on owned and rented vehicles. Claims up to $250,000 are paid from the self-insurance pool. Claims exceeding $250,000 are processed through the Tort Claims process, in accordance with Chapter 669 of the Code of Iowa.
Indemnification for state agencies: As an agency of the State of Iowa, the Grantee is prohibited by law from indemnifying any person or entity, however, the Grantee agrees to be responsible for its own negligent acts and omissions and those of its employees as provided by the Iowa Tort Claims Act, Iowa Code, Chapter 669.

b) **Private nonprofits, private institutions of higher education, city governments, school districts, and other grantee types:** If the Grantee is not an Agency of the State of Iowa, the Grantee shall maintain, with financially sound and reputable insurers, insurance to cover the project and protect its properties and assets against losses or damages of the kind customarily insured against by corporations of established favorable reputation engaged in the same or similarly situated. The requirement of insurance under this provision may be met by establishing, to the satisfaction of Commission, either of the following: (i) that a policy covering the project is in effect with any insurance company of recognized responsibility; or (ii) that Grantee maintains an actuarially sound program of self-insurance sufficient to cover the project. Grantee shall submit copies of all applicable agreements, certificates, policies or other documentation requested by the Commission attesting to insurance coverage and any renewals thereof.
Indemnification for non-state agencies: The Grantee shall indemnify and hold harmless the Commission, its officers and employees from and against any and all losses in connection with the Project.

6.14 **CERTIFICATIONS.** The Grantee certifies and assures that the Program will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

a) Financial Management guidelines issued by the U.S. Office of Management and Budget, Uniform Guidance (2 CFR 200). Fixed amount grants are exempt from the cost principles outlined in 2 CFR Part 200, Subpart E.

b) Certifications and Assurances agreed upon at the time of application as detailed in the AmeriCorps Application Instructions, (Exhibit E).

ARTICLE 7 - DOCUMENTS INCORPORATED BY REFERENCE; PRIORITY

7.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The following documents are hereby incorporated by reference:

a) Attachments
   i. Attachment A, "IOWA AMERICORPS DISASTER RESPONSE TEAM DEPLOYMENT AGREEMENT." (completed if applicable)
   ii. Attachment B, "ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM FORM." (completed if applicable)
   iii. Attachment C, "YOUTH MENTAL HEALTH CORPS AGREEMENT" (completed if applicable)
   iv. Attachment D, "GRANT APPLICATION", dated on the SF424, form (attached)
   v. Attachment E, "BUDGET" (attached)

b) Exhibits
   i. Exhibit A, "ACT", The National and Community Service Act of 1990 as amended by the Serve America Act, https://americorps.gov/sites/default/files/document/%40%20National%20and%20Community%20Service%20Act%20of%201990%20%28as%20amended%20through%20PL%20111-13%29.pdf
   ii. Exhibit B, "FEDERAL REGULATIONS", 45 CFR §§ 1200-1299 and 2500-2599, https://www.ecfr.gov/cgi-bin/text-idx?SID=0a0651909748e317690886cbf689868a&mc=true&tpl=/ecfrbrowse/Title45/45cfrv5_02.tpl#0
   iii. Exhibit C, "AMERICORPS TERMS AND CONDITIONS", AmeriCorps Terms and Conditions, including both the General Terms and Conditions and the Program Specific Terms and Conditions for AmeriCorps State and National
      a. "General Terms and Conditions (2026)" https://americorps.gov/grantees-sponsors/state-subgrantees
      b. "FY 2026 AmeriCorps State and National Grants Terms and Conditions" https://americorps.gov/grantees-sponsors/state-subgrantees
   iv. Exhibit D, "REQUEST FOR GRANT APPLICATIONS", including both the Volunteer Iowa Request for Grant Applications (RFA) and the Corporation for National & Community Service Mandatory Supplemental Information for 2026 AmeriCorps State and National Grants posted at https://volunteer.iowa.gov/americorps/host-americorps-program-or-member/host-americorps-state-program
   v. Exhibit E, "APPLICATION INSTRUCTIONS", including the Volunteer Iowa Pre-Application Instructions and Volunteer Iowa Final Application Instructions posted at https://volunteer.iowa.gov/americorps/host-americorps-program-or-member/host-americorps-state-program
   vi. Exhibit F, "VOLUNTEER IOWA AMERICORPS PROGRAM MANUAL", 2026-2027 AmeriCorps Program Manual, which is posted to the Volunteer Iowa website at https://volunteer.iowa.gov/americorps/current-americorps-grantee-resources

7.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this agreement, the following order of priority shall govern:

a) Articles I through X herein
b) Exhibit A, "ACT"
c) Exhibit B, "FEDERAL REGULATIONS"
d) Exhibit C, "AMERICORPS TERMS & CONDITIONS"
e) Exhibit D, "REQUEST FOR GRANT APPLICATIONS"
f) Exhibit E, "APPLICATION INSTRUCTIONS"
g) Exhibit F, "VOLUNTEER IOWA AMERICORPS PROGRAM MANUAL"
h) Attachment A "IOWA AMERICORPS DISASTER RESPONSE TEAM DISASTER DEPLOYMENT AGREEMENT"
i) Attachment B "ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM FORM"
j) Attachment C, "GRANT APPLICATION" including all assurances, certifications, attachments, and pre-award negotiations
k) Attachment D, "BUDGET"

ARTICLE 8 - DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Grant Agreement:

a) **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the Commission by, or on behalf of, the Grantee in connection with this Grant Agreement or to induce the Commission to make a grant to the Grantee shall be determined by the Commission to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Commission's satisfaction within thirty (30) days after written notice by the Commission is given to the Grantee.
b) **Lack of Progress/Failure to Meet Program Requirements.** If there is a failure of the Grantee to make substantial and timely progress toward performance of the Program or when the Grantee has failed to comply with the Agreement, award conditions or standards. Full program requirements are outlined in the Agreement and supporting materials. Some key areas of program requirements are full member enrollment, meeting Performance Measure targets, responsiveness to Volunteer Iowa communication on compliance issues, timely correction of compliance issues, submitting timely and accurate program and financial reports.
c) **Noncompliance.** If there is a failure by the Grantee to comply with any of the covenants, terms or conditions contained in this Agreement.
d) **Program Incompletion.** If the Program, in the sole judgment of the Commission, is not completed on or before the Grant Agreement Period Completion Date.
e) **Misspending.** If the Grantee expends Grant proceeds for purposes not described in the AmeriCorps application, this Agreement, or as authorized by the Commission.
f) **Insolvency or Bankruptcy.** If the Grantee becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or the Grantee applies for or consents to the appointment of a trustee or receiver for the Grantee or for the major part of its property; or if a trustee or receiver is appointed for the Grantee or for all or a substantial part of the assets of the Grantee and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Grantee and, if instituted against the

Grantee is consented to, or, if contested by the Grantee is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

g) **Lack of or Insufficient Insurance.** If loss, theft, damage or destruction of any substantial portion of the property of the Grantee occurs for which there is either no insurance coverage or for which, in the opinion of the Commission, there is insufficient insurance coverage.

8.2 **CORRECTIVE ACTION.** Prior to issuing a formal notice of default for any of the events identified under Article 8.1, Volunteer Iowa may, on reasonable notice to the Grantee, take action to compel the Grantee to complete corrective action as required by Volunteer Iowa. The Commission shall have the final authority to assess whether the Grantee is making adequate progress on the performance measures and other program goals and requirements. The Commission may require underperforming Grantees to submit Corrective Action Plans designed to increase the Program's performance. The Commission reserves the right to monitor and measure the achievement of program performance at any time during or after the Grant Agreement Period. Corrective action may involve the following:

a) **Suspend Payments.** Volunteer Iowa may suspend the Agreement and withhold future payments under the Agreement until the program is brought into compliance or develops a corrective action plan and timeline that is approved by the Commission to bring the program into compliance. Volunteer Iowa may allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that Volunteer Iowa concludes that such costs meet the requirements of the federal regulations.
b) **Partial Repayment.** Volunteer Iowa may require partial repayment of Grant proceeds which allows partial credit for the performance targets or programmatic goals which have been met.
c) **Other Remedies.** The Commission may require other remedies following the parties' unsuccessful good faith attempt to resolve any event of default giving rise to the Commission seeking to exercise the enforcement of this clause.

8.3 **NOTICE OF DEFAULT.** Volunteer Iowa shall issue a written notice of default providing therein a fifteen (15) day period in which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

8.4 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, Volunteer Iowa may do one or more of the following:

a) Exercise any remedy provided by law,
b) Terminate the Grant Agreement and establish revised reporting deadlines for the purposes of closing out the grant,
c) Require immediate repayment of the full amount of funds disbursed to the Grantee under the Grant Agreement, plus interest.
d) Other Remedies. The Commission may require other remedies following the parties' unsuccessful good faith attempt to resolve any default giving rise to the Commission seeking to exercise the enforcement of this clause.

ARTICLE 9 - DISBURSEMENT PROCEDURES

9.1 **REQUEST FOR DISBURSEMENT.** All disbursements of proceeds shall be subject to receipt by the Commission of claims for disbursement submitted by the Grantee. Claims for disbursement

("claims") shall be in form and content acceptable to the Commission. Each requisition shall be submitted to the Commission according to the schedule shown in Article 6.10.

a) **Program Income**. All program income as defined in 2 CFR 200.307 shall be added to the Budget and used to meet the grantee share in furthering eligible Program activities as defined in the Agreement and the approved Grant Application. Program income not used to further Program activities will be deducted from the federal share for the purpose of determining the amount of reimbursable costs under the Agreement. In cases of dispute, final decisions regarding the definition or disposition shall be made by Volunteer Iowa. Proceeds generated from the AmeriCorps program are considered Program Income. Programs are required to report all income generated in excess of that which is used to meet the grantee share of the expenditures on the FFR to the Commission according to the schedule shown in Article 6.10. All program income shall be expended prior to requesting federal AMERICORPS funds. Program income received after the Grant Agreement Period shall be returned to the Commission.
b) **Late claims.** Volunteer Iowa may deny payment of claims submitted later than 60 days past the grant end date

9.2 **REQUEST FOR PAYMENT MODIFICATIONS.**

a) **Quarterly payments.** With prior approval, the Grantee may qualify for quarterly claim submission, provided the Grantee meets the financial management standards specified in 2 CFR Chapters I and II, as applicable, and provided Grantee submits any additional information that may be required by Volunteer Iowa. The Commission may revoke the approval for quarterly payment at any time, if the Grantee fails to meet financial management requirements or demonstrates significant deficiencies.
b) **Advance payments for cost reimbursement grantees.** With prior approval, cost reimbursement grantees may receive advance payments of grant funds, provided the Grantee meets the financial management standards specified in 2 CFR Chapters I and II, as applicable, and provided Grantee submits any additional information that may be required by Volunteer Iowa.
    i. **Immediate cash flow needs.** The amount of advance payments requested by the Grantee must be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established by the U.S. Commission of the Treasury in 31 CFR Part 205.
    ii. **Discontinuing advance payments.** Volunteer Iowa may, after providing due notice to the Grantee, discontinue the advance payment method and either allow payments in advance based upon individual request and approval, or by reimbursement only, in cases where the grantee receiving advance payments demonstrates unwillingness or inability to establish procedures to ensure accurate reporting, minimize the time elapsing between the receipt of the cash advance and its disbursement, displays other practices that indicate a potential financial management problem or in cases where federal funds are not forthcoming or insufficient due to non-appropriation, termination of the Program, or reduction in funding level.
    iii. **Interest earned.** In most circumstances, the Grantee must deposit advance funds received from the Volunteer Iowa in a federally insured, interest-bearing account. For exceptions to this requirement, refer to 2 CFR Chapters I and II. To the extent that interest is earned on advances of AMERICORPS funds, this interest shall be returned to Volunteer Iowa.

9.3 **MATCHING REQUIREMENTS FOR COST REIMBURSEMENT GRANTEES.** The following requirements apply only to cost reimbursement grantees.

a) The Grantee agrees to provide local matching contribution to the Program as defined in the "Grantee Share" column of the budget shown in Attachment D, "Budget". The Grantee is expected to meet the budgeted match percent of the Grantee share for each reporting period, unless otherwise agreed upon by the Commission.
b) The Grantee shall comply with OMB Cost Principles 2 CFR Part 200, Subpart E requirements related to allowable kinds and sources of match and match documentation requirements. Grantees utilizing match funds from other Federal sources must have consent from the other Federal source allowing the use of the funds as match under this Grant. Grantees shall report the amount and sources of federal funds, other than those provided by AMERICORPS, used to carry out its Program. This includes other federal funds expended by Program Subrecipients and operating sites. This information shall be reported on the Federal Financial Report (FFR).
c) If a Program fails to meet the matching requirements, the Commission will notify the Grantee in writing of the situation and request that the costs be brought into alignment with the budgeted federal and match percentages within one reporting period. If there is an on-going issue related to match, the Commission may notify the Financial Representative, Program Representative and/or the Authorized Representative of the Grantee agency. The Commission may suspend payment of reimbursement request(s) until the situation is corrected.

ARTICLE 10 - GENERAL TERMS AND PROVISIONS

10.1 **BINDING EFFECT.** This Grant Agreement shall be binding upon the Grantee and the Commission, and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the parties to this Grant Agreement.

10.2 **SUSPENSION.** Volunteer Iowa may suspend a grant for not more than thirty (30) calendar days. Examples of situations necessitating a suspension may include, but are not limited to:

a) **Serious risk to persons or property.**
b) **Violations of Federal, state or local criminal statutes.**
c) **Material violation(s) of the grant agreement.** Violations that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.
d) **Corrective action.** As part of a corrective action plan undertaken according to Article 8.2.

10.3 **TERMINATION.** Termination means the ending of the Grant Agreement, at any time prior to the planned end of the Grant Agreement Period.

a) **Circumstances for Termination.** This agreement may be terminated in the following circumstances. (The Administrative Rules of Volunteer Iowa in regards to the appeals process apply in all situations.)
    i. **For Convenience.** With thirty (30) day notice, Volunteer Iowa or the Grantee may terminate the Agreement in whole, or in part, when all parties agree that the continuation of the Program would not produce beneficial results commensurate with the future disbursement of funds.

ii. **For Cause.** As a result of Grantee's default under this Agreement, as stated in Article 8. The agreement may also be terminated if it no longer effectuates the program goals or AMERICORPS priorities.

iii. **Due to Non-appropriation or Reduction of AMERICORPS Funding.** If funds anticipated for the continuing fulfillment of this Agreement are at any time not forthcoming or insufficient due to non-appropriation, termination of the Program, or reduction in funding level, then Volunteer Iowa shall have the right to terminate this Agreement without penalty by giving the Grantee not less than thirty (30) days written notice. In the event of termination of this agreement under this Article, the exclusive, sole and complete remedy of the Grantee shall be payment for program activities performed prior to termination.

b) **Procedures Upon Termination.**

i. **Termination Notice.** Volunteer Iowa shall provide written notice to the Grantee of the decision to terminate, the reason(s) for the termination, the effective date of the termination, and final reporting obligations and deadlines. If there is partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Grantee shall not incur new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible.

ii. **Rights in Products.** All finished and unfinished documents, data, reports and other material prepared by the Grantee under the Agreement, except for any intellectual property, shall, at Volunteer Iowa discretion, become the property of the Commission.

iii. **Return of Funds.** Volunteer Iowa's share of noncancelable obligations which Volunteer Iowa determines were properly incurred prior to notice of cancellation will be allowable under the Grant Agreement. The Grantee shall return to the Commission any costs previously paid by the Commission which are subsequently determined to be unallowable through audit, monitoring or closeout procedures within thirty (30) days of the disallowance. In case of termination, all unencumbered Grant proceeds shall be returned to Volunteer Iowa within thirty (30) days of the of receipt of Notice of Termination.

10.4 **SURVIVAL OF AGREEMENT.** If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force and effect until the Grant Agreement is terminated or the proceeds are paid in full.

10.5 **GOVERNING LAW.** This Grant Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

10.6 **AMENDMENT.**

a) **Joint Modification.** The Agreement may only be amended through written prior approval of the Commission. The Commission or the Grantee may, during the duration of this Agreement, deem it necessary to modify provisions of this Agreement, which make a substantial change in the scope of services, extend the period of operation, modify the performance measures or make other changes to programmatic elements of the Agreement. The provisions of the amendment shall be in effect as of the date the modification is signed by authorized representatives of both the Commission and the Grantee, unless otherwise specified within the amendment.

b) **Unilateral Modification.** Notwithstanding paragraph (a) above, Volunteer Iowa may unilaterally modify this Agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement. Volunteer Iowa will give the Grantee reasonable prior notice of any proposed unilateral modification of this agreement.

c) **Volunteer Iowa Review.** Volunteer Iowa will consider whether an amendment request is so substantial as to require AMERICORPS written approval or as to necessitate reevaluating the Commission's funding decision on the Program. An amendment will be denied if it substantially alters the circumstances under which the Program funding was originally approved or if it does not meet federal or state requirements.

10.7 **NOTICES.** Whenever this Grant Agreement requires or permits any notice or written request by one party to another, it shall be in writing, and delivered at Volunteer Iowa's discretion via electronic means (such as email with a read receipt requested), to the Authorized Representative, Financial Representative, or Program Representative as noted on this Grant Agreement (or to another Authorized Representative who may have been designated by written notice) or enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail, as Certified Mail, return receipt requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Commission may rely on the address of the Grantee and Authorized Representative set forth heretofore, as modified from time to time, as being the address and Authorized Representative of the Grantee.

10.8 **WAIVERS OR DELAYS AND EXERCISE OF RIGHTS AND REMEDIES.** No waiver by the Commission of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Commission in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Commission shall preclude future exercise thereof or the exercise of any other right or remedy.

10.9 **LIMITATION.** The Commission shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of the Agreement. It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by the Commission for any item of work or service shall conform to the Budget as presented in Attachment D. It is further understood and agreed that all payments to the Grantee by the commission for all work and services required under this Agreement shall not exceed the Total Maximum Grant Amount unless modified by written amendment of this Agreement as provided for in Article 10.6.

10.10 **ENFORCEMENT EXPENSES.**

a) **State agencies:** If the Grantee is an Agency of the State of Iowa, if any dispute arises between the parties in connection with this Agreement and it cannot be resolved by mutual agreement of the parties, the remaining dispute shall be submitted to a board of arbitration in accordance with the procedure set forth in Iowa Code §679A.19.

b) **Private nonprofits, private institutions of higher education, city governments, school districts, and other grantee types:** If the Grantee is not an Agency of the State of Iowa, the Grantee shall pay upon demand any and all reasonable fees and expenses of the Commission, including the fees and expenses of their attorneys, experts and agents, in

connection with the exercise or enforcement of any of the rights of the Commission under this Grant Agreement, following the parties' unsuccessful good faith attempt to resolve any default giving rise to the Commission seeking to exercise the enforcement of its rights.

10.11 **HEADINGS.** The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

10.12 **PROGRAM NONDISCRIMINATION.** Grantee shall comply with the provisions of federal, state and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, creed, religion, color, age, sex, gender identity, sexual orientation, national origin, disability, or other protected class. Grantee shall provide state or federal agencies with appropriate reports as required, ensuring compliance with equal employment laws and regulations. Grantee shall ensure that all authorized subcontractors comply with provisions of this clause. A breach of this Article shall be considered a material breach of this Agreement.

10.13 **NON-ASSIGNMENT.** This Agreement may not be assigned without prior Commission written consent. The Grantee may not discontinue administration of activities under this Agreement without the prior written disclosure to and prior written consent of the Commission.

10.14 **INTEGRATION.** This Grant Agreement contains the entire understanding between the Grantee and the Commission and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Grant Agreement.

10.15 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank — Attachments and Signature Page Follow]

26-AF-06

GRANT AGREEMENT SIGNATURE & INFORMATION PAGE

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by their proper and duly authorized representatives as of the Effective Date first stated.

For City of Dubuque

_____
Michael Van Milligen

For Iowa Commission on Volunteer Service

_____
Adam Lounsbury
Executive Director

For the purposes of this Agreement, please add the following designees:

Lead Program Representative Name and Title:

_____

Financial Officer Name and Title:

_____

GRANTEE: Please confirm below your participation in the Iowa AmeriCorps Disaster Response Team (details in Attachment A):

☐ Yes, the program will participate in the Iowa AmeriCorps Disaster Response Team*

☐ No, the program will not participate in the Iowa AmeriCorps Disaster Response Team

*If yes, the program will complete Attachment A

GRANTEE: Please confirm below your use of the Volunteer Iowa Member Management System

(Details in Attachment B):

☐ Yes, the program will use the Volunteer Iowa Member Management System

☐ No, the program has been approved to use another member management & timekeeping system*

*If no, the program will complete Attachment B

Attachment A
Iowa AmeriCorps Disaster Response Team Deployment Agreement

Attachment A
IOWA AMERICORPS DISASTER RESPONSE DEPLOYMENT AGREEMENT

In this agreement the Iowa Commission on Volunteer Service ("Commission" or "Volunteer Iowa") and GRANTEE agree as follows:

1. PURPOSE. The purpose of this agreement is to outline the expectations, limitations, and requirements for eligible reimbursements for disaster deployment under the Commission's Disaster Response Cooperative Agreement (DRCA) with the Corporation for National and Community Service ("Corporation" or "AMERICORPS"), Iowa AmeriCorps Disaster Response Team (Disaster Cadre) deployments, or direct deployments initiated from Iowa Homeland Security and Emergency Management (HSEMD).

2. MEMBERS. The GRANTEE is willing to respond to disasters or assist in recovery efforts within their capability. Volunteer Iowa and GRANTEE seek to make efficient use of their authority, powers, resources, and privileges by entering into this agreement to carry out its purposes.

3. DISASTER RESPONSE: Volunteer Iowa requires the availability of Iowa AmeriCorps members to support disaster response and/or recovery efforts as needed by the State of Iowa. Extended responses may result in reassignment of service activities to respond to disaster and/or emergent needs. Waivers to this requirement will be considered on a case-by-case basis for GRANTEES that demonstrate undue hardship or for complications related to program design.

4. STATE ACTIVATION: Volunteer Iowa serves as the primary point-of-contact for National Service resources in Iowa during times of disaster and may receive requests for support from government or nongovernmental partners, including the Iowa HSEMD, the Iowa State VOAD, and the Iowa Governor's Office.

In an Iowa federal declaration, the Commission will work with AMERICORPS and Iowa HSEMD on any mission assignments and requests for assistance from the Volunteer Iowa Disaster Cadre.

Any budget or programmatic changes to a program due to a disaster response or recovery will be made in accordance with AMERICORPS specific terms and conditions.

5. OUT OF STATE: The GRANTEE and Volunteer Iowa will discuss any mission assignment requests from AMERICORPS prior to accepting the mission assignment. At any time, GRANTEE AmeriCorps members are not to deploy out of state without express approval from the Commission.

6. COST REIMBURSEMENT. GRANTEE is eligible for cost reimbursements associated with a specific mission assignment for allowable expenses that fall within the approved budget for deployment. Allowable expenses include travel, lodging, meals, supplies, and equipment incurred for deployment and any negotiated expenses specific to the deployment or mission assignment.

Unless negotiated and approved under a specific mission assignment and deployment(s), the Commission will not reimburse costs already included in the program's budget under its existing Volunteer Iowa or AMERICORPS grant(s). This preclusion includes both the CNCS and non-CNCS shares of staff salaries paid, participant costs, staff overtimes, administrative overhead and fees and/ or any other costs.

The GRANTEE is responsible for following all reimbursement procedures and allowable cost policies outlined or referenced in the Disaster Deployment Agreement between Volunteer Iowa and AMERICORPS that will be provided to the GRANTEE in the case of mission assignment and deployment.

7. LIABILITY. GRANTEE ensures adequate liability coverage for any mission assignment or deployment. Any deployment outside of the scope of the program's normal duties or not covered by existing policies will be covered by the state as members will be considered acting on behalf of the state for deployment purposes.

8. RECORD KEEPING. Records will be maintained by the GRANTEE and Volunteer Iowa in a manner consistent with the reporting requirements of the Iowa Department of Revenue and Finance, the State of Iowa Auditor's Office, the Corporation for National and Community Service and the Federal Emergency Management Agency. Source documentation sufficient to support expenditures will be provided by the GRANTEE. GRANTEE shall keep a copy of receipts requested for reimbursement for a period of 6.25 years from the end of the mission assignment.

9. TRAINING. Volunteer Iowa recommends GRANTEE provide training on disaster preparedness, response, and recovery to all AmeriCorps members; however, Volunteer Iowa will ensure task-specific training is provided to members if they are requested to assist in a disaster. Before being eligible for deployment, members must undergo the AmeriCorps Disaster fundamental training. Volunteer Iowa periodically provides GRANTEE members and staff with the opportunity to take part in trainings prior to a disaster.

10. TERMINATION. This agreement may be terminated in part or completely with or without cause by either Volunteer Iowa or GRANTEE upon thirty (30) days written notice.

11. AMENDMENTS. Any amendment to this agreement shall be by the mutual consent of the parties, be in writing, and be appended to this agreement.

12. DEPLOYMENT. Any deployment not ordered by the Governor will be voluntary and can be rejected by the Commission or the GRANTEE. Programs will not be reimbursed for any disaster response unless a specific deployment for that activity is issued. Multiple deployments may be issued under any specific mission assignment received by Volunteer Iowa and/or AMERICORPS. Typically, an Out of State deployment will require a minimum commitment of 30 days (4 weeks), but this may be negotiated on a case-by-case basis.

13. ADMINISTRATORS. GRANTEE and Volunteer Iowa each will designate one representative to serve as administrators and contacts of this Iowa Disaster Response Team agreement. GRANTEE will complete the appropriate section below to designate a contact.

GRANTEE DISASTER CONTACT NAME (if different from lead program representative):

_____

Attachment B
Alternate Member Management & Timekeeping System Form

Grant Agreement Number:

Attachment B
ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM FORM

Alternate System:

Effective member management and timekeeping is critical for the success of any AmeriCorps State program. Applicants were required to budget for costs of participation in the state's member management and timekeeping systems. Grantees who wish to use another member management and timekeeping system may be allowed to do so, with Volunteer Iowa approval prior to the start of member service and at additional cost to account for increased Volunteer Iowa staff time required to conduct required monitoring in a separate system. Any grantee wishing to use an alternate member management and timekeeping system can seek formal approval at the time of application.

ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM

1. Alternate system requested at time of application: _____

2. Have you previously used this system for AmeriCorps member timekeeping:
   ☐Yes ☐No

NOTIFICATION OF ADDITIONAL FEES & REPORTING REQUIREMENTS

1. Grantee agrees to pay a cost of $44/member as a fee to Volunteer Iowa for use of an alternate member management/timekeeping system.
   ☐ Yes, we acknowledge the additional fee

2. Cost Reimbursement Grantees agree to provide Volunteer Iowa staff limited access to the alternative timekeeping system for the duration of the project period for the purpose of completing required monitoring. If such access is not available, the Grantee agrees to submit a monthly timekeeping report in IowaGrants for the same period, for the purpose of monitoring by Volunteer Iowa Staff. Such a report must come directly from the system and should indicate submitted and approved hours per member.

   Fixed Amount Grantees are responsible for monitoring their own member timekeeping in alignment with federal grant requirements and maintaining timekeeping records for audit purposes; no timekeeping reporting to Volunteer Iowa is required.
   ☐ Yes, we acknowledge the reporting requirements

Attachment C
Youth Mental Health Corps Agreement

Grant Agreement Number:

Attachment C
YOUTH MENTAL HEALTH CORPS AGREEMENT

YMHC ID NUMBER (IOWAGRANTS): 26-YM-02
YMHC MEMBER SLOTS PROJECTED: 16 (4 FT-QT; 12 MT)
YMHC MAXIMUM FUNDING AMOUNT: $30,000
YMHC FUNDING: FIXED-AMOUNT (NON-FEDERAL FUNDS)

PURPOSE

The purpose of this attachment is to outline the expectations, limitations and requirements for eligible reimbursements for Youth Mental Health Corps (YMHC) programs. YMHC, in partnership with the Schultz Family Foundation and Pinterest, is a collaborative initiative that supports youth mental health in schools and communities while giving young adults on-ramps into behavioral health careers. Iowa YMHC programs can participate in the Community Health Worker Pathway and/or School-Based Pathway.

PROGRAMMATIC REQUIREMENTS:

MEMBERS:

1. AGE: YMHC AmeriCorps members must be between 18 and 24 years old at the time of enrollment in AmeriCorps service.
2. YMHC members will be expected to complete career-focused surveys administered by Serve Minnesota at the beginning of service, end of service, and six months after service concludes.
3. PROFESIONAL DEVELOPMENT: Members will be provided with opportunities to participate in professional development sessions led by the Peer Health Exchange and coaching sessions provided by Inside Track.
4. TRAINING: All YMHC members must complete one Foundational training and Advanced training, including but not limited to:
    a. Foundational Training: Mental Health First Aid (online or in-person course options may be scheduled by Volunteer Iowa or individually)
    b. Advanced Training
        i. Community Health Worker Pathway
            1. Public Health for Community Health Workers; AND
            2. Youth Mental Health Foundations
        ii. School-Base Pathway
            1. Direct Support Professional Behavioral & Mental Health Certificate through DMACC; OR
            2. Registered Behavioral Technician Certification through BDS or University of Kansas; OR

3. Paraeducator Certification Program through Approved Paraeducator Preparation Programs & Certifying Official; OR
4. Other certification or credential approved by Volunteer Iowa

iii. As time and budget allow, programs may also provide additional optional professional development opportunities. A list of appropriate optional opportunities will be available on the YMHC Basecamp.

GRANTEE:

1. YMHC grantees are expected to participate in a monthly shared learning calls, held on the first Wednesday of each month from 9:00–9:45 AM CST. At least one program representative must attend the Monthly YMHC Program Call.
2. Member information: GRANTEE will provide Volunteer Iowa with YMHC member contact information within 8 days of enrollment for grant reporting requirements and to ensure timely delivery of survey and YMHC network opportunities. Programs should enter the following information for each enrolled member through correspondence in IowaGrants using the member data file (available on Basecamp).
    a. Name
    c. Position title
    d. Host site
    e. Email (personal preferred for career survey and coaching)
    f. Mobile (personal preferred for career survey and coaching)
3. MEMBER POSITION DESCRIPTION: Each YMHC Member Position Description (MPD) must clearly outline the YMHC member activities, along with any additional requirements related to training and data reporting. To support consistency across programs, the YMHC MPD template includes comments with sample language that can be adapted as needed.

YMHC Funds

FUNDS:

GRANTEE will be eligible to receive up to $3,000 per YMHC member enrolled in a quarter-time or larger slot type after the following deliverables have been met:

1. Deliverable 1: $2,000 may be requested when a YMHC member is successfully enrolled in eGrants to support programmatic costs related to YMHC activities
2. Deliverable 1: $1,000 may be requested when a YMHC member completes all YMHC required foundational and advanced training options.

With prior approval for this slot type, GRANTEE will be eligible to receive up to $1,500 per YMHC member enrolled in a minimum-time slot type after the following deliverables have been met:

1. Deliverable 1: $1,000 may be requested when a minimum-time YMHC member is successfully enrolled in eGrants to support programmatic costs related to YMHC activities.

2. Deliverable 2: $500 may be requested when a minimum-time YMHC member completes all required YMHC foundational trainings.

YMHC funds are intended to support YMHC program activities and interventions (including but not limited to: supporting YMHC member living allowance, YMHC member incentives, YMHC required trainings, supplement host site cost share, etc.).No additional funds will be awarded for refilled slots. YMHC funding may be used by GRANTEE to meet the federal match requirement for the AmeriCorps program.

CLAIMS PROCESS:

GRANTEE will submit claims quarterly via IowaGrants under the YMHC ID Number listed at the beginning of this document.

REPORTING & DATA COLLECTION

PROGRESS REPORTS:

GRANTEE will complete progress reports via IowaGrants under the YMHC ID Number.

DATA COLLECTION:

The program is responsible for collecting data from YMHC members and/or sites to submit the reports by the deadlines:

i. Number of young adults (18-24 years old) enrolled in the YMHC
ii. Number of members that complete a certification pathway
iii. Number of participating AmeriCorps grantees
iv. Number of participating host sites
v. Number of youth served by YMHC members within their caseload
vi. Number of community members served by YMHC members outside their caseload
vii. At least one narrative example of a member's activity supporting youth mental health for the period.
viii. Other data requested and communicated by Volunteer Iowa

Attachment C
Grant Application

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PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)

1. TYPE OF SUBMISSION:
Application [X] Non-Construction

2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):	3. DATE RECEIVED BY STATE: 18-MAR-26	STATE APPLICATION IDENTIFIER: N/A
2b. APPLICATION ID: 26AC281321	4. DATE RECEIVED BY FEDERAL AGENCY:	FEDERAL IDENTIFIER:

5. APPLICATION INFORMATION

LEGAL NAME: City of Dubuque
UEI NUMBER: TLJMHPVMMUD3

ADDRESS (give street address, city, state, zip code and county):
50 W 13th St
Dubuque IA 52001 - 4805
County: Dubuque

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):
NAME: Sarah Berna
TELEPHONE NUMBER: (563) 690-6171
FAX NUMBER:
INTERNET E-MAIL ADDRESS: sberna@cityofdubuque.org

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
426004596

7. TYPE OF APPLICANT:
7a. Local Government - Municipal
7b. Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).
[ ] NEW [X] NEW/PREVIOUS GRANTEE
[ ] CONTINUATION [ ] AMENDMENT
If Amendment, enter appropriate letter(s) in box(es): [ ] [ ]
A. AUGMENTATION B. BUDGET REVISION
C. NO COST EXTENSION D. OTHER *(specify below):*

9. NAME OF FEDERAL AGENCY:
Corporation for National and Community Service

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.006
10b. TITLE: AmeriCorps State

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
City of Dubuque AmeriCorps Program
11.b. CNCS PROGRAM INITIATIVE (IF ANY):

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):
Dubuque, IA

13. PROPOSED PROJECT: START DATE: 09/01/26 END DATE: 08/31/27

14. CONGRESSIONAL DISTRICT OF: a.Applicant IA 02 b.Program IA 02

15. ESTIMATED FUNDING: Year #: 1

a. FEDERAL	$ 258,991.00
b. APPLICANT	$ 170,071.00
c. STATE	$ 0.00
d. LOCAL	$ 0.00
e. OTHER	$ 0.00
f. PROGRAM INCOME	$ 0.00
g. TOTAL	$ 429,062.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
[ ] YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE:
[X] NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
[ ] YES if "Yes," attach an explanation. [X] NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: Sarah Berna	b. TITLE:	c. TELEPHONE NUMBER: (563) 690-6171
d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:		e. DATE SIGNED: 03/17/26

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Narratives

Executive Summary

The City of Dubuque will have 31 AmeriCorps members in Dubuque, Iowa. AmeriCorps members will provide one-on-one and small group support for K-12 students through in-school and out-of-school programs, anchored by the Check-In/Check-Out (CICO) model. By the end of the first program year, the AmeriCorps members will be responsible for 140 students showing improvement in social and emotional engagement measured via the Devereux Student Strengths Assessment (DESSA). In addition, the AmeriCorps members will leverage 100 volunteers who will be engaged in mentoring youth and supporting youth programming. The AmeriCorps investment will be matched with $170,071; $128,821 in public funding and $41,250 in private funding.

Rationale and Approach/Program Design

1-COMMUNITY AND LOGIC MODEL Dubuque, Iowa, youth are in crisis, resulting in lower school attendance, social and emotional challenges, higher need for behavioral intervention in school and community programs, decreased graduation rates, increased need for mental health interventions, and higher rates of risk-taking & law-breaking behaviors. Additionally, youth from marginalized communities are experiencing these crises at higher rates. The City of Dubuque AmeriCorps Program operates primarily in a severely economically distressed area, specifically in Downtown DBQ, in census tracts 1, 5, and 7.01, with a $26,241.33 per capita income, a 9.3% average unemployment rate, plus a 25.9% average percentage below the poverty level. In schools, major office discipline referrals for behaviors have risen from 2021-2024 by 4.1% to 6%. Brain health retreat rooms were implemented in 2022, and their use has increased from 2022-2024. Dubuque Community School District's (DCSD) chronic absenteeism rates have been significantly high in elementary, middle, and high school. And DCSD's 4-year graduation rates have decreased by nearly 10% from 2014= 91.49% to 2024= 81.91%. The 2021 Iowa Youth Survey, most recently released data, reported that 17% of 6th-grade students, 21% of 8th-grade students, and 24% of 11th-grade students had thoughts of killing themselves over the last year. In the most recently disaggregated Dubuque County data, youth reporting plans to kill themselves rose to 10.5% in 2018.

City of Dubuque AmeriCorps Creating Opportunities utilizes an integrated, comprehensive, TWO-PRONGED APPROACH to address our community's problem of youth in crisis. The FIRST PRONG is focused on developing positive connections between youth & adult role models within a school setting. AmeriCorps Members will provide 1-1 Social Emotional Learning (SEL) interventions using the Check In, Check Out (CICO) Model to support youth in crises by strengthening their social-

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emotional health. The SECOND PRONG of the program focuses on developing community-based mentoring and enrichment for at-risk youth during out-of-school and summertime. AmeriCorps Members will develop and implement after-school and summer programs to build community within and around Dubuque youth to improve social-emotional health. Our program believes that utilizing AmeriCorps members to develop and increase opportunities for community connection, as well as fostering direct connections with youth, will create and foster resiliency among these youth. In contexts of risk, relationships are crucial to mitigating the negative impact of toxic environments and adverse childhood experiences. AmeriCorps Members are a valuable solution to address these needs, as most partners are experiencing tightened budgets due to economic distress. Without the utilization of AmeriCorps members, youth would simply not receive targeted SEL health interventions in our school buildings and the greater Dubuque community. In the Dubuque community, there is no other organization that has worked collaboratively across partners to help leverage resources and address needs as the AmeriCorps program does. This program has pivoted to address youths' needs since 2007. To continue to better impact youth, our program is making strategic progress on expanding service capacity. Our program has increased partnerships to include organizations that directly support youth in their mission and can expand meaningful activities utilizing social-emotional learning. Recent new hosts, Centrally Rooted (music and brain health) and Bluff Strokes Art Center (youth art engagement), are both serving targeted areas of access to youth populations. These new sites are both located inside or within walking distance of Census tracts 1, 5, and 7.01, targeted to support concentrated areas of poverty. Expanding capacity has also included the continued development of a position to engage youth in outdoor education and sustainable community engagement. This City of Dubuque Parks partnership is at the intersection of mental health and outdoor education to enhance services to engage at-risk youth. Within this program, youth and members develop knowledge and career pathways in civic and health through outdoor opportunities. Our program focuses on strengthening the members through training, experience, and community connection. The youth in our program develop future-ready skills through meaningful service from caring mentoring adults. 2-EVIDENCE TIER City of Dubuque AmeriCorps Creating Opportunities program falls into the pre-preliminary evidence tier as an evidence-informed program. Previously, our program was focused on reading. Since 2007, our partnerships have expanded, and our needs have shifted. The 2023-2026 grant cycle was the start of the redesigned program to address the needs of community partners. Through our partners and service with Dubuque youth, we determined that our program would be better suited to address the community needs of youths' Social Emotional Learning (SEL) & mental

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health. The success of service activities in the Summer Teen Empowerment Program (STEP) is a long-standing example of our program's impact on youth engagement. The lack of other teen opportunities in Dubuque and the increasing number of teens experiencing crisis continue to demonstrate our program utilizing AmeriCorps funds to help address these community needs. Additionally, our program is supporting teens in crisis by fostering resiliency. Research has shown that resiliency increases when youth relate to positive adult role models, leading our program to aim to create mentoring relationships with youth. Since the onset of COVID-19, our elementary school-focused AmeriCorps members & host sites reported and documented an increased need for SEL services, both in school & during out-of-school time. At schools, the SEL needs of students often interrupt AmeriCorps literacy interventions, requiring de-escalation and leading to time needing to be set aside for social-emotional needs to be addressed before academic learning can occur. The adaptation needed led partners to request that our AmeriCorps program adapt to address SEL needs for youth. There were no cost-effective services focused on addressing the social-emotional needs in our community, and no funding to address these needs in our schools. Using best practice with the Check In/Check Out Intervention method is a proven way to reduce behavioral problems of students who are not responding to Tier I intervention strategies. CICO is a well-developed, evidence-based, and efficient Tier II behavioral intervention (also known as the Behavior Education Program) (Filter, K.J., Ford, A.L.B., Bullard, S.J. et al). CICO is a K-12 Intervention strategy that provides students with immediate feedback on behavior & increased positive adult attention.

Successful implementation of this program will result in students improving in at least one SEL Category. Research on CICO has found that the intervention can improve student behavior, increase accountability and motivation, improve self-monitoring skills and self-esteem, and enhance family engagement efforts. When school instructional coaches select students to work with AmeriCorps members, parents are informed about Social Emotional Learning, the program's SEL practices, and how data is used to guide instruction.

3-EVIDENCE QUALITY -- Social Emotional Learning (SEL) interventions through the Dubuque Community School District and Multicultural Family Center are assessed using the Devereux Student Strength Assessment (DESSA). The DESSA has very high internal reliability, and evidence of criterion and construct validity for using the DESSA to measure social- emotional competence is reported in the test manual (Le Buffe et al., 2009/2014/2018) and by Shapiro and Le Buffe (2006). The DESSA has also been examined for racial and ethnic differences for both parent and teacher raters and found no interpretable differences for most comparisons. The DESSA result ratings are shown through Need for

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Narratives

Instruction, Typical, and Strength.

Our program SEL interventions through the Multicultural Family Center (MFC)'s Summer Teen Empowerment Program (STEP) saw graduation rates of 38 out of 42 in Summer 2023; 39 out of 40 in Summer 2024; and no data from 2025 due to termination of AmeriCorps funding. Adjustments to align its future-ready programming with SEL outcomes lead to the demonstration of significant growth in participants. The overall SEL composite score from the first year of the program design in Summer 2023 showed the 'Need for overall SEL Instruction' decreased from 24% to 8%. The overall SEL composite score for the 2024 Summer program showed the 'Need for overall SEL Instruction' decreased from 46% to 1% of the 40 teens in the program, resulting in a 45% growth for students needing the most SEL Support. The Summer 2023 and 2024 STEP program showed 85% of the teens demonstrating improvement in at least 1 SEL competency.

Additionally, the overall SEL composite score showed that 'Strength in overall SEL' grew from 12% to 46% of the 40 teens in the program, resulting in 34% of teens strengthening their SEL skills. The largest growth in specific competencies for the 40 teens include Optimistic Thinking- 46% improved in their attitude of confidence, hopefulness, & positive thinking; Self-Awareness- 38% improved in their realistic understanding of their strengths, limitations, & desire for self-improvement; and Relationship Skills- 39% improved in their performance of socially acceptable actions that promote & maintain positive connections with others.

Our program SEL interventions through the Dubuque Community School District overall SEL composite score from 2023-2024 showed the 'Need for overall SEL Instruction' decreased from 33% to 5%, resulting in a 28% growth for students needing the most SEL Support. The largest growth in specific competencies include Goal-Directed Behavior- 31% enabling individuals to set, plan for, and persist in achieving meaningful goals; Social-Awareness- 30% their ability to understand perspectives, empathize with others, and recognize social/ethical norms for behavior; and Decision Making- 28% improved in their ability to make constructive, ethical, and safe choices about behavior and social interactions. 2024-2025 SEL scores for Dubuque Community School were incomplete due to early termination of AmeriCorps funding.

4-NOTICE PRIORITY -- The program fits with the AmeriCorps priority areas of:

1-Organizations leading service in communities with concentrated poverty, working to engage at-risk youth and divert risky behaviors to increase public safety and crime prevention. Our program intentionally supports partner organizations located within areas of concentrated poverty to expand opportunities that engage youth in healthy, safe activities through mentoring and social-emotional

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learning.

2-Programs that enhance member experience through expanding access to high-quality youth mental health training for Community Health Worker pathways through Youth Mental Health Corps. Service specifically aligned to support a pathway to behavioral health careers. Members work with the teenage populations through four of our positions during the school year and 12 positions during the summer. Year-round programming and member training support the day-to-day service that surrounds mental well-being and belonging for both the youth and the members as they connect in their community. Training also aligns with creating workforce development.

3-Creating workforce development and certification pathways is offered through robust training (Youth Mental Health First Aid, Adverse Childhood Experiences, Trauma-Informed Care, etc.) to support hiring preferences for mental health careers. Members are trained at the beginning of their service to prepare for service and utilize during their contract and beyond. During the length of the grant year, members are brought together to continue training and support monthly; these topics are planned and also include input from members. Members have 1v1 conversations with supervisors weekly to develop workforce skills. Some supervisors are trained instructional coaches and educators, as well as some licensed in music and art therapy and social work. Partnership with the local police department delivers emotional intelligence training to members. Our program supports internship development and support from masters level social work employee to advise members on social work competencies. We also utilize a training platform, where members can access a large array of workplace training topics, some of which are assigned, and others can be requested based on the level of skill needed for each member.

4-Enhance member experience is detailed in the section below. Each member might need different skill attainment or personal growth based on their lived experience. This is tailored by both the host site supervisor and program staff. Our program continues to participate in service projects and supports developing the members in creating those service projects based on what they learn youth need while serving in the community.

5-MEMBER EXPERIENCE -- Leadership development is a priority of our program that begins with a strategic strength-based recruitment process. Program staff recruit, interview, and select each member based on their personal and/or professional career goals and previous experience or interest in working with youth. All Members receive training & professional development on Emotional Intelligence, Adverse Childhood Experiences & Trauma-Informed Service, and Youth Mental Health First Aid. During their term of service, members are challenged to develop personally and

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professionally by seeking out development opportunities that match their goals and interests. Members of the Iowa Youth Mental Health Corps gain access to specialized training, certification opportunities, and ongoing professional development that strengthen their ability to support youth mental health in their communities. Along with valuable hands-on service experience, members benefit from coaching, statewide connections, and career-building support designed to prepare them for future roles in mental health, education, and community service careers.

Each host site, as part of the program partnership, offers unique training and professional development opportunities to all members across all program partners. This strengthens the members professionally and prepares them for human services careers. For example, Dubuque Community School District offers Positive Behavior Management and Intervention and Restorative Practices as well as training on their Second Step SEL framework, and the MFC offers training on Youth Leadership Development and ServSafe Food Health Preparation Safety.

To help AmeriCorps members build skills that expand their career opportunities and support long-term pathways out of poverty, our program is strengthening internal training opportunities that develop both role-specific and general employability skills. By connecting members to the community through partnerships with the Community Engagement Coordinator and the Community Service and Outreach Coordinator - and involving them in initiatives such as City Life and community-wide service projects - we foster meaningful engagement and encourage a lifetime of civic participation.

Organizational Capability

1-ORGANIZATIONAL BACKGROUND AND STAFFING -- The City of Dubuque has sponsored an AmeriCorps Program since 2007. The city relies on its expert personnel to plan & implement the grant and provides in-kind administration, personnel, and fiscal support. The Community Impact Director provides oversight of the AmeriCorps Program Director & community outreach to identify areas of growth within the community. This position currently holds Certification of EQ Practitioner through Six Seconds and is an experienced leader in emotional intelligence and social-emotional learning. He has taught Emotional Intelligence courses at the University of Dubuque and led workshops integrating EQ across local government, the Dubuque Community School District, and the Dubuque Police Department. He holds a Master of Arts in Communication focused on emotional intelligence, with research centered on leadership development, and is currently pursuing a Ph.D. in Higher Education with an emphasis on positive psychology and thriving. The AmeriCorps Program Director designs program activity alongside community partners. This positions focused is on grant writing, development, oversight, compliance, monitoring, and financial best practices. This role utilizes

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educational background and people skills to enhance member experience by developing and executing in-depth training and coaching for each AmeriCorps member. Overseeing the member experience from recruitment to exit. The role establishes new partnerships and develops existing ones for the City of Dubuque AmeriCorps program. The Program Director is active in enrolling members into the Youth Mental Health Corps and providing support and time management to implement the training pathways with members. Focus on developing the use of volunteers to enhance the data collection to improve systems that demonstrate outcomes of youth mental health supports while maintain confidentially. The AmeriCorps Director is an AmeriCorps Alum of the program, has previously worked for the program as a Coordinator, a Site Supervisor, a COVID-19 Virtual Tutoring contractor, and holds a certification as K-8 Iowa Licensed Educator. Experience working with youth was as an educator, nationally licensed soccer coach, and Dubuque Community Soccer Club Director. The Administrative Support Professional will conduct background checks, maintain & audit member files & timesheets, submit program financial claims, maintain financial records and compliance records, and provide supplemental member support. The Grant Financial Analyst for the City of Dubuque has worked on the AmeriCorps Program finances since 2021. They provide training for city administrative support professional who is responsible for financial reporting. The Finance Manager for the City of Dubuque provides oversight & support to the Grant Financial Analyst to ensure financial compliance. The Finance & Budget Director has been monitoring all the City of Dubuque's federal grant activity since 2019. The city has effectively partnered with & facilitated several education & workforce development programs. The city supports Opportunity Dubuque & the Four Mounds Foundation's Heart Program, both focused on education & skill development for Dubuque's communities. The City of Dubuque has implemented apprenticeship programs in the Public Works Department, a Circles program in the Housing Department, Teen Resiliency Corps in the Office of Sustainability and Parks Department, and the Summer Teen Empowerment Program (a future-ready, career program) with the AmeriCorps Program at the
Multicultural Family Center. The City of Dubuque continues to develop Community Livability Pathways to engage at-risk youth in public service career exploration. Programs offered developing family member education to widen the spectrum for civic engagement.

2-MEMBER SUPERVISION -- Before members arrive on site, each site supervisor is trained in person, 1-1, and in a recorded webinar format to review overall program changes. Site supervisor training consists of an overview of AmeriCorps & Iowa Commission on Volunteer Service, member responsibilities, supervisor responsibilities, and host site agreements, time sheets, data collection,

prohibited activities, and unallowable activities, including nonduplication & non-displacement. The program connects with site supervisors and members about setting up a weekly meeting to establish a flow of information and feedback in real time. The program has both mid-term and end-of-term evaluations. The mid-term supports a scheduled checkpoint to ensure members stay on track. All members receive two layers of supervision. 1) Every host site designates a site supervisor to provide daily supervision to members and conducts at least biweekly, 1-1 meetings with each member for clear guidance. Site supervisors are available on site each day of service with a layer of direct support when supervisors are out of the office. Site supervisors provide on-site training and observation to ensure accurate interventions. 2) The Program Director serves as an added level of supervision. The Director/Admin Support meets regularly with each member to discuss progress and ensure member activities fall within allowable activities, and has an open-door policy so members may contact via an in-person meeting, email, phone, or text at any time for any reason. The Program Director signs off on all timesheets to have consistent tracking for hours to meet program partner needs and contract fulfillment. Part of Member supervision includes monthly meetings with Program staff for training and continued conversation about professional development needs based on feedback from members themselves.

Cost Effectiveness and Budget Adequacy

MEMBER RECRUITMENT -- Recruitment efforts are focused on recruiting members directly from the Dubuque Community, from retired professionals & stay-at-home parents to college students & recent high school graduates. AmeriCorps Program Staff time is prioritized at 3 recruitment windows: Fall, Winter, and Summer. Staff time budgeted supports positions being advertised virtually on local job boards, internship websites, and city social media. Paper flyers are taken to bulletin boards in apartment complexes, religious institutions, and community centers across all areas of town. City of Dubuque sponsorship supports positions being advertised in the following City Mailers that go to all households in Dubuque: four quarterly utility mailers, two annual leisure services guides, and two City-Focus magazines. We prioritize making sure that members from all backgrounds and lived experiences are respected, valued, and supported by following up with members on navigating the difficulties of public benefits, referring members to the Member Assistance Plan for mental health services (included with City sponsorship of program), training host sites to create welcoming service environments (staff time supports), and ultimately meeting members where they are at and listening to what they need to ensure they can be successful in their AmeriCorps Contract. As many interviews as possible are conducted at the Multicultural Family Center to create a welcoming environment for

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all applicants. The AmeriCorps program is housed in the Office of Community Impact and Neighborhood Supports, which works closely with multiple City departments. Additionally, program staff time budgeted supports working with the City's Human Resources department to ensure best practices are followed for all program hiring practices for applicants, members, and staff. The City of Dubuque provides office space for program staff and covers part of their personnel and benefit costs in the city department budget. Several City departments support our grant: Human Resources supports recruitment best practices and provides access to the Employee Assistance Program; Finance and Accounting oversee financial claims and reimbursements; City of Dubuque IT support for iPads for AmeriCorps Members; and the Legal Department reviews contracts and agreements.

MEMBER RETENTION -- Our program prioritizes members when planning budget costs. Our partnerships provide resources to support member development at no cost to the AmeriCorps program. Current living allowances are above the minimum requirement. The program has also made a significant effort to increase the living allowance to a 'livable allowance' to ensure that members can focus on their experience, instead of worrying about their survival. The returning member allowance increase, which is added to their living allowance, supports continued investment from members and allows them to commit more fully to the position without having to worry about juggling other jobs. One member shared they are more fully able to participate in the after-school events with the kids due to the returning member living allowance increase. Additionally, the program expects all host sites to practice barrier removal for AmeriCorps members, including paying for downtown parking and covering up to $200 per member in expenses for additional professional development opportunities. Program recruitment brings members who are highly interested in service to their community and supporting youth development.

Ongoing member retention is supported by monthly training and collaboration to bring members together to review service activities as well as learn new skills. The program holds monthly training to continue the flow of information between members. The information shared includes resources, alternative service/training opportunities, community connections through service activities, and K5/teen group member connections.

The program utilizes Youth Mental Health Corps financial resources for member training. Support from private funds encompasses Youth Mental Health First Aid, Public Health for Community Health Worker, and Youth Mental Health Foundations. Program continues to support Education and Social Work Field Experiences supervision for students in either Bachelor or Master's programs. Statewide Program Directors actively plan monthly training for all Iowa members to strengthen knowledge both

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Narratives

for service and the member's Life After AmeriCorps needs; financial planning, Adverse Childhood Experiences, Mental Health Awareness, Life Cycle of a Member, signing up for public benefits, resume building, etc. These virtual Iowa trainings reduce the costs of individual trainers and maximize resources.

Members are recognized for their service during AmeriCorps Week each year and conclude their service with an End of Service Ceremony. To continue connection and community building, members are also automatically enrolled in the AmeriCorps Alumni Association, which meets quarterly to network.

DATA COLLECTION -- Program utilizes the Devereux Student Strength Assessment (DESSA) adult rating screening tool to assist members in identifying Social Emotional Competencies within students. These students are assigned by school staff or are part of community programming.

The Program and School District have identified the following processes for student identification, selection, and intervention:

1. Student identified by Teacher as having SEL needs.
2. Student referred to the school's MTSS team (Multi-Tiered System of Support) and is determined to meet at least 2 of the 3 universal risk factors (Academic, Attendance, Behavior).
3. Referred student approved for services by the school's MTSS team;
4. Parent information letter about the DESSA Assessment, Curriculum, and Interventions, and Permission slip sent home.
5. Parent approval returns and is saved in the student file on a secure server, and then the data is recorded in OnCorps (AmeriCorps Database).

The allocated budget includes expenses related to the use of the OnCorps Reporting and Timekeeping system, Aperture Education system (DESSA), and curriculum costs (supplies needed for intervention sessions). Curriculum costs are used to replenish materials needed to carry out the social-emotional learning lessons in the program's curriculum. OnCorps reporting and timekeeping system expenses are reflected in the member management monitoring fees. Program data from the DESSA and weekly reporting from members is monitored and aggregated by the Program Director/Admin to report to AmeriCorps through the Iowa Commission on Volunteer Service.

Evaluation Summary or Plan

N/A

Amendment Justification

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Narratives

N/A

Clarification Summary

N/A

Continuation Changes

N/A

Grant Characteristics

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Performance Measures





Table1: MSYs by Focus Areas

Focus Area	% MSYs
Education	100%

Table2: MSYs by Objectives

Objectives	%MSYs
K - 12 Success	100%

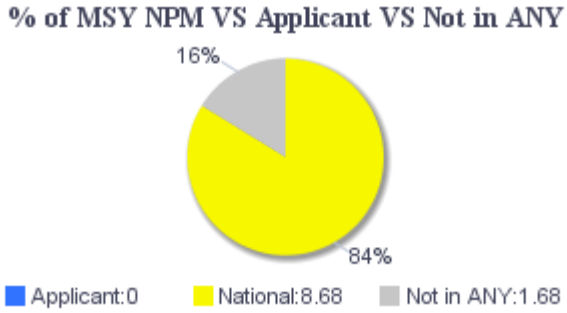

Table3: %MSYs by NPM vs.Applicant vs. Not in ANY

% MSYs	NPM	Applicant	Not in ANY
	84%	0%	16%

Table4: No of MSY and Members by Objective

Objectives	No of MSYs	No of Members
K - 12 Success	10.36	31
Total	10.36	31

Primary Focus Area: Education

Primary Intervention: Other Classroom Support

Secondary Focus Area: Education

Secondary Intervention:

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Performance Measure: DBQ Social-Emotional Intervention

Focus Area:	Education	Objective:	K - 12 Success	No of MSY's:	8.68	No of Members:	27

Problem Statement:

Dubuque Community youth are in crisis, resulting in low school attendance, higher need for school behavioral intervention, decreased graduation rates, increased need for mental health interventions, and high rates of risk - taking behaviors. Additionally, youth from communities experiencing poverty are affected by these crises at higher rates. The program will support K - 12 students through a 2 - pronged approach. In the 1st prong, 3HT + 10QT Members will provide student - specific Social and Emotional Learning (SEL) interventions to K - 5th grade students identified through a Multi - Tiered System of Support (MTSS). Students will be eligible for services if they meet Iowa ' s definition of at - risk in the areas of academic, attendance, or behavior, and are approved by the school's MTSS team. During the summer, 10MT and 1FT positions will be allocated to the Multicultural Family Center ' s Summer Teen Empowerment programs to provide mentoring, SEL health interventions, and academic support/career coaching to 40 middle/high school teens. Also, during the Summer, 2 MT and 1 FT positions will be allocated to the City of Dubuque Office of Sustainability and Parks Department ' s Teen Resiliency Corps program to provide natural resource job exploration for 8 - 10 high school students. Members allocated to both Summer Teen Empowerment and Teen Resiliency Corps programs will develop & implement free, community middle/high school programming focused on building SEL skills that translate into academic & career development. The 2nd prong utilizes members to engage youth during out - of - school time & summer as mentors through SEL - focused enrichment programs. This programming is tailored to experiential learning with adults who are interested in furthering 300 youth ' s futures & opportunities. 1 - 1 support requires more time & attention, serving 200 students with 70% improvement is a reasonable goal.

Selected Interventions:

Mentoring
Other Classroom Support
Out - of - School Time
Summer Learning

Describe Interventions:

Interventions will follow the Check In, Check Out (CICO) model, focusing on SEL intervention needs as determined by the DESSA assessment in a 1 - 1 mentoring setting. Each intervention session (at least 30 minutes/week) will occur for a minimum of 24 sessions and until the student has been reassessed and results show the student has improved in at least one intervention - targeted SEL category. The 3 HT (Dubuque Community School District - DCSD)/2 FT (Multicultural Family Center – MFC and Parks Department) Members will serve as Coordinators, while the 10 QT (DCSD)/12 MT (MFC/Parks) members will serve as Specialists. CICO follows a structure of 1) Check - in with a Specialist to set goals, 2) Monitoring, Evaluation, and Feedback with
Coordinator, 3) Check - out with the Specialist to review successes and provide support. During Check - In (15 min), Specialist will individually check in with their student caseload to review goals, collaboratively set goals for the day, and provide encouragement and a targeted SEL Intervention. Site Specific, the Coordinators at DCSD will observe students ' behaviors and provide feedback using a ' point card ' to reward students

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Performance Measure: DBQ Social-Emotional Intervention

Problem Statement:

Selected Interventions:

Mentoring

Other Classroom Support

Out - of - School Time

Summer Learning

with points for meeting goals. Before the end of the day, students will meet individually for Check - Out (15 min) with their Specialist to assess their point card, discuss their goals and behaviors, and provide encouragement, praise, and support.

ED1A Output:

ED1A: Number of individuals served

Target: 200 Individuals

Measured By: Tracking System

Described Instrument: AmeriCorps Members will record the names of youth and the number of hours spent receiving interventions in the OnCorps data system. Students receiving interventions through DCSD will have a unique identifier associated to them that consists of their grade level, teacher last name, student first name, student last name (i.e., K - Teacher, Test, Student). Students receiving interventions through the Summer Teen Empowerment Programs and Teen Resiliency Corps Program will have a unique identifier associated to them that consists of first name, last name, full birthdate (ie: Test, Student, 01012008). All members, regardless of site, are required to complete detailed intervention reports in OnCorps after each session with a student. These reports include information about the length of the session, intervention content, the student ' s level of engagement, and a brief assessment of the student ' s progress. These reports are reviewed and approved by the Site Supervisor of each member to ensure that student information is documented correctly. Program staff regularly review identifiers to ensure no duplication has occurred. The Student Name and unique identifier are then extracted from the OnCorps system and uploaded by AmeriCorps Program Staff into the program ' s Aperture System to complete the Devereux Student Strengths Assessment (DESSA) assessments. AmeriCorps members will complete the 8 - 10 minute DESSA after the first 8 meetings and conduct Check - Ins with youth participating in the programs. Youth will be considered served upon completion of at least 24 sessions of the program, when AmeriCorps members complete a 2nd DESSA for the student to assess student progress in the targeted SEL subcategory.

ED27C Outcome:

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Performance Measure: DBQ Social-Emotional Intervention

Problem Statement:

Selected Interventions:

Mentoring

Other Classroom Support

Out - of - School Time

Summer Learning

ED27C: Number of students with improved academic engagement or social - emotional skills

Target: 140 Students

Measured By: Observation Tool

Described Instrument: AmeriCorps Members will complete the Devereux Student Strengths Assessment (DESSA), a nationally standardized, adult - rating screening tool, that will assist AmeriCorps members to identify what Social - Emotional Competencies (Self - awareness, Social awareness, Self - management, Relationship skills, Responsible Decision - making - originally 8 synthesized into these 5 competencies) that a student is strong, typical, or needs further assistance with. The DESSA is a five - point Likert - type scale assessment that provides an overall Social - Emotional Composite score and a subscore for each of the 5(formerly 8) social - emotional competencies. DESSA results are reported using T - scores and percentile ranks. Tools are also available for pre - test/post - test comparisons and rater comparisons. Online administration produces individual student, classroom, site, and program - level reports.

Students will be considered as having improved social and emotional skills when AmeriCorps members complete a 2nd (or more) DESSA for the student to assess student progress, and that progress shows a student has moved from " Needs further assistance " to " Typical " or from " Typical " to " Strength " in at least one of the intervention - targeted social - emotional competencies. The DESSA will be re - administered every 8 weeks or every 24 sessions, whichever comes first. Students who do not improve or who have multiple areas of need will continue to receive services, while students who have improved will be strategically transitioned out of the program.

The DESSA has very high internal reliability, and evidence of criterion and construct validity for using the DESSA to measure social - emotional competence is reported in the test manual (LeBuffe et al., 2009/2014/2018) and by Shapiro and LeBuffe (2006). The DESSA has also been examined for racial and ethnic differences for both parent and teacher raters and found no interpretable differences for most comparisons.

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Program Information

AmeriCorps Funding Priorities

*Check any priority area(s) that apply to the proposed program. Please refer to the NOFO for the information on the threshold for meeting priority consideration.	Concentrated poverty, rural, tribal communities, Youth mental health/substance abuse, Public safety, crime prevention, partnerships, Workforce pathways for AmeriCorps members, Enhanced member experience

Grant Characteristics

*Check any characteristics that are a significant part of the proposed program	Innovative Community Strategies, Geographic Focus Urban

Additional Documents

*How many evidence documents did you submit? (Program Evaluation Report, Studies). Do not include evaluation plan in number.	Zero
*Did you submit an evaluation plan?	Yes
*How many non - evidence documents did you submit? (In most cases, this will be zero)	Zero

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Demographics

Other Revenue Funds	13439
Number of volunteers generated by AmeriCorps members	100
Percent of disadvantaged youth enrolled	0

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Required Documents

Document Name	Status
Evaluation	Not Applicable
Federally Approved Indirect Cost Agreement	Not Applicable
Labor Union Concurrence	Not Applicable
Other Documents	Not Applicable

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
The community problem that the program activities (interventions) are designed to address.	Resources that are necessary to deliver the program activities (interventions), including the number of locations/sites and number/type of AmeriCorps members.	The core activities that define the intervention or program model that members will implement or deliver, including duration, dosage, and target population.	Direct products from program activities.	Changes in knowledge, skills, attitudes, and opinions. These outcomes, if applicable to the program design, will almost always be measurable during the grant year.	Changes in behavior or action. Depending on program design, these outcomes may or may not be measurable during the grant year.	Changes in condition or status in life. Depending on program design, these outcomes may or may not be measurable during the grant year. Some programs, such as environmental or capacity-building programs, may measure changes in condition over a period as short as one year.
DBQ Data: Underserved communities are affected disproportionately In 2021, the city published the Poverty Prevention Plan: 16% of DBQ families of 4 survive at 100% of the Official Poverty Measure (OPM), 24% of families of 4 survive on just 150% of the OPM, 32% of families of 4 survive on 200% of the OPM. 44% of DBQ families of 4 survive when using United Way's ALICE measure (100% OPM + Working Poor).	SCHOOL-BASED PROGRAM (Sept. - May) 3 HT + 10 QT with Dubuque School District at 10 Elementary Schools in Dubuque Co, IA OUT-OF-SCHOOL TIME PROGRAM (Sept. - Aug.)1 TQT at Carnegie Stout Public Library + 1 FT at City Parks Dept. + 1 FT at City Multicultural Family Center + 1 HT at Centrally Rooted + 1 QT at Bluff Strokes Art Center SUMMER PROGRAM (June - Aug.) 1 MT at City Carnegie	INDIVIDUAL STUDENT/SMALL GROUP SEL INTERVENTIONS: -1-1 Social-Emotional Learning (SEL) Interventions to K-5 -Parental information sent to families to bring awareness about program design. -Following parent permission, SEL interventions are administered at least three times per week for 15-30 minutes each session for a minimum of 8 weeks or 24 sessions and until the child has been reassessed and results show the	ED1A: 200 students served 150 students with SEL needs will complete our intervention program. 50 at-risk teens will complete the Teen Empowerment Programs. 500 community youth will participate in free enrichment programs during the program year. Youth Mental Health Corps Complete both the required Youth Mental Health First Aid and Community Health Worker	ED27C: 140 students with improved social-emotional skills. 100 students who complete our program will improve at least one of the social-emotional skills as determined by the DESSA. 40 at-risk teens who complete our program will improve in at least one social-emotional skill as determined by the DESSA. Youth will improve in at least one of the following Social and Emotional Skills: Self-awareness, Social awareness,	Youth will have: Improved school and program attendance. Improved academic success. Decrease risk-taking behaviors. Increased positive adult relationships. Increased progress toward career goals (youth and member)	Youth will become more resilient in their social-emotional health and mental health with awareness of youth mental health first aid. Youth will be more likely to graduate high school on time. Members will enter mental health or human services careers.

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
2023 Point-In-Time Data shows that 37% of families in DBQ county are still below the ALICE threshold. School attendance in the Dubuque Community School District (DCSD) has been significantly impacted post COVID. The chronic absenteeism rates (10% or more) have been significantly high for the last 3 years: Elementary School 2021-22 (22%); Middle 2021-22 (23%); and High 2021-22 (35%); Elementary 2023-24 (22%); Middle 2023--24 (29%); and High 2023-24 (44%); Elementary 2024-25 (15%); Middle 2024--25 (23%); and High 2024-25 (38%). The DCSD chronic absenteeism rates have been significantly high: Elementary 2021-22 (22%); Middle 2021-22 (23%); and High 2021-22 (35%); Elementary 2023-24 (22%);	Stout Public Library + 10 MT at City Multicultural Family Center + 2MT Parks Division STAFF: 1 Director at .8 FTE, 1 Admin Assistant at .58 FTE EXTENSIVE MEMBER TRAINING & CERTIFICATIONS: 1) 6 hours program orientation, 2) 4 hours ACES & Trauma-informed Service, 3) 4 hours Emotional Intelligence, 5) 8 hours Youth Mental Health First Aid, 6) Community Health Worker Pathway certification, FUNDING: 1/2/3) City of Dubuque Parks and Carnegie Stout Public Library and Multicultural Family Center, 4) Dubuque Community School District, 5) Bluff Strokes Art Center 6) Centrally Rooted 7) Youth Mental Health Corps	student has improved in at least one SEL category. Students will be identified as eligible for AmeriCorps Member 1-1 interventions if they meet 2 of the 4 criteria: having the highest SEL needs through the SEL Screener (Criteria 1); and meet Iowa's definition of at-risk in academic, attendance, or behavior (Criteria 2+). Each CICO session will occur at least 3 times/week for 30 minutes for at least 24 sessions and until the student has been reassessed & results show the student has improved in at least one SEL category. Members will serve as CICO Coordinators or CICO Coaches. CICO follows a structure of 1) Check-in with a positive adult to set goals, 2) Monitoring, Evaluation, and Feedback with the CICO Coordinator, and 3) Check-out	Pathway trainings	Self-management, Goal-directed behavior, Relationship skills, Personal responsibility, Decision-making, and Optimistic thinking. Up to 16 members Youth Mental Health Corps completion of required training, free courses offered to all members (31 total members)		

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
Middle 2023--24 (29%); and High 2023-24 (44%); Elementary 2024-25 (15%); Middle 2024--25 (23%); and High 2024-25 (38%). DCSD's 4-year graduation rate has decreased by nearly 10% in the last 12 years, beginning in 2013-14 at 91.49%, falling to 81.9% in 2024-25. Dubuque 4-year graduation rates still come in behind the Iowa State average of 87.46% In 2024-25, 88% of DCSD's K-5th grade students had 0 or 1 major office discipline referral (MODRs), 6% had 2-5 MODRs (which is an increase from 2021 from 4.5%), and 6% had 6 or more MODRs (also an increase from 2021 from 4.1%. MODRs require behavioral intervention & de-escalation external to the classroom. In February 2022, DCSD opened 2 Brain Health Retreat Rooms		with the same positive adult to review successes and provide support. During Check-In, CICO Coaches will individually check in with their student caseload to review behavioral goals, collaboratively set goals for the day, and provide encouragement. The CICO Coordinators will observe students' behaviors and provide feedback using a 'point card' to reward students with points for meeting goals. Before the end of the day, students will meet individually with their CICO Coach to assess their point cards, discuss their goals and behaviors, and provide encouragement, praise, and support. -Teen Programs 1-1 or small group mentoring and SEL at least once a week for 40 weeks or a total of 40 hours, and during an 8-				

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
(BHRR) in two high schools. In 2024-2025, the BHRRs were used by 1,395 students, up from 1,082 students, for a total of 8,631, up from 3,161 times, taken in the first 4 months after they were opened. Dubuque County data, youth reporting plans to kill themselves rose from 6.4% in 2012 to 10.5% in 2018. From 2016 to 2018, the percentage of Dubuque County 8th-grade students who reported having a plan to kill themselves within the past year increased from 6.8% to 13.5%. DBQ youth also struggle with risk-taking behaviors and criminal activity. Data from DBQ Police for the timeframe of August 2022 through August 2025 show 1,895 criminal charges involving youth aged 9-17, with the top 5		week summer program (STEP and TRC). These programs focus on workforce development, leadership skills, financial skills, and civic and sustainability careers. COMMUNITY-WIDE SEL ENRICHMENT: -Conduct free enrichment for Middle & High School community youth at least 3x times a week for 50 weeks for at least 2 hours per activity. -Centrally Rooted Music and Brain Health and Bluff Strokes ¿ Art Engagement CAPACITY BUILDING SERVICES: -Develop and support partnerships with community non-profits and businesses to engage youth in future-ready, career-focused activities every week for 50 weeks for at least 5 hours each week.				

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
charges being disorderly conduct (29%), assault (19%), possession of a controlled substance ¿ marijuana (first offense 11%), interference with official acts (9%), and participating in riot (8%). 11% of charges were drug-related, and 8% of charges were alcohol-related. Youth were more likely to be engaged in risk-taking and unlawful behavior during after-school & evening hours, with48% of charges occurring between 2:30 pm - 10 pm.		-Develop and implement activities & curriculum for the Youth Community Livability Career Pathways program to engage K-12th grade youth in public service careers every week for 50 weeks for at least 5 hours each week.				

Attachment D
Budget

Budget Narrative: City of Dubuque AmeriCorps Program for City of Dubuque

Section I. Program Operating Costs

A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
AmeriCorps Program Director - .80 FTE - responsible for grant oversight, member recruitment, site/member support: - 1 person(s) at 85203 each x 80 % usage	68,162	0	68,162
Community Impact Administrative Assistant- .58 FTE -responsible for grant compliance, NSCHC, file audits/monitoring: - 1 person(s) at 52681 each x 58 % usage	30,555	0	30,555
Category Totals	98,717	0	98,717

B. Personnel Fringe Benefits

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
AmeriCorps Program Director: AmeriCorps Director @ 80% time (FICA@.0765= 5,214.39+ IPERS@ .0944= 6434.49+ HEALTH(Flat Rate=14094)@80%= 11275.2+ LIFE(Flat Rate=46)@80%= 36.8)	22,961	0	22,961
Community Impact Administrative Assistant: CI Admin @ 58% time (FICA@.0765= 2337.4574 + IPERS@ .0944= 2884.392 + HEALTH(Flat Rate=14094)@58%= 8174.52 + LIFE(Flat Rate=46)@58%= 26.68)	13,423	0	13,423
Category Totals	36,384	0	36,384

C. Travel

Staff Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to CNCS-Sponsored Meetings: N/A to Iowa AmeriCorps State Programs	0	0	0
Volunteer Iowa Required Training - National Service Training Conference - TBD: Airfare, est.$600 round trip 1 staff=$600 Meals-$80/day x 4 daysx1 staff =$320; Lodging $150/night x 3 nightsx1 staff=$450. Mileage to airport est. 160 mi round trip x $0.70/mi=$112, parking airport $10/dayx4days=$40, $50 ground transport host city	1,572	0	1,572
Volunteer Iowa Required Training - Program Launch - Des Moines, IA: Mileage - 1 Trip to Des Moines @ 450miles x $0.70 per mile (City of DBQ reimbursement rate, staff ride together) =$315; Meals- $80/day per diem x 3daysx 2 staff = $480; Lodging- $125/night x 2nights x 2staff = $500	1,295	0	1,295
Volunteer Iowa Required Training - New Program Staff Orientation - Des Moines, IA: Staff travel together (Director + new admin, travel listed in Program Launch)	0	0	0
Staff Travel: Site supervision:site visits, mid-term reviews, and service projects-500 miles per year x $0.70 per mile=$350(City of Dubuque mileage reimbursement rate)x1 staff + 1 Admin 100 miles for member check in x $0.70 = $70 + parking fees=$504x 2 staff=$1428	1,428	0	1,428
Category Totals	4,295	0	4,295

Member Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Member Travel (ex. Volunteer Day at Capitol): Weather dependent = $1	1	0	1
Category Totals	1	0	1

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0

E. Supplies

Item -Calculation	CNCS Share	Grantee Share	Total Amount
AmeriCorps Member gear w/AmeriCorps logo: AmeriCorps Member gear w/AmeriCorps logo: Uniform shirts & badges - 31 members x $30/member; tshirts for summer, longsleeve for winter, polo for year-long members - all w/ AmeriCorps logo = $930	930	0	930
Recruitment materials: Professional print job of program recruitment fliers/trifolds/materials @ $125/job for 4 jobs = $500	100	400	500
Curriculum Supplies (replenish for SEL intervention): Changemakers supplies $50/month for 9 months = $450	450	0	450
Category Totals	1,480	400	1,880

F. Contractual and Consultant Services

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Contracts and Consulting: Estimated for recruitment- Daily Rate of 50	0	50	50
Category Totals	0	50	50

G. Training

Staff Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
National Service Training: Registration $525x1 staff- Daily Rate of 525	0	525	525
Category Totals	0	525	525

Member Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Member Training: Member Training & Recognition Supplies: Orientation, AC Week, Life after AmeriCorps: Portfolios, handbooks, printed materials, pins, lunch for trainings over 6 hours other training/recognition supplies as needed. $40/member * 31 members = $1,240- Daily Rate of 40	0	1,240	1,240
Category Totals	0	1,240	1,240

H. Evaluation

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Evaluator Time: Hourly rate of $50/hr x 40 hrs- Daily Rate of 50	0	2,000	2,000
Category Totals	0	2,000	2,000

I. Other Program Operating Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
National Service Criminal History Check: $40/individual x 31 individuals =$1,240. Includes FBI, state of residence & state of service checks. All staff have an adjudicated NSCHC/no expected turn-over for program staff. If staff changes occur, a NSCHC will be conducted for new staff.	0	1,240	1,240
Volunteer Iowa Required State Member Management Monitoring: $22/member x 31 members = $682	0	682	682
Volunteer Iowa Required State Support & Monitoring Cost: $545 per MSY x 10.36	0	5,646	5,646
Document Signing: SignNow Business Plan: $8/month (100 documents included) + (300 × $0.96) = $96/year + $288 = $384/year total	0	384	384
DESSA Data licenses: DESSA Student Assessment: 200 Aperture System licenses@$10.50 each	2,100	0	2,100
Category Totals	2,100	7,952	10,052
Section Totals	142,977	12,167	155,144
PERCENTAGE	92.16%	7.84%	

Section II. Member Costs

A. Living Allowance

Item -# Mbrs w/ Allow -Allowance Rate -# Mbrs w/o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): 2 Member(s) at a rate of 22950 each Members W/O allowance 0	7,900	38,000	45,900
Three Quarter Time (1200 hours): 1 Member(s) at a rate of 16800 each Members W/O allowance 0	4,900	11,900	16,800
1-Year Half Time (900 hours): 4 Member(s) at a rate of 12150 each Members W/O allowance 0	20,600	28,000	48,600
2-Year Half Time (1st Year): Member(s) at a rate of each Members W/O allowance	0	0	0
2-Year Half Time (2nd Year): Member(s) at a rate of each Members W/O allowance	0	0	0
Reduced Half Time (675 hrs): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
Quarter Time (450 hrs): 11 Member(s) at a rate of 6014 each Members W/O allowance 0	36,150	30,004	66,154
Minimum Time (300 hrs): 13 Member(s) at a rate of 3992 each Members W/O allowance 0	1,896	50,000	51,896

Abbreviated Time (100 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Category Totals	71,446	157,904	229,350

B. Member Support Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members: $229350*.0765 = 17545	17,545	0	17,545
Worker's Compensation: $229350* .03 = $6881	6,881	0	6,881
Health Care: Member Healthcare: 600/month * 12 months * 1 member (additional 1 member will be covered with off grant funds if necessary) = $7200	7,200	0	7,200
MAP Access (non-grant funds): Grantee/City provides member access to Employee Assistance Plan (21.50/member x 31)	0	0	0
Category Totals	31,626	0	31,626
Section Totals	103,072	157,904	260,976
PERCENTAGE	39.49%	60.51%	

Section III. Administrative/Indirect Costs

A. Corporation Fixed Percentage

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount: Federal Share:Section I Federal (142977.049) + Section II Federal (103071.775)*(.0526)=12942 Grantee Share: Section I All (155144.249) + Section II All (260975.775)*(.01)=claiming 0% match	12,942	0	12,942
Commission Fixed Amount:	0	0	0
Category Totals	12,942	0	12,942

B. Federally Approved Indirect Cost Rate

Calculation -Cost Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0
Section Totals	12,942	0	12,942
PERCENTAGE	100.00%	0.00%	

Budget Totals	258,991	170,071	429,062
PERCENTAGE	60.36%	39.64%	
Required Match		28.00%	
Total MSYs	10.36		
Cost/MSY	24,999.13		

Source of Funds

Section	Match Description	Amount	Classification	Source
Source of Funds	Dubuque Community School District (secured)	45,000	Cash	State/Local
	City of Dubuque (secured)	83,821	Cash	State/Local
	Centrally Rooted (proposed)	6,750	Cash	Private
	Bluff Strokes Art Center (proposed)	4,500	Cash	Private
	Youth Mental Health Corps (proposed)	30,000	Cash	Private
Total Source of Funds		170,071		

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August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 5.

ITEM TITLE:	FY27 Update to Dubuque County Resource Enhancement and Protection Program (REAP) 5-Year Plan
SUMMARY:	City Manager recommending City Council approval of the City of Dubuque's FY 2027 update to the Dubuque County 5-Year Resource Enhancement and Protection Program (REAP) Plan.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo FY27 Update to Dubuque County Resource Enhancement and Protection Program (REAP) 5-Year Plan
2. Staff Memo FY27 REAP Plan Update 8-26
3. City of Dubuque FY 27 REAP Plan
4. City of Dubuque FY 26 REAP Plan redline

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: FY27 Update to Dubuque County Resource Enhancement and Protection Program (REAP) 5-Year Plan

DATE: August 11, 2026

Parks and Recreation Director Matthew Kalcevich is recommending City Council approval of the City of Dubuque's FY 2027 update to the Dubuque County 5-Year Resource Enhancement and Protection Program (REAP) Plan. The Dubuque County REAP Committee is updating the Dubuque County REAP Plan for FY27.

The Dubuque County REAP Committee must approve updates to the annual REAP Plan prior to their submittal to the IDNR. The REAP Committee met on August 3, 2026. The City of Dubuque does not have a REAP application this year.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director
Steve Fehsal, Park Division Manager
Wally Wernimont, Planning Services Director

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TO: Michael C. Van Milligen, City Manager

FROM: Matthew K. Kalcevich, Parks and Recreation Director

SUBJECT: FY27 Update to Dubuque County Resource Enhancement and Protection Program (REAP) 5-Year Plan

DATE: **August 7, 2026**

INTRODUCTION

The purpose of this memorandum is to request City Council approval of the City of Dubuque's FY 2027 update to the Dubuque County 5-Year Resource Enhancement and Protection Program (REAP) Plan. The Dubuque County REAP Committee is updating the Dubuque County REAP Plan for FY27.

DISCUSSION

The Dubuque County REAP Committee has requested the City of Dubuque's FY27 update to the Dubuque County 5-Year REAP Plan.

City FY 2027 Update to County REAP Plan
Attached is the completed questionnaire for the City of Dubuque's FY27 update for the Dubuque County 5-Year REAP Plan. The update was prepared based on the FY 2026 REAP Plan, the City's adopted FY 2027-FY 2031 Capital Improvement Program, and City Council goals for Sustainable Environment: Preserving and Enhancing Natural Resources and for Diverse Arts, Culture, Parks, and Recreation Experiences and Activities. A redline is provided for the FY 2026 update to the FY 2027 format.

City Representative to County REAP Committee
The City representative that was previously appointed to the REAP Committee is City Council Member Danny Sprank.

The Dubuque County REAP Committee must approve updates to the annual REAP Plan prior to their submittal to the IDNR. The REAP Committee met on August 3, 2026. The City of Dubuque does not have a REAP application this year.

ACTION REQUESTED

I recommend that the City Council approve the City of Dubuque's FY27 update.

attachments

cc: Wally Wernimont, Planning Services Director

Prepared by: Steve Fehsal, Park Division Manager

CHANGES TO DUBUQUE COUNTY 5-YEAR REAP PLAN
QUESTIONNAIRE

NAME OF ORGANIZATION OR MUNICIPALITY: City of Dubuque

1. List general REAP legislation-related goals and objectives of your organization or municipality that have changed since the FY 2026 update of the Dubuque County Plan:

A. Pass legislation to increase the state sales tax from 6% to 6 3/8% with the 2/7 of one percent to be deposited in the Natural Resources and Outdoor Recreation Trust Fund that the voters of Iowa already supported.

B. If this does not happen then the Iowa Legislature increase REAP to full funding of $20 million and create more permanent funding year after year. Request that the Iowa Legislature increase the cap on the Environmental First Fund (under which REAP and many environmental programs are funded) to help fund REAP. This is due to the same granting amounts since the program began and increased construction costs have made the funding grants smaller each year for what they fund if grant approved.

2. List additions or deletions from present recreational/natural areas under your jurisdiction:

Rustic Point Park

3. List the projects for which you hope to utilize REAP funding in the next five years:

FY 2027 Chaplain Schmitt Island Environmental Restoration or Trail Connections

FY 2028 Eagle Point Park - Implement Environmental Restoration Management Plan, Plan new addition (Phase 3)

FY 2029 Four Mounds Park - Implement Ecological Restoration Plan (Phase 2) or Dubuque Arboretum Environmental Restoration Plan and implementation

FY 2030 F. D. Roosevelt Park – Park and Trails Development

FY 2031 Land Acquisition – Mines of Spain / E.B. Lyons Interpretive Center(tentative)

4 List all actual and anticipated expenditures of REAP fund for FY2027:

22-R4-JQ REAP grant - Completion of Acquisition of Four Mounds Purchase $200,000

5. Summarize any additional information about your agency/city/organization that you

would like to have included in the Dubuque County Plan.

In no specific order:

- Trail Connections to Port of Dubuque Riverwalk, Historic Millwork District, Main Street, and Chaplain Schmitt Island
- Chaplain Schmitt Island Master Plan – Environmental Restoration, Recreational and Trail Connection Projects and Outdoor Recreation Development
- Land Acquisition and Development of E.B. Lyons Interpretive Area / Mines of Spain Recreation Area
- F.D.R. Park Master Plan- Implementation
- Dodge Street Bike/Hike Trail
- Southwest Arterial Mississippi River Trail Bike/Hike Trail
- Dubuque Industrial Center West Trail Development to connect to Southwest Arterial planned trail
- Granger Creek Nature Trail (Dubuque Technology Park)
- Greenbelt/Wildlife Preserve, Medical Associates Clinic West
- Greenway Trail Development: Usha Park at NW Arterial and Pennsylvania Avenue to Keyway Drive (North Fork Catfish Creek)
- Kerper Boulevard Bike/Hike Trail
- Pebble Cove Subdivision Park Development
- Land acquisition to expand existing parkland (citywide)
- Maus Park and Maus Lake detention basin – Park and landscaping improvements
- North Fork Trail Subdivision Park Development
- The Farm Park Subdivision Development
- Silver Oaks Park Subdivision Development
- Usha Park (Phases 4 and 5)

Use Additional Sheets if Necessary

Return to: Dubuque County REAP Committee, 13606 Swiss Valley Rd., Peosta, IA 52068 by mail, or email to conservationservice@dubuquecounty.us

CHANGES TO DUBUQUE COUNTY 5-YEAR REAP PLAN
QUESTIONNAIRE

NAME OF ORGANIZATION OR MUNICIPALITY: City of Dubuque

1. List general REAP legislation-related goals and objectives of your organization or municipality that have changed since the FY ~~2025~~ 2026 update of the Dubuque County Plan:

A. Pass legislation to increase the state sales tax from 6% to 6 3/8% with the 2/7 of one percent to be deposited in the Natural Resources and Outdoor Recreation Trust Fund that the voters of Iowa already supported.

B. If this does not happen then the Iowa Legislature increase REAP to full funding of $20 million and create more permanent funding year after year. Request that the Iowa Legislature increase the cap on the Environmental First Fund (under which REAP and many environmental programs are funded) to help fund REAP. This is due to the same granting amounts since the program began and increased construction costs have made the funding grants smaller each year for what they fund if grant approved.

2. List additions or deletions from present recreational/natural areas under your jurisdiction:

~~Eagle Valley Park~~
~~English Ridge Park~~
~~Westbrook Park~~
~~Caledonia Park~~
Rustic Point

3. List the projects for which you hope to utilize REAP funding in the next five years:

FY ~~2026~~2027 ~~Eagle Point Park - Implement Environmental Restoration Management Plan, Plan new addition (Phase 3)~~ Chaplain Schmitt Island Environmental Restoration or Trail Connections

FY ~~2027~~2028 ~~Chaplain Schmitt Island Environmental Restoration or Trail Connections~~ Eagle Point Park - Implement Environmental Restoration Management Plan, Plan new addition (Phase 3)

FY ~~2028~~2029 Four Mounds Park - Implement Ecological Restoration Plan (Phase 2) or Dubuque Arboretum Environmental Restoration Plan and implementation

FY ~~2029~~2030 F. D. Roosevelt Park – Park and Trails Development

FY ~~2030~~2031 Land Acquisition – Mines of Spain / E.B. Lyons Interpretive Center (tentative)

4 List all actual and anticipated expenditures of REAP fund for FY~~2026~~2027:

22-R4-JQ REAP grant - Completion of Acquisition of Four Mounds Purchase $200,000

5. Summarize any additional information about your agency/city/organization that you would like to have included in the Dubuque County Plan.

In no specific order:

- Trail Connections to Port of Dubuque Riverwalk, Historic Millwork District, Main Street, and Chaplain Schmitt Island
- Chaplain Schmitt Island Master Plan – Environmental Restoration, Recreational and Trail Connection Projects and Outdoor Recreation Development
- Land Acquisition and Development of E.B. Lyons Interpretive Area / Mines of Spain Recreation Area
- F.D.R. Park Master Plan- Implementation
- Dodge Street Bike/Hike Trail
- Southwest Arterial Mississippi River Trail Bike/Hike Trail
- Dubuque Industrial Center West Trail Development to connect to Southwest Arterial planned trail
- Granger Creek Nature Trail (Dubuque Technology Park)
- Greenbelt/Wildlife Preserve, Medical Associates Clinic West
- Greenway Trail Development: Usha Park at NW Arterial and Pennsylvania Avenue to Keyway Drive (North Fork Catfish Creek)
- Kerper Boulevard Bike/Hike Trail
- Pebble Cove Subdivision Park Development
- Land acquisition to expand existing parkland (citywide)
- Maus Park and Maus Lake detention basin – Park and landscaping improvements
- North Fork Trail Subdivision Park Development
- The Farm Park Subdivision Development
- Silver Oaks Park Subdivision Development
- Usha Park (Phases 4 and 5)

Use Additional Sheets if Necessary

Return to: Dubuque County REAP Committee, 13606 Swiss Valley Rd., Peosta, IA 52068 by

mail, or email to Brian.Preston@dubuquecountyiowa.gov

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August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 6.

ITEM TITLE:	Fire Headquarters Construction Contract Approval - HQ Bunkroom
SUMMARY:	City Manager recommending City Council approval to award the construction contract for the Fire Headquarters Bunkroom and Bathroom Remodel Project, Project #1315000025, to Portzen Construction in the amount of $426,000 and authorization to proceed with the necessary contract execution and construction activities. **RESOLUTION** Awarding The Public Improvement Contract For The Fire Department Bunk Room Remodel
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Fire Headquarters Construction Contract Approval- HQ Bunkroom
2. Fire Headquarters Construction Contract Approval_HQ Bunkroom 8-13-26
3. Resolution

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fire Headquarters Construction Contract Approval- HQ Bunkroom

DATE: August 11, 2026

Fire Chief Amy Scheller is recommending City Council approval to award the construction contract for the Fire Headquarters Bunkroom and Bathroom Remodel Project, Project #1315000025, to Portzen Construction in the amount of $426,000 and authorization to proceed with the necessary contract execution and construction activities.

The Portzen Construction bid is approximately $202,751 below the January 2026 opinion of probable construction cost of $628,751, representing a favorable construction bidding result while allowing the City to proceed with the planned improvements.

Approval of the Portzen Construction contract will allow the City to advance the first major phase of the fire station bunkroom improvement initiative and complete an important City Council priority intended to modernize Fire Headquarters, improve firefighter health and wellness, provide greater privacy for a diverse workforce, and support the Department's long-term operational readiness.

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
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager,
Jim Bousley, Project Manager

Martin FitzPatrick, Deputy Chief
Jason Lueken- Fire HQ Station Captain
Ryan Kieffer- Fire HQ Station Captain

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TO: Mike Van Milligen, City Manager

FROM: Amy Scheller, Fire Chief

SUBJECT: Fire Headquarters Construction Contract Approval- HQ Bunkroom

DATE: August 8, 2026

INTRODUCTION:

The purpose of this memorandum is to respectfully request approval to award the construction contract for the Fire Headquarters Bunkroom and Bathroom Remodel Project, Project #1315000025, to Portzen Construction in the amount of $426,000 following completion of the City's competitive bidding process last week, August 6, 2026.

The Fire Headquarters remodel is the first phase of a multi-year effort to modernize firefighter sleeping and restroom facilities throughout the City's fire stations. The project will convert the existing open-concept sleeping areas at Fire Headquarters into private sleeping quarters and reconfigure existing restroom and shower facilities into private bathroom/shower spaces. The project is intended to improve firefighter health, wellness, privacy, and operational readiness. Previous project documents identified the planned configuration as up to twelve private sleeping quarters and four private unisex bathroom/shower rooms.

The bunkroom improvement initiative was also identified as a Major Project within the 2024–2026 Dubuque City Council Goals and Priorities, reflecting the City's commitment to maintaining appropriate facilities for its public safety workforce.

DISCUSSION:

The Fire Department initially identified the need to transition fire station sleeping facilities from traditional open, general-population bunkrooms to modern individual sleeping spaces. A multi-year Capital Improvement Program was subsequently developed to address bunkroom and related facility improvements throughout all six fire stations. Previous project documentation confirms that budget approval for the multi-year bunkroom improvement initiative was received beginning in FY2024.

The original FY2024–FY2028 capital planning contemplated engineering and construction improvements beginning with Fire Headquarters/Station 1 and progressing through the remaining stations. The preliminary construction estimates included:

- Fire Headquarters/Station 1: $450,000
- Station 2 – FY2026: $150,000
- Stations 3 and 4 – FY2027: $370,000
- Stations 5 and 6 – FY2028: $250,000

Following approval of the capital funding strategy, the Fire Department began the necessary planning, cost-estimating, design, procurement, and approval processes required to advance the Headquarters project.

On January 28, 2026, the Department secured an opinion of probable construction cost from an approved professional firm. The report estimated construction of the Fire Headquarters bunkroom and bathroom improvements at $628,751, providing the more detailed cost basis necessary to proceed with professional design and engineering services. The cost of the opinion of construction services was $12,500.

In accordance with City Administrative Policy 3.09, the Fire Department requested approval of a formal proposal review committee in memo to the city manager. The Department coordinated the RFQ process with City staff, developed evaluation and scoring materials, and conducted the qualification review and selection process.

The Fire Department subsequently requested approval to developed a Request for Qualifications (RFQ) to identify a qualified architectural and engineering firm to prepare construction drawings, specifications, bidding documents, cost opinions, and related professional services. The RFQ was issued on February 27, 2026, with proposals due March 25, 2026.

Following evaluation and negotiations, FEH Design was selected as the architectural and engineering consultant. Negotiations with FEH were successfully completed on May 1, 2026, with professional services established at 7.9% of the average construction cost. The final professional services agreement identified an estimated design fee of approximately $49,671.32, based upon the $628,751 opinion of probable construction cost. The services will be calculated based upon the average cost of all submitted proposers. (estimated between $40,000-$50,000).

Following the required City Manager memo and City Council approval processes, FEH proceeded with architectural and engineering design, construction documents, specifications, bidding assistance, and construction administration services. The design work was also coordinated with previously initiated HVAC and ceiling replacement work at Fire Headquarters so that the projects could be appropriately sequenced and integrated.

Upon completion of the necessary construction documents, the Fire Department proceeded through the required memo and council approval process to approve the drawings and project and competitively bid the construction portion of the project.

The construction bid opening was held on Thursday, August 6, 2026. The City received four proposals.

Conlon Construction	$486,900
Gronen	$469,000
Portzen Construction	$426,000
Tricon Construction	$458,000

The proposals were subsequently validated and reviewed in coordination with the City Clerk's Office, Engineering Department, and FEH Design. Following this review, Portzen Construction submitted the successful proposal in the amount of $426,000.

The Portzen Construction bid is approximately $202,751 below the January 2026 opinion of probable construction cost of $628,751, representing a favorable construction bidding result while allowing the City to proceed with the planned improvements.

The construction contract represents the largest component of the project; however, the complete Fire Headquarters improvement requires several coordinated elements beyond the Portzen construction contract. The project will also include architectural and engineering services, modifications to the station alerting/technology systems affected by the new bunkroom configuration, furniture and furnishings for the individual bunk spaces, and coordination with the HVAC and ceiling replacement project.

The total anticipated project cost is approximately $619,861, in consideration of these coordinated project components and $50,000 retained an a previous HVAC project for ceiling/ paint work.

Project #1315000025 has a FY2026 fund balance of approximately $778,452. An amendment has been requested to move the $778,452 balance into FY2027 to allow completion of the project. The bunkroom project did not receive a separate FY2027 appropriation; therefore, the amendment preserves the previously authorized project funding and makes it available for completion of the Fire Headquarters work. Project #1315000008 (HVAC Fire HQ) has an amendment request related to this project to maintain $50,000 for the final ceiling/ paint work which was held off for the completion of the bunk room project (to ensure ceilings/ paint were not paid for twice).

Based upon the anticipated total project cost of $619,861, the existing HQ bunk room project balance provides sufficient funding to complete the project while maintaining approximately $158,591 in remaining project capacity for unforeseen conditions or other project-related costs. Ceiling/ paint costs coming from project #1315000008 (HVAC).

The department will utilize what is has learned in the FY2026 fire headquarters construction project to propose future bunk room projects under the FY2028 budget process.

RECOMMENDATION:

We respectfully recommend city manager and council approval (August 17th, 2026) to award the Fire Headquarters Bunkroom and Bathroom Remodel construction contract to Portzen Construction in the amount of $426,000 and authorization to proceed with the necessary contract execution and construction activities.

This award represents the culmination of a multi-year planning and capital improvement process that has included City Council goal setting and budget approval, development of a multi-year fire station improvement strategy, professional cost estimating, competitive consultant selection, architectural and engineering design, City Manager and City Council approvals, preparation of construction documents, and competitive construction bidding.

Approval of the Portzen Construction contract will allow the City to advance the first major phase of the fire station bunkroom improvement initiative and complete an important City Council priority intended to modernize Fire Headquarters, improve firefighter health and wellness, provide greater privacy for a diverse workforce, and support the Department's long-term operational readiness.

Cc

Jenny Larson
Laura Bendorf
Jim Bousley
Martin FitzPatrick
Jason Lueken- Fire HQ Station Captain
Ryan Kieffer- Fire HQ Station Captain

Prepared by Jodi Lukens, Fire Dept., 11 W. 9th St., Dubuque, IA 52001, (563) 589-4160
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

AWARDING THE PUBLIC IMPROVEMENT CONTRACT FOR THE FIRE DEPARTMENT BUNK ROOM REMODEL.

WHEREAS, sealed proposals have been submitted by contractors for the Fire Department Bunk Room Remodel (the Project) pursuant to Resolution No. 299-26 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 24th day of July, 2026; and

WHEREAS, said sealed proposals were opened and read on the 17th day of August, 2026 and it has been determined that Portzen Construction of Dubuque, Iowa in the bid amount of $426,000, is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Contract for the Project is hereby awarded to Portzen Construction 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 August, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

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August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 7.

ITEM TITLE:	Final Plat of Swiss Valley Estates
SUMMARY:	Zoning Advisory Commission recommending City Council approve the Final Plat of Swiss Valley Estates as submitted, subject to waiving the street frontage requirement will for Lot 1 and Lot 2. **RESOLUTION** Authorizing Approval Of The Final Plat Of Swiss Valley Estates, Dubuque County, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. ZAC Ltr to CC
2. Application
3. Vicinity Map
4. Colored Plat
5. Final Plat Swiss Valley Estates
6. Staff Memo
7. Resolution

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org

August 11, 2026

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: Frank Pothoff
Location: 10956 Whitetop Road, Dubuque County
Description: To approve the Final Plat of Swiss Valley Estates

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request. The application, staff report and related materials are attached for your review.

Discussion

Frank Pothoff, 17344 Melody Circle, spoke on behalf of his application. He said they are selling the house to their daughter for their granddaughter to live in, and their daughter intends to build a house next door.

Staff detailed the staff report, noting the submitted final plat, noting that it's a minor subdivision. Staff explained that two lots are going to be reconfigured to three lots. Staff noted that it's in the county but within the city's two-mile extraterritorial jurisdiction. Staff displayed the plat and described the lots, noting that Lots 1 and 2 do not have street frontage but do have a 66' access and utility easement, so a waiver of the street frontage standard is being requested. Staff stated Lot 3 is the balance of the remaining land and is in conformance with the city's subdivision regulations.

There were no public comments.

The Zoning Advisory Commission discussed the request and found it appropriate.

Recommendation

By a vote of 5 to 0, the Zoning Advisory Commission recommends that the City Council approve the Final Plat of Swiss Valley Estates as submitted, subject to waiving the street frontage requirement will for Lot 1 and Lot 2.

A simple majority vote is needed for the City Council to approve the request.

Respectfully submitted,



Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachments
cc: Frank Pothoff, 17344 Melody Circle, Dubuque County, IA

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City of Dubuque
Planning Services Department
Dubuque, IA 52001-4845
Phone: 563-589-4210
Fax: 563-589-4221
planning@cityofdubuque.org

APPLICATION FORM

Zoning Advisory Commission
- ☐ Amended PUD
- ☐ Rezoning/PUD/ID
- ☐ Text Amendment
- ☐ Simple Subdivision
- ☐ Preliminary Plat
- ☐ Major Final Plat
- ☒ Minor Final Plat
- ☐ Waiver from Site Design Standards

Zoning Board of Adjustment
- ☐ Conditional Use Permit
- ☐ Special Exception
- ☐ Variance
- ☐ Appeal

Development Services
- ☐ Annexation
- ☐ Limited Setback Waiver
- ☐ Site Plan Simple
- ☐ Site Plan Minor
- ☐ Site Plan Major
- ☐ Simple Subdivision
- ☐ Temporary Use Permit
- ☐ Port of Dubuque/ Chaplain Schmitt Island Design Review

Historic Preservation Commission
- ☐ Demolition
- ☐ Historic Revolving Loan
- ☐ Certificate of Economic Non-Viability
- ☐ Design Review Certificate of Appropriateness
- ☐ Advisory Design Review (Public Projects)
- ☐ Historic Designation: _____

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: 10956 Whitetop Rd. Dub. IA 52003

Legal Description/Parcel ID#/Subdivision: Swiss Valley Estates, Dub. County, IA

Existing Zoning: X Proposed Zoning: X Site Area (square feet/acres): Lot 1 = 1.224 + Lot 2 = 1.878 TOTAL 3.102

Historic District: _____ Landmark: ☐ Yes ☑ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Final Plat of Swiss Valley Estates

C. Applicant/Agent Information

Name: FRANK POTHOFF Phone: 563-580-3708

Address: 17344 Melody CR. City: Dub.

State: IA. Zip: 52001 Email: FPOTHOFF123@gmail.com

D. Property Owner(s) Information

Name(s): FRANK + AL POTHOFF Phone: 563-580-3708

Address: 17344 Melody CR. City: Dub.

State: IA. Zip: 52001 Email: FPOTHOFF123@gmail.com

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

Applicant/Agent: Frank Pothoff Date: 7-6-26

Property Owner(s): Frank + Al Pothoff Date: 7-6-26

FOR OFFICE USE ONLY

Fee $ 520 Ck# 2069 ☐CC ☐Cash Received by _____ Date 7/7/20

From: Frank Pothoff fpothoff123@gmail.com
Subject: City of Dubuque Zoning review
Date: Jul 6, 2026 at 5:41:29 PM
To: fpothoff123@gmail.com

We are selling my daughter, the two lots, the existing lot with the home on it will be for my granddaughter and the extra lot will be for my daughter to build on at a later date. Thank you.
Sent from my iPhone



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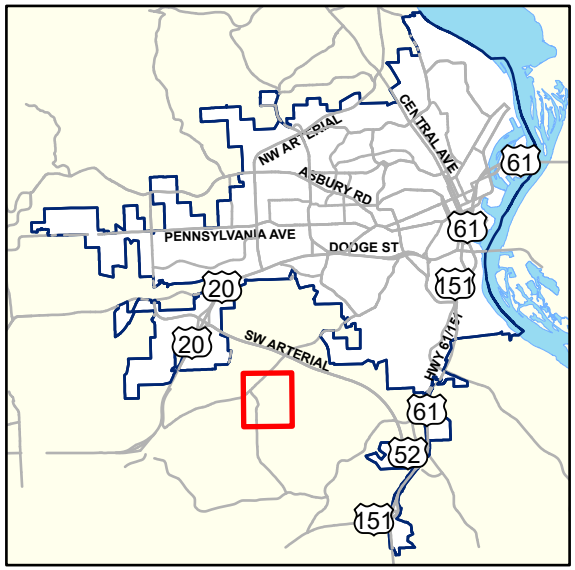
Vicinity Map



Applicant: Frank Pothoff

Location: 10956 Whitetop Road, PINs 1508227003, 1509100001, and 1509100004

Type: Minor Subdivision

Description: Final Plat of Swiss Valley Estates

Subject Property

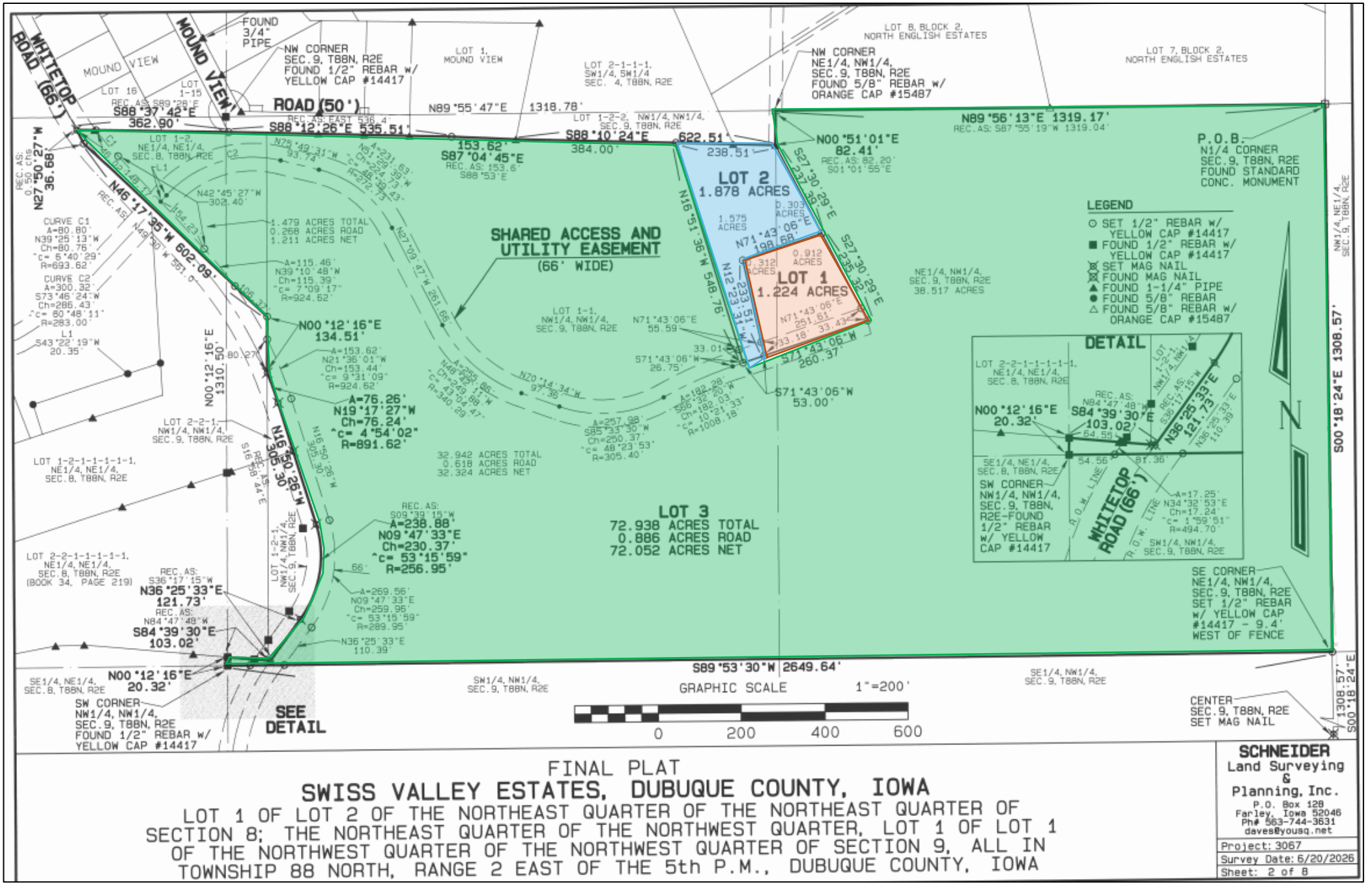
City Limits

0 250 500 1,000

Feet

N

1:8,000



FINAL PLAT

SWISS VALLEY ESTATES, DUBUQUE COUNTY, IOWA

LOT 1 OF LOT 2 OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, LOT 1 OF LOT 1 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5th P.M., DUBUQUE COUNTY, IOWA

SCHNEIDER
Land Surveying & Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 3067
Survey Date: 6/20/2026
Sheet: 2 of 8

DUBUQUE COUNTY – IOWA
APPLICATION FOR PLATTING

1225 SEIPPEL ROAD,
DUBUQUE, IA 52002

(Attach a Sketch Plat with application, showing existing structures, accesses and new lot lines)

Owner Name: Francis M. Potthoff + Jayne L. Potthoff / Alvin J. Potthoff + Kathryn Potthoff Phone: 563-580-3708 = Frank's 563-580-2439 - Al's

Name of new Subdivision: Swiss Valley Estates, Dubuque County, Iowa

Current Legal Description:
see attached plat

Parcel #(s): 1508227003 # Acres 2.16
1509100001 # Acres 35.15
1509100004 # Acres 40.0

Zoning District: R-2 Total Acres: 76.040

Current Use of Property: Ag

Lot number with the Buildings & Structures listed on each lot (if any)
Lot 1 - existing house + detached garage
Lot 2 - None, Lot 3 - farm buildings

Reason for Survey & Proposed Use of Each Lot:
Lot 1 = sell to Relative
Lot 2 = sell to Relative for new home
Lot 3 = to be Retained by Owners

List the Access (field, residential or commercial) and street, road or highway name for Each Lot:
Lot 1, Lot 2, + Lot 3 = have shared access to Whitetop Road along existing gravel drive

For Office Use Only

Is Ag Exemption Form Required? *No_____ Yes_____*
Is property within 2 miles of a City? *No_____ Yes_____*
Name of City

Is there access to each lot?_____

Acquisition Plat_____ Simple Plat_____Subdivision: Major_____Minor_____
List current addresses:_____

Revised 01/22/2025

RECORDER'S INDEX

LOCATION: LOT 1 OF LOT 2 OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, LOT 1 OF LOT 1 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5th P.M., DUBUQUE COUNTY, IOWA.

REQUESTOR: FRANK POTHOFF

PROPRIETOR: FRANCIS M. POTHOFF AND JAYNE L. POTHOFF, AND ALVIN J. POTHOFF AND KATHRYN E. POTHOFF.

SURVEYOR: DAVID P. SCHNEIDER

SURVEYOR COMPANY: SCHNEIDER LAND SURVEYING AND PLANNING, INC.

RETURN TO: DAVID P. SCHNEIDER
P.O.BOX 128 FARLEY, IOWA
Ph#563-744-3631 daves@yousq.net

FINAL PLAT
SWISS VALLEY ESTATES, DUBUQUE COUNTY, IOWA

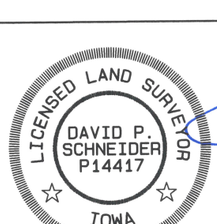
LOT 1 OF LOT 2 OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, LOT 1 OF LOT 1 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5th P.M., DUBUQUE COUNTY, IOWA

SURVEY DESCRIPTION - SWISS VALLEY ESTATES, DUBUQUE COUNTY, IOWA:

LOT 1 OF LOT 2 OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, LOT 1 OF LOT 1 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5th P.M., DUBUQUE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9; THENCE S00°18'24"E, 1308.57 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE S89°53'30"W, 2649.64 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE N00°12'16"E, 20.32 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9 TO THE SOUTH LINE OF LOT 2 OF LOT 2 OF LOT 1 OF LOT 1 OF LOT 1 OF LOT 1 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5th P.M., DUBUQUE COUNTY, IOWA, AS ILLUSTRATED ON A PLAT OF SURVEY FILED JULY 31, 1970 IN BOOK 34, PAGE 219 IN THE OFFICE OF THE RECORDER OF DUBUQUE COUNTY, IOWA, AND RESURVEYED ON A PLAT OF SURVEY (RETRACEMENT) FILED OCTOBER 21, 2016 AS FILE NO. 2016-14261 IN SAID RECORDER'S OFFICE; THENCE S84°39'30"E, 103.02 FEET ALONG SAID SOUTH LINE EXTENDED TO THE SOUTHEAST CORNER OF LOT 1 OF LOT 2 OF LOT 1 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND THE CENTERLINE OF WHITETOP ROAD; THENCE N36°25'33"E, 121.73 FEET ALONG SAID CENTERLINE TO THE BEGINNING OF A CENTERLINE CURVE TANGENT TO SAID CENTERLINE; THENCE NORTHEASTERLY AND NORTHERLY, 238.88 FEET ALONG THE CENTERLINE CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 256.95 FEET AND A CENTRAL ANGLE OF 53°15'59"; THENCE N16°50'26"W TANGENT TO SAID CENTERLINE CURVE, 305.30 FEET TO THE BEGINNING OF A CENTERLINE CURVE TANGENT TO SAID LINE; THENCE NORTHERLY, 76.26 FEET ALONG THE CENTERLINE CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 891.62 FEET AND A CENTRAL ANGLE OF 4°54'02" TO THE NORTH CORNER OF LOT 2 OF LOT 2 OF LOT 1 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE N00°12'16"E, 134.51 FEET TO THE SOUTH CORNER OF A PARCEL OF LAND DESCRIBED AS LOT 1 OF LOT 2 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE N46°17'35"W, 602.09 FEET ALONG THE SOUTHWEST LINE OF SAID LOT 1 OF LOT 2; THENCE N27°50'27"W, 36.68 FEET ALONG THE SOUTHWEST LINE OF SAID LOT 1 OF LOT 2 TO THE WEST CORNER OF SAID LOT 1 OF LOT 2; THENCE S88°37'42"E, 362.90 FEET ALONG THE NORTH LINE OF SAID LOT 1 OF LOT 2 TO THE SOUTHEAST CORNER OF LOT 1 OF LOT 15 IN MOUND VIEW, DUBUQUE COUNTY, IOWA; THENCE S88°12'26"E, 535.51 FEET ALONG THE NORTH LINE OF LOT 1 OF LOT 1 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE S87°04'45"E, 153.62 FEET ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF LOT 1 IN MOUND VIEW, DUBUQUE COUNTY, IOWA; THENCE S88°10'24"E, 622.51 FEET TO THE NORTHEAST CORNER OF LOT 1 OF LOT 1 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE N00°51'01"E, 82.41 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE N89°56'13"E, 1319.17 FEET TO THE POINT OF BEGINNING, CONTAINING 76.040 ACRES, WHICH INCLUDES 0.886 ACRES OF EXISTING PUBLIC ROAD RIGHT OF WAY.

TOTAL AREA
76.040 ACRES TOTAL
0.886 ACRES ROAD
75.154 ACRES NET

PLAT OF SURVEY:
SEE SHEET 2



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

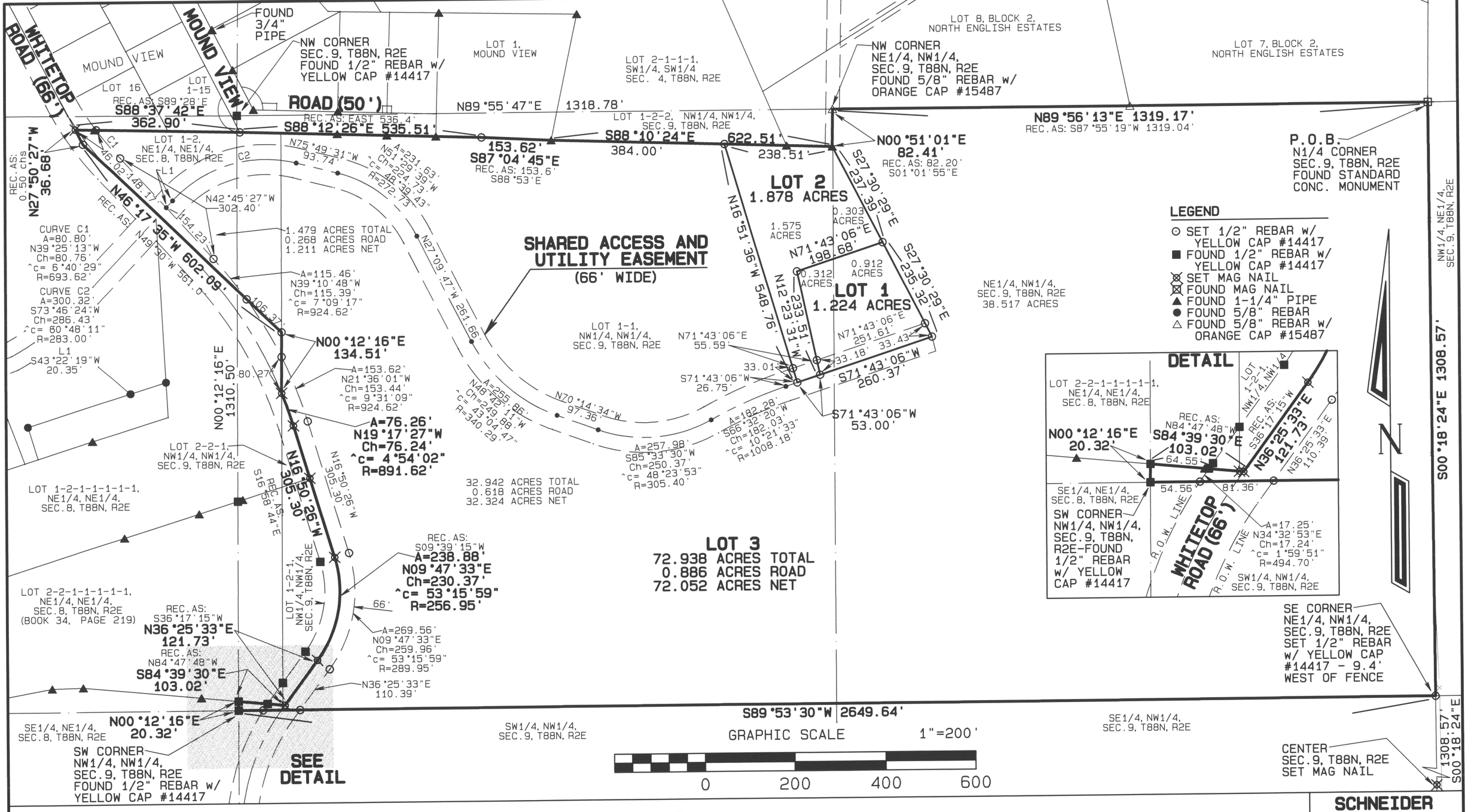
6/30/2026

David P. Schneider P.L.S. P14417 Date:
My license renewal date is December 31, 2027.

Pages or sheets covered by this seal: SHEETS 1 & 2

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 3067
Survey Date: 6/20/2026
Sheet: 1 of 8



FINAL PLAT

SWISS VALLEY ESTATES, DUBUQUE COUNTY, IOWA

LOT 1 OF LOT 2 OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, LOT 1 OF LOT 1 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5th P.M., DUBUQUE COUNTY, IOWA

SCHNEIDER
Land Surveying & Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 3067
Survey Date: 6/20/2026
Sheet: 2 of 8

OWNER'S CONSENT

_____, Iowa _____, 2026

The foregoing plat of **Swiss Valley Estates, Dubuque County, Iowa,** is made with the free consent and in accordance with the desires of the undersigned owner and proprietor of said real estate.

_____
Francis M. Pothoff

_____
Jayne L. Pothoff

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared Francis M. Pothoff and Jayne L. Pothoff to me personally known, who being by me duly affirmed did say that they said Francis M. Pothoff and Jayne L. Pothoff acknowledged the execution of said instrument to be their voluntary act and deed voluntarily executed.

_____
Notary Public in the State of Iowa
My Commission Expires_____

MORTGAGE HOLDER'S ACKNOWLEDGMENT

The undersigned for _____ of _____, State of Iowa do hereby certify that the attached plat of **Swiss Valley Estates, Dubuque County, Iowa,** is made with our free consent and in accordance with our desire as lien holder and mortgagee of the premises described herein.

Bank_____ City_____

President_____ V.P._____

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the _____, and _____ respectively, of the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

_____
Notary Public in the State of Iowa
My Commission Expires_____

OWNER'S CONSENT

_____, Iowa _____, 2026

The foregoing plat of **Swiss Valley Estates, Dubuque County, Iowa,** is made with the free consent and in accordance with the desires of the undersigned owner and proprietor of said real estate.

_____
Alvin J. Pothoff

_____
Kathryn E. Pothoff

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared Alvin J. Pothoff and Kathryn E. Pothoff to me personally known, who being by me duly affirmed did say that they said Alvin J. Pothoff and Kathryn E. Pothoff acknowledged the execution of said instrument to be their voluntary act and deed voluntarily executed.

_____
Notary Public in the State of Iowa
My Commission Expires_____

MORTGAGE HOLDER'S ACKNOWLEDGMENT

The undersigned for _____ of _____, State of Iowa do hereby certify that the attached plat of **Swiss Valley Estates, Dubuque County, Iowa,** is made with our free consent and in accordance with our desire as lien holder and mortgagee of the premises described herein.

Bank_____ City_____

President_____ V.P._____

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the _____, and _____ respectively, of the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

_____
Notary Public in the State of Iowa
My Commission Expires_____

ATTORNEY'S OPINION

I, _____, a practicing attorney at law in (city)_____, Dubuque County, Iowa have examined the abstract of title to the land included within **Swiss Valley Estates, Dubuque County, Iowa,** said abstract has been prepared in its entirety by the _____Abstract and Title Company, and was last certified to by said company on the _____ day of _____, 2026, at the hour of _____ o'clock _M.
My examination of said abstract shows good and merchantable title on the date and hour of certification to be in Francis M. Pothoff and Jayne L. Pothoff , and Alvin J. Pothoff and Kathryn E. Pothoff, Dated at _____, Iowa in said County, this_____ day of _____, 2026.

_____
Signature Attorney at Law

Name (printed)_____

Address_____

_____

Phone number_____

DUBUQUE COUNTY TREASURER

Dubuque, Iowa _____, 2026

I, the undersigned, _____, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes and special assessments levied against **Swiss Valley Estates, Dubuque County, Iowa,** have been paid and said real estate is free and clear of all taxes as of this date.

_____
County Treasurer of Dubuque County, Iowa

COUNTY ASSESSOR

Dubuque, Iowa

The forgoing plat was reviewed in the office of the Dubuque County Assessor this _____day of _____, 2026.

_____
County Assessor of Dubuque County, Iowa

COUNTY ENGINEER

Dubuque, Iowa _____, 2026

I, _____, the Dubuque County Engineer, have received and examined the foregoing plat of **Swiss Valley Estates, Dubuque County, Iowa,** for compliance with the Dubuque County Engineering regulations and have found said plat to be acceptable.

_____
County Engineer of Dubuque County, Iowa

DUBUQUE COUNTY BOARD OF HEALTH

Dubuque, Iowa _____, 2026

The forgoing plat of **Swiss Valley Estates, Dubuque County, Iowa,** is hereby approved by the Dubuque County Board of Health and approval of said plat by the Dubuque County Board of Supervisors is hereby recommended.

_____
Dubuque County Board of Health

COUNTY PLATS OFFICER

Dubuque, Iowa _____, 2026

I, _____, the Dubuque County Plats Officer, have received and examined the foregoing plat of **Swiss Valley Estates, Dubuque County, Iowa,** for compliance with the Dubuque County Platting and Subdivision regulations and have found said plat to be acceptable.

_____
County Plats Officer of Dubuque County, Iowa

CITY OF DUBUQUE ZONING ADVISORY COMMISSION

Dubuque, Iowa _____, 2026

The foregoing plat of the **Swiss Valley Estates, Dubuque County, Iowa,** being within the two mile jurisdiction of the corporate limits of the City of Dubuque is hereby approved by the City of Dubuque Zoning Advisory Commission and approval of said plat by the City Council of the City of Dubuque, Dubuque County, Iowa is here by recommended.

City of Dubuque Zoning Advisory Commission

_____
Chairperson

CITY COUNCIL APPROVING PLAT

Dubuque, Iowa _____, 2026

The undersigned, Brad M. Cavanagh, Mayor and Adrienne N. Breitfelder, Clerk of the City of Dubuque, Dubuque County, Iowa do hereby certify that the foregoing plat of **Swiss Valley Estates, Dubuque County, Iowa,** as appears heretofore has been filed in the Office of the City Clerk of Dubuque, Iowa, and that by Resolution No._____ the Dubuque City Council approved said plat.

_____
Brad M. Cavanagh – Mayor

_____
Adrienne N. Breitfelder- City Clerk

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dubuque, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the City of Dubuque, Iowa, and that said instrument was signed and sealed on behalf of the said City of Dubuque, Iowa, by authority of the City Council of said city, and the said Brad M. Cavanagh and Adrienne N. Breitfelder acknowledged the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa
My Commission Expires_____

DUBUQUE COUNTY PLANNING AND ZONING

Dubuque, Iowa _____, 2026

The forgoing plat of **Swiss Valley Estates, Dubuque County, Iowa,** is hereby approved by the Dubuque County Planning and Zoning Commission and approval of said plat by the County Board of Supervisors is hereby recommended.

_____
Dubuque County Planning & Zoning Commission
Chairperson

DUBUQUE COUNTY BOARD OF SUPERVISORS

Dubuque, Iowa _____, 2026

The Dubuque County Board of Supervisors of the County of Dubuque, Iowa, do hereby certify that the foregoing plat of **Swiss Valley Estates, Dubuque County, Iowa,** has been filed in the office of the County Board of Supervisors and that by Resolution No. _____ the Dubuque County Board of Supervisors have reviewed and approved said plat.

_____
Chairperson

Attest_____
Dubuque County Auditor

COUNTY AUDITOR

Dubuque, Iowa

The forgoing plat was entered of record in the office of the Dubuque County Auditor this _____day of _____, 2026. We approve of the subdivision name or title to be recorded.

_____
County Auditor of Dubuque County, Iowa

COUNTY RECORDER

Dubuque, Iowa

The forgoing plat has been received by the Dubuque County Recorder this _____ day of _____, 2026.

_____
County Recorder of Dubuque County, Iowa

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Zoning Advisory Commission

FROM: Travis Schrobilgen, Assistant Planner

DATE: July 29, 2026

SUBJECT: Final Plat of Swiss Valley Estates – 10956 Whitetop Road

INTRODUCTION

The Final Plat of Swiss Valley Estates is located southeast of the Whitetop Road and North Cascade Road intersection. The property is currently made up of three parcels including a full 40-acre lot and the balance of two others. The proposed subdivision is in Dubuque County and within the 2-mile extraterritorial jurisdiction of the city. The property is currently occupied by row crops and timber with a farmstead at the center.

Pursuant to the Unified Development Code (UDC), the proposed subdivision is classified as a Minor Subdivision[1] and requires a waiver of bulk regulations. All minor subdivisions are reviewed by the Zoning Advisory Commission and City Council for approval.

DISCUSSION

The Final Plat of Swiss Valley Estates would create two 1-2-acre lots and consolidate the remainder into a third lot. The following is a description of the proposed lots:

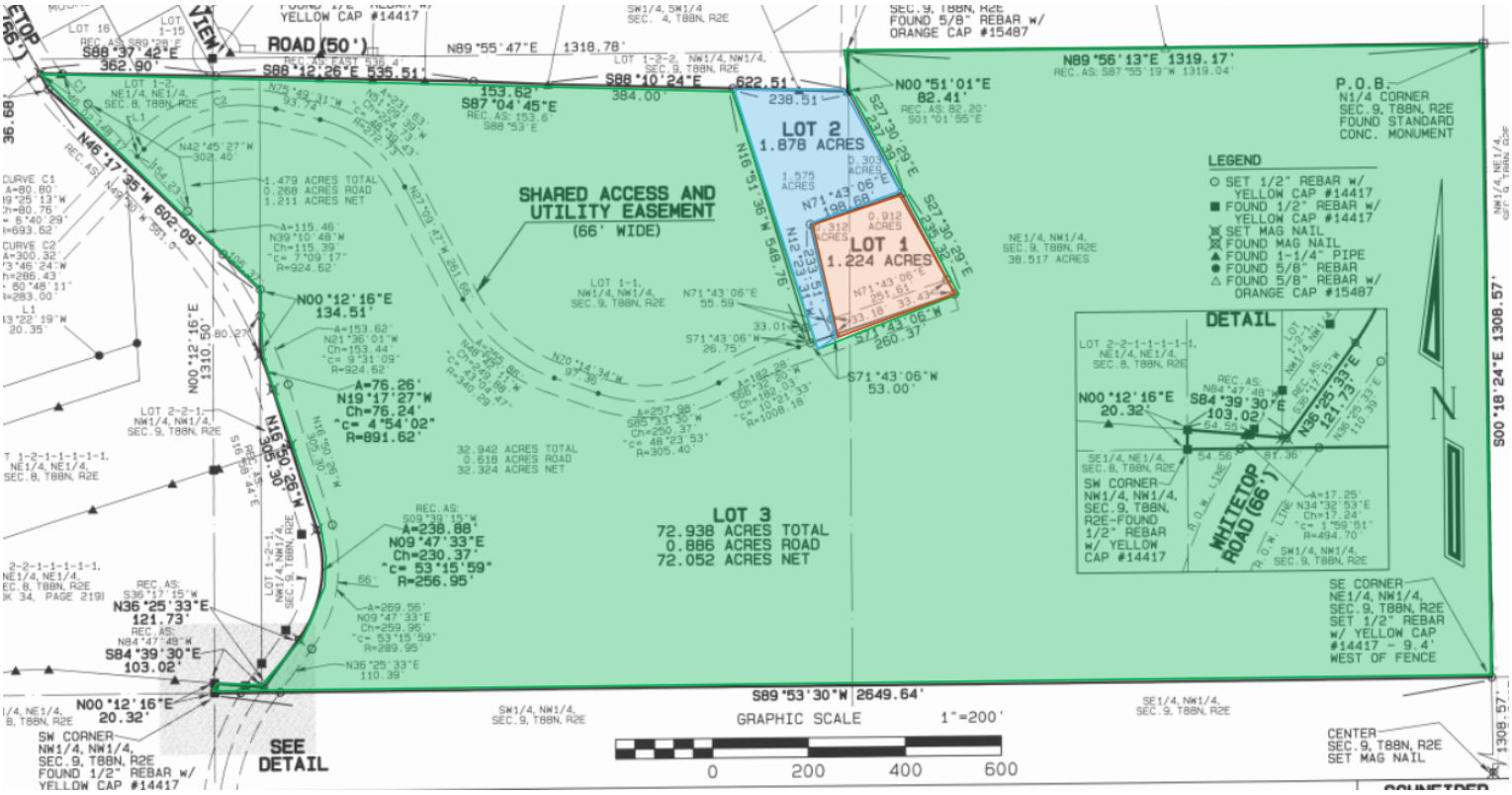
- Lot 1 is a 1.224-acre lot and will have access via a shared access and utility easement along the existing gravel lane. The lot does not have frontage on a public or private street but is otherwise in compliance with the UDC.
- Lot 2 is a 1.878-acre lot and will have access via a shared access and utility easement along the existing gravel lane. The lot does not have frontage on a public or private street but is otherwise in compliance with the UDC.
- Lot 3 is the consolidated balance of the three lots and would total 72.938 acres. The lot is in substantial conformance with the UDC.

Lots 1 and 2 would both have access and utilities via a 66’ wide easement, however neither lot has frontage on a platted public or private street, and they therefore require a waiver of the minimum street frontage requirement. The proposed plat is otherwise in substantial conformance with the UDC.

The Zoning Advisory Commission shall review the plat to determine whether the plat is in substantial conformance with the Unified Development Code.

---

[1] UDC Chapter 16-11-6 defines a Minor Subdivision as “Any subdivision or consolidation of property in which no new streets, public or private, are proposed and which does not require the construction of any public improvements, and which creates three (3) or more lots.”



RECOMMENDATION

Planning staff requests that the Zoning Advisory Commission review the Final Plat of Swiss Valley Estates and recommends approval of the subdivision plat subject to waiving minimum street frontage for Lots 1 and 2.

Attachments

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St (563) 589-4210
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 West 13th St (563) 589-4121

RESOLUTION NO. - 26

A RESOLUTION AUTHORIZING APPROVAL OF THE FINAL PLAT OF SWISS VALLEY ESTATES, DUBUQUE COUNTY, IOWA

Whereas, there has been filed with the City Clerk a Final Plat of Swiss Valley Estates, Dubuque County, Iowa that is within the City's 2-mile extraterritorial jurisdiction; 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 applicable statutes and ordinances relating thereto.

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

Section 1. That Section 11-14(B) of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived regarding required lot frontage for Lot 1 and Lot 2 of Swiss Valley Estates.

Section 3. That the Final Plat of Swiss Valley 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.

Passed, approved and adopted this day of August, 2026.

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

Copyrighted
August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 8.

ITEM TITLE:	Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2027 – Period 1
SUMMARY:	City Manager recommending City Council approval of the suggested proceedings approving a transfer of funds for capital projects and other expense reimbursements. **RESOLUTION** Authorizing The Chief Financial Officer To Make The Appropriate Interfund Transfers Of Sums And Record The Same In The Appropriate Manner For The FY 2027 For The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo FY27 Period 1 Transfer
2. FY27 Budgeted Transfer Period 1 Staff Memo
3. FY27 Period 1 Transfer Resolution

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2027 – Period 1

DATE: August 13, 2026

Chief Financial Officer Jennifer Larson recommends City Council approval of the suggested proceedings approving a transfer of funds for capital projects and other expense reimbursements. Iowa Administrative Rules Code 545-2.5(5), which implements Iowa Code Section 384.18, was amended to require that all transfers of moneys from one budgeted fund to another budgeted fund must be approved by a resolution beginning April 13, 2019.

In Fiscal Year 2027 Period 1, $ 950,877.50 in capital projects and other obligations were budgeted and it is recommended to transfer from the funds that were budgeted to pay the expenses.

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

Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager
Laura Bendorf, Budget Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

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

SUBJECT: Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2027 – Period 1

DATE: August 13, 2026

INTRODUCTION
The purpose of this memorandum is to recommend approval of the fund transfers for Fiscal Year 2027 resolution.

BACKGROUND
Iowa Administrative Rules Code 545-2.5(5), which implements Iowa Code Section 384.18, was amended to require that all transfers of moneys from one budgeted fund to another budgeted fund must be approved by a resolution beginning April 13, 2019. The transfer resolution must include the following items:

1. Statement of where the money is coming from and going to.
2. The exact amount of money being transferred.
3. A clearly stated reason why the transfer is being made.

These resolution items will also need to be included as part of the budget adoption resolution passed each March if transfers are shown in the adopted budget. For utility surplus transfers, as defined in Administrative Rules Code 545-2.5(5), a clear calculation proving the existence of the proposed surplus in the utility must also be included in the transfer resolution.

DISCUSSION
Capital projects and other obligations have transfers budgeted from other funds. Throughout the fiscal year, funds are transferred to reimburse these obligations. The total transfer budgeted from the various funds to reimburse these obligations in Period 1 is 950,877.50
.

RECOMMENDATION
I respectfully recommend the adoption of the enclosed resolution approving the transfer of funds for capital projects and other obligations.

BD
JML

RESOLUTION NO. -27

A RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE THE APPROPRIATE INTERFUND TRANSFERS OF SUMS AND RECORD THE SAME IN THE APPROPRIATE MANNER FOR THE FY 2027 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 2027.

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 Sanitary Sewer Operating Fund to General Fund $198.315.66 for recharge of administrative overhead.
2. Transfer from Stormwater Operating Fund to General Fund $198.315.67 for recharge of administrative overhead.
3. Transfer from Parking Operating Fund to General Fund $33,187.75 for recharge of administrative overhead.
4. Transfer from Water Operating Fund to General Fund $198,315.67 for recharge of administrative overhead.
5. Transfer from Refuse Operating Fund to General Fund $172,623.08 for recharge of administrative overhead.
6. Transfer from Landfill Operating Fund to General Fund $63,616.50 for recharge of administrative overhead.
7. Transfer from General Fund to General Fund $76,876.25 for Information Technology recharges.
8. Transfer from Community Development Fund to General Fund $870.00 for Information Technology recharges.
9. Transfer from Housing Choice Vouchers Fund to General Fund $913.42 for Information Technology recharges.

10. Transfer from Cable TV Fund to General Fund $469.83 for Information Technology recharges.
11. Transfer from Water Operating Fund to General Fund $2,013.50 for Information Technology recharges.
12. Transfer from Sanitary Sewer Fund to General Fund $1,208.17 for Information Technology recharges.
13. Transfer from Parking Operating Fund to General Fund $537.00 for Information Technology recharges.
14. Transfer from Transit Operating Fund to General Fund $1,812.17 for Information Technology recharges.
15. Transfer from Garage Service Fund to General Fund $870.00 for Information Technology recharges.

Passed, approved and adopted this 17th day of August 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 9.

ITEM TITLE:	Adoption of Supplement Number 2026 S-20 to the City of Dubuque Code of Ordinances
SUMMARY:	City Clerk recommending approval of the resolution adopting Supplement No. 2026 S-20 as part of the Code of Ordinances of the City of Dubuque. **RESOLUTION** Adopting Supplement No. 2026 S-20 To The Code of Ordinances Of The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Staff Memo
2. Resolution
3. Supplement No. 2026 S-20

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Mayor Brad M. Cavanagh and City Council Members

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Adoption of Supplement Number 2026 S-20 to the City of Dubuque Code of Ordinances

DATE: August 11, 2026

The attached resolution provides for the adoption of Supplement Number S-20 of July 2026 to the City of Dubuque Code of Ordinances, which codifies ordinances up to and including Ordinance No. 11-26 as adopted by the City Council through March 16, 2026.

Section 380.8(1) of the Iowa Code outlines cities code of ordinance requirements:

380.8(1) Code of ordinances published

1. *a*. A city shall compile a code of ordinances containing all the city ordinance in effect, except grade ordinances, bond ordinances, zoning map ordinances, ordinances vacating streets and alleys, and ordinances containing legal descriptions of urban revitalization areas and urban renewal areas.

b. A city may maintain a code of ordinances either by compiling at least annually a supplement to the code of ordinances consisting of all new ordinances and amendments to ordinances which became effective during the previous year and adopting the supplement by resolution or by adding at least annually new ordinances and amendments to ordinances to the code of ordinances itself.

c. A city which does not maintain the city code of ordinances as provided in paragraph “b” shall compile a code of ordinances at least once every five years.

….

Since August 17, 2009, the city has compiled supplements to the City of Dubuque Code of Ordinances consisting of all new ordinances and amendments to ordinances. Supplements are prepared on a quarterly basis by American Legal Publishing of Cincinnati, Ohio.

I respectfully request City Council approval of the resolution adopting Supplement No. 2026 S-20 as part of the Code of Ordinances of the City of Dubuque.

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

RESOLUTION NO. -26

ADOPTING SUPPLEMENT NO. 2026 S-20 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 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. 2026 S-20 to the City of Dubuque Code of Ordinances, which codifies ordinances up to and including Ordinance No. 11-26 as adopted by the City Council through March 16, 2026, is hereby adopted, and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved, and adopted this 17th day of August 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

DUBUQUE, IOWA
Instruction Sheet
July 2026 - S-20 Supplement

REMOVE OLD PAGES	INSERT NEW PAGES
	VOLUME I
Cover Page	Cover Page
Preface	Preface
9-7-321.276A C. through 9-7-321.285 (Thirty-Five - (Carter Road)) (6 pages)	9-7-321.276A C. through 9-7-321.285 (Thirty-Five mph - (Carter Road)) (6 pages)
	VOLUME II
Cover Page	Cover Page
14-2-3 C.3. (...vided, that a) through 14-2-6 B.5. (2 pages)	14-2-3 C.3. (...vided, that a) through 14-2-6 B.5. (2 pages)

aps
7/2026

CITY CODE

of

DUBUQUE

IOWA

Code current through:
Ord. 11-26, passed 3-16-2026

Published by:

AMERICAN LEGAL PUBLISHING
525 Vine Street ✧ Suite 310 ✧ Cincinnati, Ohio 45202
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PREFACE

This code of the City of Dubuque, as supplemented, contains ordinances up to and including ordinance 11-26, passed March 16, 2026. Ordinances of the City adopted after said ordinance supersede the provisions of this code to the extent that they are in conflict or inconsistent therewith. Consult the City office in order to ascertain whether any particular provision of the code has been amended, superseded or repealed.

American Legal
Publishing
Cincinnati, Ohio

July 2026

C. No licensure or registration of the electric personal assistive mobility device is required.

D. No proof of financial responsibility is required.

E. A person shall operate an electric personal assistive mobility device in a safe and nonhazardous manner so as not to endanger himself or herself or any other person or property.

F. There shall be no prohibition against any person riding an electric personal assistive mobility device upon a sidewalk or bicycle path within the city, so long as the rider does not create a hazard; provided, that no person shall operate an electric personal assistance mobility device upon a sidewalk within the city on those sidewalks expressly designated by the city manager as prohibited and appropriate signs to such effect are posted.

G. Any person riding an electric personal assistive mobility device upon a sidewalk shall yield the right of way to pedestrians, and shall travel at a speed no greater than is safe for the conditions then existing on the sidewalk.

H. A person propelling an electric personal assistive mobility device upon and along a sidewalk or while crossing a roadway in a crosswalk shall have all the rights and duties applicable to a pedestrian under the same circumstances, except that the electric personal assistive mobility device operator must yield to pedestrians on the sidewalk or crosswalk.

I. The operator of an electric personal assistive mobility device emerging from, or entering an alley, driveway, or building shall, upon approaching a sidewalk, or the sidewalk area extending across any alleyway, yield the right of way to all pedestrians approaching on said sidewalk, and upon entering the roadway in a crosswalk shall yield the right of way to all vehicles approaching on said roadway.

J. Electric personal assistive mobility devices shall not be used on roadways, except when using a crosswalk or on side streets where there is not a sidewalk adjacent to the street.

K. A person shall not operate an electric personal assistive mobility device at the times specified in section 9-12-321.384 of this title, unless the person or the electric personal assistive mobility device is equipped with a headlight visible from the front of the electric personal assistive mobility device and at least one red reflector visible from the rear of the electric personal assistive mobility device.

L. The provisions of this section shall not apply to use of a wheelchair or other similar conveyance when used for transportation by any temporarily or permanently disabled person.

vehicle speed contest or speed exhibition on any street or highway of this state, except that a passenger shall not be considered as aiding or abetting. "Motor vehicle speed contest" or "exhibition of speed" is defined as one or more persons competing in speed in excess of the applicable speed limit in vehicles on the public streets or highways. (Ord. 44-08, 6-16-2008)

9-7-321.279 - 9-7-321.283: **RESERVED:**

(Ord. 44-08, 6-16-2008)

9-7-321.284: **OPEN CONTAINERS IN MOTOR VEHICLES; DRIVERS:**

A driver of a motor vehicle upon a public street or highway shall not possess in the passenger area of the motor vehicle an open or unsealed bottle, can, jar, or other receptacle containing an alcoholic beverage or a beverage containing any amount of tetrahydrocannabinol. "Passenger area" means the area designed to seat the driver and passengers while the motor vehicle is in operation and any area that is readily accessible to the driver or a passenger while in their seating positions, including the glove compartment. An open or unsealed receptacle containing an alcoholic beverage or an otherwise lawful beverage containing tetrahydrocannabinol may be transported in the trunk of the motor vehicle. An unsealed receptacle containing alcoholic beverage or an otherwise lawful beverage containing tetrahydrocannabinol may be transported behind the last upright seat of the motor vehicle if the motor vehicle does not have a trunk. A person convicted of a violation of this section is guilty of a simple misdemeanor punishable as a scheduled violation under Iowa Code section 805.8A. (Ord. 23-09, 4-20-2009; amd. Ord. 8-26, 2-16-2026)

9-7-321.284A: **OPEN CONTAINERS IN MOTOR VEHICLES; PASSENGERS:**

A. A passenger in a motor vehicle upon a public street or highway shall not possess in the passenger area of the motor vehicle an open or unsealed bottle, can, jar, or other receptacle containing an alcoholic beverage or a beverage containing any amount of tetrahydrocannabinol. "Passenger area" means the area of a motor vehicle designed to seat the driver and passengers while the motor vehicle is in operation and any area that is readily accessible to the driver or a passenger while in their seating positions, including the glove compartment. An open or unsealed receptacle containing an alcoholic beverage or an otherwise lawful beverage containing tetrahydrocannabinol may be transported in the trunk of the motor vehicle. An unsealed receptacle

Fifteen (15) miles per hour:

Streets and roadways in all city parks.

Twenty five (25) miles per hour:

Admiral Sheehy Drive, U.S. Highway 61/151 to its terminus.

Airport Road, from a point two thousand three hundred feet (2,300') west of U.S. Highway 61 to its westerly terminus.

Bryant Street, from Grandview Avenue to the centerline of U.S. Highway 20.

Carter Road, from John F. Kennedy Road to Kane Street.

Central Avenue, 32nd Street to its southerly terminus.

Fremont Avenue, from Simpson Street to U.S. Highway 20.

Greyhound Park Drive, U.S. Highway 61/151 to its terminus.

Hill Street, from 9th Street to the centerline of U.S. Highway 20.

Kerper Boulevard, Pine Street to 11th Street.

Pennsylvania Avenue, from University Avenue to Hickson Street.

Ramp connector, eastbound from Fremont Avenue to Grandview Avenue.

Ramp connector, westbound from Grandview Avenue to Lombard Street.

White Street, 4th Street to 12th Street.

Thirty (30) miles per hour:

Asbury Road, University Avenue to a point five hundred feet (500') west of St. John Drive.

Cedar Cross Road, U.S. Highway 20 to a point eight hundred feet (800') east of Ace Avenue.

Central Avenue, 32nd Street to Ruby Street.

Chavenelle Road, from Associates Drive to its westerly terminus.

CITY CODE

of

DUBUQUE

IOWA

Code current through:
Ord. 11-26, passed 3-16-2026

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vided, that a fee is paid for each renewal in the same amount as the original demolition permit fee.

4. Every permit for the use of streets or public property shall expire on the last day for which the permit was issued, as described on said permit, and shall be renewed upon the payment of an additional fee to the Building Department, as established by the City Manager. Failure to renew the permit for the use of streets or public property shall be considered as due cause for the City Manager to order all barricades or fences removed and the public property returned to public availability and use.

D. Suspension Or Revocation: The City Manager may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in error, on the basis of incorrect information supplied, failure to comply with permit conditions, or in violation of any ordinance. (Ord. 21-10, 3-15-2010)

E. Conditions Of Permit: The permit shall outline the conditions under which the permit was issued and may include, but is not limited to:

1. Storage requirements; permit issuance through day one hundred seventy nine (179): Storage of construction materials must comply with all City ordinances.

2. Storage requirements; day one hundred eighty (180) and beyond: The permit will contain requirements for the storage of construction materials and maintenance of the site. The conditions will continue upon a renewal/extension of a building permit until such time as the project is complete. The City Manager may require additional storage and maintenance requirements upon the issuance of a renewal and/or extension of a building permit. (Ord. 61-12, 11-19-2012)

14-2-4: MORATORIUM FOR CONSTRUCTION OR OTHER WORK ON CERTAIN STREETS, AREAS OR FACILITIES:

A. East-West Corridor Study Area: The City Manager may not issue any permit for any new construction or substantial enlargement, alteration, repair or remodeling of any structure, building, or sign in the east-west corridor study area as shown on the map on file in the Office of the City Clerk, but not to include demolition or emergency repairs without the approval of the City Council, from the effective date hereof to August 1, 2025, except where a vested right to the issuance of such permit accrued prior to the effective date hereof.

B. Off-premises sign Study Area: The city manager may not issue any permit for any new off-premises sign in the corporate limits of the city of Dubuque from the effective date hereof to July 1, 2026, except where a vested right to the

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August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 10.

ITEM TITLE:	Resolution Approving 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project Award
SUMMARY:	City Manager recommending City Council award the construction contract for the 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project through the adoption of the attached resolution to Top Grade Excavating in the amount of $5,584.80 which is 4.875% above the City's estimate. **RESOLUTION** Awarding Public Improvement Contract For The Dodds And Sinclair Terminal Contaminated Soil Removal Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Resolution Approving 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project Award
2. Staff Memo 2026 Dodds and Sinclar Terminal Contaminated Soil Removal Award
3. Resolution Approving 2026 Dodds Sinclar Terminal Contaminated Soil Removal_08112026bal

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project Award

DATE: August 12, 2026

City Engineer Gus Psihoyos is recommending City Council award the construction contract for the 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project through the adoption of the attached resolution to Top Grade Excavating in the amount of $5,584.80 which is 4.875% above the City's estimate.

The 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project (the Project) will facilitate the removal of contaminated soil from parcels 1130304001 and 1130306003, commonly referred to as the Dodd's and Sinclair sites. This targeted remediation is essential for preparing these parcels for future redevelopment and ensuring compliance with environmental standards.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Resolution Approving 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project Award

DATE: August 10, 2026

INTRODUCTION
The attached resolution authorizes the award of the public improvement construction contract for the 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project.

BACKGROUND
The City was awarded an $800,000 EPA Brownfield Multipurpose Grant, with the project period commencing on October 1, 2019. Grant funds have supported environmental assessment activities at the former Bowling & Beyond Site (intersection of Hawthorne St. and Kerper Blvd.), as well as the assessment and remediation of portions of the South Port and Comiskey Park. These efforts have advanced the City's objectives for revitalizing underutilized properties and protecting public health.

DISCUSSION
The remaining areas identified for cleanup are located within the South Port. The 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project (the Project) will facilitate the removal of contaminated soil from parcels 1130304001 and 1130306003, commonly referred to as the Dodd's and Sinclair sites. This targeted remediation is essential for preparing these parcels for future redevelopment and ensuring compliance with environmental standards.

BID RESULTS
Given the anticipated scope and scale of the soil removal and disposal, City procurement requirements permitted – and the EPA approved – solicitation of informal bids. The request for informal bids was released on July 21, 2026.

Informal bids for the Project were received on July 30, 2026. Top Grade Excavating of Farley, IA, submitted the sole bid in the amount of $5,584.80, which is $272.30 above the City's estimate.

RECOMMENDATION
I recommend awarding the contract for the Project to Top Grade Excavating in the amount of $5,584.80. This recommendation is based on the bid's compliance with City and EPA requirements, as well as its pricing being aligned with the City's estimate.

ACTION TO BE TAKEN

The City Council is requested to award the construction contract for the 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project through the adoption of the attached resolution to Top Grade Excavating in the amount of $5,584.80.

Prepared by Jill Connors, Economic Development Director, 1300 Main St. Dubuque, IA 52001 (563)589-4213
Return to Adrienne N. Breitfelder City Clerk City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4100

RESOLUTION NO. __ -26

AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE DODDS AND SINCLAIR TERMINAL CONTAMINATED SOIL REMOVAL PROJECT

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 Dodds and Sinclair Terminal Contaminated Soil Removal Project, (the Project) and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 21st day of July, 2026.

Whereas, said sealed proposals were opened and read on the 30th day of July 2026 and it has been determined that Top Grade Excavating of Farley, IA submitted a bid in the amount of $5,584.80, and is the sole 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 Top Grade 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, adopted, and approved this 17th day of August, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, CMC City Clerk

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August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 11.

ITEM TITLE: Signed Contracts

SUMMARY: Bauer Built for Tire Changes/Repairs for Transportation Services buses/vehicles; Dubuque County for enforcement of delinquent parking tickets; Dubuque Forward, LLC for Design and Installation of Lighting on Historic Town Clock; Environmental Systems Research Institute, Inc. for Small Government and Local Utility EA Esri Advantage Program; FIRE RECOVERY USA, LLC for billing services; Graymont Western Lime for the City of Dubuque Water High Calcium Quicklime Bid Documents 2026; Green Valley Landscaping for City Detention Basin Maintenance; Hills and Dales for FY 2027 Special Services Grant Program Agreement; Holy Family Catholic Schools for Temporary Parking License Agreement; KorTerra, Inc. for software-as-a-service; Municipal Well & Pump for Well No. 7 Rehabilitation – Phase 3 Project; Top Grade Excavating, Inc. for the Dodds and Sinclair Terminal Contaminated Soil Removal Project at South Terminal Street.

SUGGUESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. 26_07_28 Request for Signature Fire Cost Recovery Contract
2. 26_07_29 Small Government Esri Advantage Program Renewal
3. 26_07_31 City Detention Basin Maintenance Contract with Green Val
4. 2026-07-27 City of Dubuque KorTerra Services Agreement - Printed - signed
5. Dubuque County
6. 26_08_05 Request for Signature Well No 7 Rehab Contract Approved
7. 26_08_05 Eagle Point Water Treatment Plant Award of Bid High Calc
8. 26_08_07 Memo MVM Holy Family Schools Parking License Agreement 20
9. 26_08_07 Short Form Vendor Contract Bauer Built
10. 26_08_10 Dodds and Sinclair Terminal Contaminated Soil Removal Pr
11. 26_08_10 Memo MVM FY27 Hills and Dales
12. 26_08_10 Memo MVM Town Clock Lighting Partnership Maintenance Agr

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of _____, _____ ("Effective Date"), by and between **FIRE RECOVERY USA, LLC,** a California limited liability company ("Company"), and **Dubuque Fire Department**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

R E C I T A L S

WHEREAS, Company engages in the business of performing billing services for United States fire departments in connection with the provision of emergency services regarding motor vehicle incidents and other emergency incidents;

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1
ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the billing services described in Article 4 herein and in Scheule 1, attached hereto; collectively, the "Company Services"), and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail, and means of performing the services detailed below.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, governs, or contracts with an organized fire department established pursuant to the laws and ordinances of the state and locality in which Client is located.

ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will

not become an employee, partner, agent, or principal of Client while this Agreement is ineffect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

(a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, as directed by Client, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and

(b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be reasonably required to accomplish the tasks described herein and to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and

contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5
COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6
OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially ensuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services, for that particular run, minus any additional fees from the collection agency.

ARTICLE 7
CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

(a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and

(b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

(a) Bankruptcy or insolvency of either party;

(b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

(a) Company's failure to complete the services specified as the Company Services;

(b) Client's material breach of any representation, warranty, or agreement contained in this Agreement;

(c) Company's material breach of any representation, warranty, or agreement contained in this Agreement;

(d) If the Client's fire department does not maintain a minimum of six (6) billable runs per year, the Client will be subject to a minimum account service fee of $250 annually or termination of the account, at either party's option.

ARTICLE 9
PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

9.3 Artificial Intelligence: The Company hereby provides explicit disclosure that it incorporates Artificial Intelligence (AI) within its proprietary software to enhance and perform various aspects of the "Company Services" as defined and provided under this Agreement. This integration is made for purposes of transparency and includes AI functionalities for data processing and information extraction, such as reading and parsing incident narratives, department ordinances, and fee schedules to obtain billing information or highlight billable actions. Furthermore, AI is utilized to support invoice generation, address cleanup, and validation for data management, customer assistance and product support, and document creation. AI also assists in communication by processing phone conversations and aiding in customer correspondence via email or the Company's ticketing system and contributes to reporting and analytics. Internally, AI is employed for aspects of software development, including code creation, quality control, and product testing. The Company explicitly states its commitment to ensuring its AI practices are responsible, ethical, and subject to continuous evaluation and improvement to align with Client needs and expectations.

ARTICLE 10
INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims, and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act or omission constituting negligence of the Client.

ARTICLE 11
GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of Iowa, without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction that would cause the application of the laws of any jurisdiction other that the State of Iowa).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a Business Day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
9915 Mira Mesa Boulevard, Suite 130
San Diego, CA 92131
Attention: Chris Popov, Esq.

If to Client to:

Dubuque Fire Department
11 W 9th St.
Dubuque, IA 52001
Attention: Fire Chief

with a copy to:

Dubuque City Attorney's Office
300 Main Street, Suite 330
Dubuque, IA 52001
Attention: City Attorney

When used in this Agreement, the term “Business Day” shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement (i) sets forth the entire agreement of the parties respecting the subject matter hereof; (ii) supersedes any prior or contemporaneous understandings, agreements, or representations by or among the parties, whether written or oral, to the extent they relate in any way to the subject matter hereof; and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Disputes: 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. The parties further agree that the existence of a dispute notwithstanding, they will continue without delay to carry out all responsibilities under this Agreement which are not affected by the dispute. 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, Easten Division, and the parties hereby irrevocably consent to the jurisdiction of said courts.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar services to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

Signature: M. Craig Nagler

Name: M. Craig Nagler

Title: Manager

CLIENT:

CITY OF DUBUQUE

Signature: Michael Van Milligen

Name: Michael C. Van Milligen

Title: City Manager

Doc ID: cd8bc4ba4ab4b8a629480940501e00fcc4edf491

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents, as directed by Client. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the Client's cost recovery program in conformity with increasing operating expenses.

2. Company will provide, as a normal matter of business, entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.

3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.

4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.

5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.

6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.

7. Company agrees to make available reports to the Client via a password-protected website which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.

8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client.

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average “billing levels,” and are typical for the incident responses listed; when a claim is submitted, however, it may be itemized based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers’ compensation, insurance, and other labor costs.

Itemized Response: Client has the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary, and reasonable (UCR). These incidents will be billed and itemized per apparatus, per personnel, plus products and equipment used.

MOTOR VEHICLE INCIDENTS

Level 1 - $637.00
Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - $726.00
Includes Level 1 services as well as clean-up and material used (sorbents) for hazardous fluid clean-up and contained for disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - $886.00
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - $1,915.00
Includes heavy rescue tools, ropes, airbags, cribbing, and related tools. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - $584.00
Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

HAZMAT

Level 1 - $1,029.00
Basic Response: Includes engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.

Level 2 - $3,673.00
Intermediate Response: Includes engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up, command, Level A or B suit donning, breathing air, detection equipment, and set-up and removal of decontamination center.

Level 3 – $8,673.00
Advanced Response: Includes engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder assignment, set-up, command, Level A or B suit donning, breathing air, detection equipment, robot deployment, set-up and removal of decontamination center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on-scene time - **each additional hour @ $391.00 per HAZMAT team**.

FIRES
Assignment - $585.00 per hour, per engine / $732.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES
Assignment - $585.00 per hour, per engine / $732.00 per hour, per truck
When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor,

equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1
Basic Response: Includes engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at $600 plus $72 per hour, per rescue person.

Level 2
Intermediate Response: Includes Level 1 services as well as clean-up and material used (sorbents), minor hazardous clean-up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at $1,205 plus $72 per hour, per rescue person.

Level 3
Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at $2,984 plus $72 per hour per rescue person, plus $140 per hour per HAZMAT team member.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed $600 plus $72 per hour, per rescue person. Additional rates of $600 per hour per response vehicle and $72 per hour per rescue person.

CHIEF RESPONSE
This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)
Engine billed at $585 per hour.
Truck billed at $732 per hour.
Command at $367 per hour.

Miscellaneous equipment billed at $440 per hour.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, and other labor costs.

Quotation # Q-558799

Date: August 3, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 27963 Contract # ENTERPRISE AGREEMENT

City of Dubuque
Information Technology
50 W 13th St
Dubuque, IA 52001-4805

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/6/2026 To: 8/4/2026

ATTENTION: Nikki Rosemeyer
PHONE: 15635894174
EMAIL: nrosemeyer@cityofdubuque.org

Material	Qty	Term	Unit Price	Total
161877	1	Year 1	$65,150.00	$65,150.00

Small Government and Local Utility EA Esri Advantage Program: 50 Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Advisor hours; Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at https://www.esri.com/en-us/legal/terms/services.

Subtotal:	$65,150.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$65,150.00

This Advantage Program renewal is per the terms and conditions of AP Agreement No. 00322305.0 effective August 3, 2023.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Chris Wright	chriswright@esri.com	(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WRIGHTC **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-558799

Date: August 3, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 27963 Contract # ENTERPRISE AGREEMENT

City of Dubuque
Information Technology
50 W 13th St
Dubuque, IA 52001-4805

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/6/2026 To: 8/4/2026

ATTENTION: Nikki Rosemeyer
PHONE: 15635894174
EMAIL: nrosemeyer@cityofdubuque.org

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ **I agree to pay any applicable sales tax.**

_X_ **I am tax exempt, please contact me if exempt information is not currently on file with Esri.**

Michael Van Milligen
Signature of Authorized Representative

07/29/2026
Date

Michael C. Van Milligen
Name (Please Print)

City Manager
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Chris Wright	chriswright@esri.com	(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WRIGHTC **This offer is limited to the terms and conditions incorporated and attached herein.**

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Mike Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: July 31, 2026

RE: City Detention Basin Maintenance Contract with Green Valley Landscaping

Attached is the Short Form Public Improvement Contract between the City of Dubuque and Green Valley Landscaping of Dubuque, IA to requested maintenance related to city owned detention basins and storm water related repairs.

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.

City of Dubuque
Engineering Department
(address)
Dubuque, IA 52001
Phone # 563-589-4270

CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN $100,000.00

Check Appropriate Box
☑ Estimate under $25,000.00
☐ Estimate between $25,000.00 and $99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Green Valley Landscaping (Contractor) at
(Contractor Name)
10535 New Ridge Rd. Dubuque, IA 52001
(Contractor's Address - City and State)

PROJECT TITLE: City Detention Basin Maintenance

(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:

Per direction of city Engineering staff perform requested maintenance related to city owned detention basins and storm water related repairs.

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

On city owned properties and detention basins located in Dubuque IA per direction of Engineering staff.

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

December 30, 2026

(DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

   A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

   B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.

11. Permits and Licenses. Contractor further represents and warrants that Contractor will obtain all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the duration of the term(s) of this Contract.

12. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Contractor's obligations under this Contract, including but not limited to the laws outlined in Exhibit ___, and hereby represents and warrants that Contractor is in compliance with the same as of the Closing/Effective Date and further represents that during the Term Contractor will remain in compliance. Contractor shall require all contractors and subcontractors providing services under this Contract shall also certify compliance with this Section.

    <u>When Applicable:</u>

    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: $ 16,500.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 08/01/2026
Date

CONTRACTOR:

Green Valley Landscaping
Company Name

By: [signature] 7-30-26
Signature Date

Justin Heim
Printed Name

Owner / President
Title

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/30/2026

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
Balance Independent Group, Inc
595 Cedar Cross Rd
Dubuque IA 52003

CONTACT NAME: Randi Taylor
PHONE (A/C, No, Ext): (563) 583-3571 **FAX (A/C, No):** (563) 584-2383
E-MAIL ADDRESS: randi.taylor@balanceig.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : OWNERS INS CO	32700
INSURER B : AUTO OWNERS INS CO	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Green Valley Landscaping Llc
10535 New Ridge Rd
Dubuque IA 52001-8477

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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			39408927	02/18/2026	02/18/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5640892700	02/18/2026	02/18/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ 1,000,000 $ 1,000,000 $ 1,000,000 $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5640892701	02/18/2026	02/18/2027	EACH OCCURRENCE AGGREGATE TRIA	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		A106703474	02/18/2026	02/18/2027	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER
City of Dubuque
50 W 13th St
Dubuque IA 52001

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

AUTHORIZED REPRESENTATIVE
Randi R. Taylor

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KORTERRA SERVICES AGREEMENT

This KorTerra Services Agreement (this "**Agreement**") is made and entered into effective July 6, 2026 (the "**Effective Date**"), by and between the City of Dubuque ("**you**" and "**your**"), having its principal offices at 925 Kerper Ct, Dubuque, IA 52001 and KorTerra, Inc. ("**KorTerra**" "**we**", "**us**" and "**our**"), having its principal offices at 1851 Lake Drive West, Chanhassen, MN 55317.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

"Beta Services" means KorTerra services, features, or functionality that may be made available to you to try at your option, at no additional charge, which we have not made generally available and which are designated as beta, pre-release, preview, non-production, evaluation, or by a similar description.

"**One Call Center**" means a designated notification center that individuals and entities contact prior to commencing an excavation in or on the ground which is intended to provide registered parties having underground infrastructure of pipes, mains and lines for producing, storing, conveying, transmitting or distributing communications, electricity, power, light, heat, gas, oil, petroleum products, water, steam, sewage, and other commodities and services with advanced notification of such excavation.

"**Order Form**" means an ordering document signed by you and us that references this Agreement and specifies the Services to be provided by us to you under this Agreement.

"**Service(s)**" means the software-as-a-service offering to which you have subscribed via an Order Form, as well as its related components, platform, and any ancillary online or offline applications, products and services provided by us for your access and use of our Services.

"**Service Fee(s)**" means the fees you are to pay us for your access to and use of the Services as well as for any Professional Services provided by us to you. This may also include any ancillary fees associated with the provision of the Services.

"**Statement of Work**" means a document signed by you and us that references this Agreement and describes certain Professional Services (if any) purchased by you under this Agreement and/or pursuant to an Order Form.

"**Professional Services**" means any consulting, implementation, configuration or other services provided by us to you pursuant to a Statement of Work or an Order Form.

"**Ticket**" means (i) any transmission to the Services from a One Call Center or other third-party in relation to you or your customer; (ii) a ticket generated by you; and (iii) a ticket generated by system configuration in the Services.

"**Ticket Volume**" means the aggregate number of Tickets for a specific time frame. Ticket Volume may be used as a basis of any Service Fees charged to you.

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2. Services.

2.1 Access and Use of the Services. Subject to and conditioned upon your payment of Service Fees and compliance with all terms and conditions of this Agreement and the applicable Order Form, we grant you a non-exclusive, non-transferable (except in compliance with Section 20.3) right to access and use the Services during the term stated in the applicable Order Form solely for your internal use in accordance with the terms and conditions of this Agreement and the applicable Order Form.

2.2 Restrictions. You shall not use the Services for any purpose beyond the scope of the access granted in this Agreement and the applicable Order Form. You shall not and will not permit any third party to: (i) use the Services for any unlawful purpose or in any manner not permitted by this Agreement or the applicable Order Form; (ii) use the Services in any manner which could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services; (iii) modify or change the Services; (iv) reverse engineer, decompile, decrypt, hack, emulate, exploit, disassemble or make any attempt to discover the source code relevant to the Services; (v) circumvent or bypass any technological protection measures in or relating to the Services; or (vi) publish, copy, rent, lease, sell, license, sublicense, assign, transfer, export, import, distribute, lend, or otherwise make the Services available to any third party, including but not limited to affiliates, contractors, and vendors, without KorTerra's prior written consent in each instance, which may be conditioned upon execution of a written agreement imposing use, confidentiality, and security obligations no less protective than this Agreement; (vii) access, monitor or copy any content or information of the Services, or use any "robot", "spider", "deep link", "scraper" or other automated means, methodology, algorithm or device or any manual process on the Services for any purpose; (viii) obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services, unless we expressly authorize you to do so; (ix) remove any proprietary notices from the Services; (x) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party; or (xi) access or use the Services for purposes of competitive analysis of the Services, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage.

You shall not perform penetration or vulnerability testing ("**Penetration Tests**") of the Services. Penetration Tests include any effort to identify design, and/or functionality, issues in the infrastructure of our systems, or of the networks connected to our systems which probe for weaknesses in the network perimeters or other infrastructure elements as well as weaknesses in process or technical countermeasures relating to our systems that could be exploited by a malicious party.

You shall not cause harm to the Services or to any hardware, servers, operating software, or network components used in connection with furnishing the Services, and you shall not introduce malicious code. Malicious code includes, without limitation, any virus, malware or undocumented or hidden functionality or performance capability contained within electronic files, Your Data, or software.

You shall not utilize software designed or modified to be run, without authorization from us, on our computers or network-capable devices, that performs either: (i) the unauthorized extraction of data or information from a computer or network-capable device, or modification of system user data; (ii) the modification of the Services or user data to facilitate the avoidance of fees incurred on a computer or network-capable device by parties other than parties authorized by us.

KorTerra reserves the right to audit your use of the Services to verify compliance with this Agreement, and you agree to cooperate with such audit and address any non-compliance promptly.

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2.3 Maintenance and Support. During the term of the applicable Order Form we will provide standard maintenance and support of the Services. We may make commercially reasonable updates to the Services from time to time including improvements, corrections of substantial defects in the Services, periodic maintenance releases, and technical support regarding the use of the Services or response to errors in the Services. Technical support not involving the Services, custom programming, on-site installation and/or maintenance, training, and hardware issues are not included in the Services and if requested, will be billed at our then current rate. Our standard support hours are Monday - Friday, 7:00 A.M. - 6:00 P.M. Central Time excluding holidays. These hours are subject to change by us. Upon detection of any error in the Services by you, we may request you to provide us a listing of all output and any other data, some of which may be proprietary or contain confidential information, in order for us to reproduce operating conditions similar to those present when the error occurred. We agree to treat such information as Confidential Information pursuant to Section 6.

2.4 Availability. Subject to Section 2.6, the Services shall be accessible to you except for (i) scheduled maintenance and required repairs; and (ii) any interruption due to causes beyond our control or which are not reasonably foreseeable by us, including, but not limited to, interruption or failure of telecommunication or digital transmission links and internet slow-downs or failures or other Force Majeure events.

2.5 Backup Procedures and Emergency Tickets. We strive to keep the Services up and running, however, all online services suffer occasionally from disruptions and outages, and we are not liable for any disruption or loss you may suffer as a result. Because of the possibility of online service disruption, as a condition of obtaining the Services, you agree to establish and maintain manual business operating procedures to be used if the Services become unavailable ("**Backup Procedures**"). These Backup Procedures must permit you to operate your business without access to the Services for as long as necessary until such Services are restored. Because of the nature of the Services being provided to you, there may be events which require you to receive tickets from a One Call Center that require urgent attention ("**Emergency Tickets**"). In addition to receiving Tickets through the Services, you must arrange to be notified by every sender of Emergency Tickets via a mechanism outside of the Services.

2.6 Suspension of Services. Notwithstanding anything to the contrary in this Agreement or any Order Form, we may temporarily suspend your access to any portion or all of the Services: (i) if we reasonably determine that (a) there is a threat or attack on the Services, (b) your use of the Services disrupts or poses a security risk to the Services or to any of our other customers or vendors, (c) you are using the Services for fraudulent or illegal activities, (d) subject to applicable law, you have ceased to continue your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (e) our provision of the Services to you is prohibited by applicable law; (ii) if any of our vendors have suspended or terminated our access to or use of any third-party services or products required to enable you to access the Services; or (iii) in accordance with subsection (iii) of Section 5 (any such suspension described in subsection (i), (ii), or (iii), a "**Services Suspension**"). We shall use commercially reasonable efforts to provide written notice of any Services Suspension to you and to provide updates regarding resumption of access to the Services following any Services Suspension. We shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. We will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you or and third party may incur as a result of a Services Suspension.

2.7 Beta Services. From time to time, we may offer you access to Beta Services in exchange for your feedback about your experience using the Beta Services. You may choose to participate in the evaluation of Beta Services at your sole discretion. Access to and use of the Beta Services is solely for your internal evaluation purposes and may be subject to additional rules or restrictions that we may place on their use. We make no representation that the Beta Services will ever be made generally available and we reserve the right to terminate your access to the Beta Services at any time, at which time, you agree to cease use of the Beta Services. Beta Services are provided AS IS, may contain bugs,

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errors or other defects, and your use of the Beta Services is at your sole risk. Beta Services are excluded from our support, warranty, and service level commitments. We may use information about your use of the Beta Services for improving and developing our services. Non-public information about the Beta Services is deemed to be our Confidential Information.

2.8 Professional Services. We will perform Professional Services as set forth in each applicable Statement of Work or Order Form, subject to the terms of this Agreement.

3. Your Obligations.

3.1 You are responsible for and must provide all required computer hardware, software and other services necessary to access the Services.

3.2 You agree to secure and protect the Services in a manner consistent with the maintenance of our rights and cause no harm to us or third-party equipment, software, or processes used in connection with furnishing the Services and any entities from whom we obtain network or web services. In addition to constituting a default under this Agreement, any breach of the terms and conditions of this Agreement may also result in civil and/or criminal penalties pursuant to applicable local, state and federal law.

3.3 The Services may require you to obtain a user identification and password for access and use, and certain specific Services may require additional codes. You shall use reasonable endeavors, including reasonable security measures relating to access, to ensure that no unauthorized person, including any employee or contractor for any parent, subsidiaries, affiliated entities or third parties, gains access to the Services without our prior written consent. You are solely responsible for maintaining the confidentiality of the user identification, passwords and codes (collectively, "**User Information**") assigned to you for any activity that occurs under your account as a result of your failing to keep User Information secure and confidential. You shall promptly inform us in writing of any need to deactivate or replace any User Information due to security concerns. We are not liable for any harm related to theft of your User Information, your disclosure of your User Information, or your authorization to allow another person or entity to access and use the Services using your User Information. You agree to notify us immediately as soon as you become aware of any unauthorized use of your User Information. You may not use anyone else's User Information at any time without the express permission and consent of the holder of that User Information and us.

3.4 You agree to identify your support staff who, to the maximum extent practicable, will be the primary source of communications from you to us.

4. Intellectual Property.

4.1 Your Data. All information provided by you, including, any technology, intellectual property, data, information, or material provided or submitted by you in the course of your use of the Services shall be referred to as "**Your Data**". Subject to Section 4.2, all right, title, and interest in and to Your Data and results from processing Your Data are and shall remain your property and no right, title, or interest in and to Your Data or the results from processing Your Data shall vest in us. You hereby irrevocably grant all such rights and permissions in or relating to Your Data as are necessary for us to exercise our rights and perform our obligations hereunder. We will maintain technical and security measures designed to prevent unauthorized disclosure of Your Data and shall comply with all applicable federal, state, and local, laws, regulations, and industry standards, in the performance of the Services. We shall notify you of any unauthorized use of Your Data, breach of security, or loss or theft of Your Data promptly upon discovery of such unauthorized use, breach, loss, or theft and shall take all commercially reasonable action for the protection of personal data and to mitigate such breach, loss, theft or unauthorized use.

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4.2 Statistical Data and Anonymized Data. We track and collect certain information about how users interact with the Services and we use the information collected to obtain general statistics regarding the use of the Services and to evaluate how users use and navigate the Services (collectively, "**Statistical Data**"). We may use Statistical Data for our internal analytical purposes, including the improvement and enhancement of the Services and our other offerings. At times, we may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, "**Anonymized Data**"). Anonymized Data will not contain information that identifies or could be used to identify you or other users. You agree that Anonymized Data is not your Confidential Information and we may use Anonymized Data to create reports that we may use and disclose for our commercial or other purposes.

4.3 KorTerra Intellectual Property. At all times, the Services, including without limitation, the text, images, graphics, method of display and presentation, visual interfaces, user interfaces, photographs, copyrights, patents, trademarks, trade secrets, logos, sounds, music, artwork, computer code, and associated material and functionality contained therein (collectively "**Intellectual Property**"), shall remain the property of KorTerra. You acknowledge that the Services constitute commercially valuable, proprietary products, the design and development of which reflect the effort of skilled development experts and the investment of considerable time and money. You further acknowledge that we shall retain all right, title and interest in the Intellectual Property (including application development, business and technical methodologies, and implementation and business processes, used by us to develop or provide the Services), and any and all updates, enhancements, customizations, revisions, modifications, future releases and any other changes relating to the foregoing. Except for limited access and use rights granted pursuant to this Agreement, you do not acquire any interest in the Services. With respect to any Third-Party Services, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Services. We reserve all rights not expressly granted to you in this Agreement. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party, any intellectual property rights or other right, title, or interest in or to the Services.

4.4 Feedback. You agree that any suggestions, enhancements requests, feedback, recommendations or other information provided by you, or any of your employees relating to the Services and Beta Services may be used by us without restriction or obligation to you.

5. Service Fees. You shall pay us the Service Fees as set forth in an Order Form or Statement of Work. In addition to the Service Fees, you shall pay all sales, use, value added or other taxes, federal, state, local, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding taxes based on our net income, property or employees. Payment obligations are non-cancelable and all amounts paid are non-refundable. If you fail to make any payment when due, without limiting our other rights and remedies: (i) you agree that we may charge and you will pay a late fee of one and one-half percent (1 ½ %) per month (18% APR) on all outstanding balances; (ii) you shall pay all costs of collection, including legal expenses, and attorney fees at any time paid or incurred by us (liability for attorney fees is not contingent upon a suit being filed by us) in the collection of any amounts due us from you; and (iii) if such failure continues for 10 days or more, we may suspend your access to any portion or all of the Services until such amounts are paid in full. We reserve the right to charge a reconnect fee for any suspended or discontinued Services access that is subsequently reconnected. We may increase Service Fees for any Order Form Renewal Term (as that term is defined in the applicable Order Form), by providing written notice to you at least 65 calendar days prior to the commencement of any Order Form Renewal Term, and the applicable Order Form will be deemed amended accordingly.

6. Confidential Information.

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6.1 From time to time during the term of this Agreement, either you or we (as the "**Discloser**") may disclose or make available to the other (as the "**Recipient**") proprietary or confidential information including, but not limited to, information about the Discloser's business affairs, products/services, intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Your Confidential Information includes Your Data; our Confidential Information includes the Services, KorTerra Intellectual Property, and the terms and conditions of this Agreement and all Order Forms and Statements of Work (including pricing). Subject to the last sentence in this Section, the Recipient shall not disclose Confidential Information to any third party without the prior written consent of the Discloser and shall restrict dissemination of Confidential Information within its own organization to those employees who have a need to have access to the Confidential Information. The Recipient agrees to protect Confidential Information by using at least the same degree of care as it would use to protect its own information of like importance, but in no case less than reasonable care. You and we shall take appropriate measures, and in no event less than reasonable measures, by instruction and written agreement, with confidentiality terms no less stringent than those herein, prior to disclosure to such employees to protect against unauthorized use or disclosure. Notwithstanding the foregoing, we may disclose your Confidential Information to our subcontractors and providers who have signed confidentiality agreements with us containing protections not materially less protective of the Confidential Information than those herein, to the extent necessary for us to perform our obligations under this Agreement. Nothing in this Agreement shall limit the City's obligations under applicable public records laws. To the extent permitted by law, before disclosing information that KorTerra has identified as confidential or proprietary, the City will provide KorTerra with prompt notice of the request so KorTerra may pursue any remedies available under applicable law.

6.2 **Exceptions.** The obligations in Section 6.1 do not apply to Confidential Information which: (i) was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser, as evidenced by the Recipient's records; (ii) is or becomes publicly available without breach of this Agreement by the Recipient; (iii) becomes known or available to the Recipient from a source other than the Discloser without a restriction on use or disclosure of such Confidential Information; or (iv) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.; or (v) is required to be disclosed pursuant to applicable law including the Iowa Open Records law (Chapter 22 of the Iowa Code), provided that the Recipient, to the extent legally permitted, complies with the notice obligations set forth in section 6.3.

6.3 **Compelled Disclosure.** If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, if permitted, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.

6.4 **Equitable Relief.** You and we acknowledge that the unauthorized use or disclosure of Confidential Information may cause irreparable harm to the Discloser. Accordingly, you and we agree that the Discloser shall be entitled to seek equitable relief, including injunctive relief, in addition to all other remedies available at law for any threatened or actual breach of this Agreement with respect to Confidential Information.

7. Term and Termination.

7.1 **Term.** The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the term stated on all Order Forms and Statements of Work has expired or has otherwise been terminated. The term of each Order Form or Statement of Work will be as set forth on the Order Form or Statement of Work.

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7.2 Termination by us. We may terminate this Agreement effective on written notice to you, if you, (i) fail to pay any amount when due hereunder, and such failure continues more than thirty (30) days after our delivery of written notice to you thereof, (ii) breach any of your obligations under Section 2.2 or Section 6, (iii) breach any provision of this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured thirty (30) days after we provide you with written notice of such breach; or (iv) terminate or suspend your business, become subject to any bankruptcy or insolvency proceeding under federal or state statutes, become insolvent or become subject to direct control by a trustee, receiver or similar authority, or have wound up or liquidated your business voluntarily or otherwise. If we terminate this Agreement pursuant to this Section 7.2, all Service Fees that would have become payable had the Agreement remained in effect until expiration of the current term of each Order Form and/or Statement of Work will become immediately due and payable, and you agree to pay such Service Fees, together with all previously-accrued but not yet paid Service Fees, on receipt of our invoice therefor.

7.3 Termination by you. You may terminate this Agreement effective on written notice to us, if we: (i) breach any material provision of this Agreement and such breach remains uncured sixty (60) days after you provide us with written notice of such breach; (ii) without penalty to us, in the event we terminate or suspend our business without providing for the continued support and maintenance of the Services, become subject to any bankruptcy or insolvency proceeding under federal or state statutes, become insolvent or become subject to direct control by a trustee, receiver or similar authority, or have wound up or liquidated our business voluntarily or otherwise. If you terminate this Agreement pursuant to this Section 7.3, you will pay us all Service Fees owed as of the effective date of such termination, including any applicable taxes.

Funding Non-Appropriation. Notwithstanding any other provision of this Agreement, You may terminate this Agreement without further liability for future Service Fees if (i) funds necessary to satisfy Your obligations under this Agreement are not appropriated or otherwise made available by the governing body having lawful authority to appropriate such funds for a subsequent fiscal period, (ii) such non-appropriation is not the result of Your act or omission undertaken to avoid its obligations under this Agreement, and (iii) You provide KorTerra with written notice of the non-appropriation promptly after You becomes aware of such funding decision. You shall remain responsible for payment of all Service Fees and other amounts accrued through the effective date of termination, including any Services performed prior to termination.

7.4 Effect of Termination. Termination or expiration of an individual Order Form or Statement of Work will not be deemed a termination of this Agreement so long as other Order Forms or Statements of Work remain in effect. Termination of this Agreement will, however, terminate all outstanding Order Forms and Statements of Work.

7.5 Survival. Sections 1 (Definitions), 2 (Restrictions), 4 (Intellectual Property), 5 (Service Fees) 6 (Confidential Information), 7.4 (Effect of Termination), 7.5 (Survival), 8.2 (Warranty Disclaimer), 9 (Indemnification), 10 (Limitations of Liability), 11 (Third-Party Services), 12 (Mapping Limitations), 13 (Risk Scoring), 17 (Employee Non-Solicitation), 18 (Auto-Screening), 19 (Notices) and 20 (General Provisions) will survive termination or expiration of this Agreement.

8. Limited Warranties and Warranty Disclaimer.

8.1 Limited Warranties. We warrant that (i) the Services shall operate substantially in accordance with the documentation provided by us when accessed and used in accordance with such documentation; and (ii) any Professional Services will be provided by us in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable Order Form or Statement of Work.

8.2 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KORTERRA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WHETHER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT OR AS TO THE QUALITY, UTILITY OR PERFORMANCE OF THE SERVICES, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED. KORTERRA FURTHER MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL ACCESSED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KORTERRA SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE WARRANTIES IN SECTION 8.1 DO NOT APPLY, AND KORTERRA STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY SERVICES. BETA SERVICES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

9. Indemnification. You agree to indemnify us from any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from, and, at our option, defend us against, any third-party claim, suit, demand, action, or proceeding ("**Third-Party Claim**") arising out of or relating to (i) Your Data or your use of Your Data with the Services; (ii) your use of the Services in a manner not authorized by us; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by us or authorized by us in writing; (iv) your breach of any of your representations, warranties, covenants, or obligations under this Agreement; or (v) any negligent act or omission by you that results in personal injury, death, or damage to property; provided that you may not settle any Third-Party Claim against us unless we consent to such settlement in writing.

9.1 Intellectual Property Indemnity. We shall defend you against any third-party claim, suit, demand, or proceeding alleging that the Services, when accessed and used by you in accordance with this Agreement, infringe or misappropriate any United States patent, copyright, trademark, or trade secret of such third party, and we shall indemnify you against any damages, costs, or expenses (including reasonable attorneys' fees) finally awarded against you or agreed to in settlement by us resulting from such claim, provided that you: (i) promptly notify us in writing of the claim; (ii) grant us sole control of the defense and settlement of the claim; and (iii) reasonably cooperate with us, at our expense, in the defense of the claim.

We shall have no obligation under this Section to the extent a claim arises from: (i) your modification of the Services; (ii) your use of the Services in combination with software, hardware, products, data, or services not provided or authorized by us in writing, if the infringement would not have occurred but for such combination; (iii) your continued use of the Services after we have provided a non-infringing replacement or modification; or (iv) your use of the Services other than in accordance with this Agreement or our documentation.

If the Services become, or in our reasonable opinion are likely to become, the subject of an infringement claim, we may, at our option and expense: (i) procure for you the right to continue using the Services; (ii) modify or replace the Services so they become non-infringing without materially reducing their functionality; or (iii) terminate the affected Services and refund any prepaid Service Fees allocable to the unused portion of the applicable Order Form term. **This Section states our sole and exclusive liability, and your exclusive remedy, with respect to any claim that the Services infringe or misappropriate any intellectual property rights of a third party.**

10. Limitations of Liability. IN NO EVENT WILL KORTERRA BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR BREACH OF CONTRACT, , FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER KORTERRA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO

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EVENT WILL KORTERRA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR BREACH OF CONTRACT, EXCEED THE AMOUNTS ACTUALLY PAID TO KORTERRA UNDER THE ORDER FORM OR STATEMENT OF WORK FOR THE SERVICES OR PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

11. Third-Party Services. Through the Services, you may have access to third-party applications, databases, directories, information, maps, networks, products, programs, servers, services, software, systems, or websites, (collectively, "**Third-Party Services**"). We have no control over such Third-Party Services and we disclaim any and all responsibility and liability for the content, operation, or use of such Third-Party Services. All Third-Party Services are provided on an "as-is" basis, with no warranties of any kind.

12. Mapping Limitations. All maps are provided for REFERENCE AND INFORMATIONAL PURPOSES ONLY. All map features contained therein are APPROXIMATIONS, and are not accurate to surveying or engineering standards. We make no representation, warranty or guarantee as to the content contained on any map (which may have been derived from third party sources), regarding accuracy, timeliness, or completeness of any of the data provided therein, and assume no legal responsibility or liability for the information contained on any map. Any use of any map with respect to accuracy and precision shall be your sole responsibility and you should not act, or abstain from acting, based upon mapping information obtained from the Services.

13. Risk Scoring. All excavations carry the risk of an excavator causing damage to a buried facility. The use of KorTerra's Risk Scoring functionality is intended to assist in identifying Tickets which may have an elevated level of risk to enable our customers to make informed decisions and best mitigate the risk of damage. A decision to perform or not perform a locate should not be based on the results of a risk score.

14. Data Archival, Accessibility, and Retrieval. All data stored in the Services as a result of your direct interactions with and use of the Services ("**Transactional Data**") will be retained by us and accessible to you during your use of the Services. Transactional Data not created or modified within the prior 24 months may be moved to and accessible through an archival site. For reporting made available through KorTerra Business Insights, Transactional Data will be available for a lookback period of 36 months. Notwithstanding the foregoing, we are not obligated to retain Your Data (of which Transactional Data is a subset) after the effective date of termination of this Agreement. If requested by you prior to the effective date of termination of this Agreement, we will provide to you, as a Professional Service, an export of the then most recent Transactional Data maintained by us, provided that all outstanding Service Fees and any amounts payable as a result of such termination have been paid. Pricing for such Professional Service will be provided based on our then-current rates and the volume of data requested for extraction.

15. Storage Limits and Additional Storage. KorTerra Visual Evidence includes storage of up to 100GB, unless otherwise specified on the applicable Order Form, for all photos, sketches, and other files uploaded by you through your use of the Service. Additional storage can be purchased if needed by contacting KorTerra. You are responsible for monitoring your storage usage and ensuring you do not exceed your allotted storage capacity. If you exceed your allotted storage capacity, we reserve the right to invoice you, and you agree to pay, for such additional storage usage. In the event you do not purchase additional storage capacity, we reserve the right to restrict your upload of additional files through your use of the Service. You may request up to once per quarter for aging attachment data to be removed from the Service. Upon request, data can be bulk offloaded and provided to you via physical removable media for an additional fee.

To increase the efficiency of attachment storage usage, images of compatible file types such as JPEGs may be compressed and resized when uploaded to the Service. Images are stored with the original aspect ratio maintained but may be resized to a maximum height or width of 1080 pixels and compressed using 70% JPEG image compression. We are not liable for any loss in image resolution or quality resulting from the compression and resizing process. You may

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request to disable image compression and resizing for your account by contacting KorTerra Support, however, this will result in larger file sizes and increased storage utilization, which may in turn result in additional fees. We are not liable for any loss or corruption of files stored via the Service.

16. Facility Mapping. Facility Mapping in KorTerra Ticket Management includes configuration of up to 10 facility layers. More layers can be made available to you for an additional fee. If you choose to make your maps available to us via a WMS endpoint hosted by you, you are responsible for ensuring that the endpoint is accessible and functional. Alternatively, KorTerra can host your facility maps on your behalf by you providing GIS files in the shapefile (SHP) format. Updated copies of each shapefile may be provided up to quarterly, with more frequent updates being available for an additional fee.

17. Employee Non-Solicitation. During the term of this Agreement and for two (2) years thereafter, you agree that you will not directly or indirectly, solicit for employment, hire, employ or otherwise retain as an independent contractor, any of our employees who been involved in the provision of Services to you. Notwithstanding the foregoing, you shall not be in breach of this prohibition by hiring any such employee as a result of the employee responding to a generally published advertisement for employment or that employee's contacts with a placement agency initiated by the employee.

18. Auto-Screening. Auto-Screening is a feature of the Services that utilizes configured rules, ticket data, facility maps, and other inputs provided by or on behalf of you ("**Auto-Screening Inputs**") to automatically determine whether certain Tickets may be cleared without manual review.

You are solely responsible for the accuracy, completeness, and ongoing maintenance of all Auto-Screening Inputs, including but not limited to facility maps, geographic data, configuration rules, and any other criteria used to enable or operate Auto-Screening. KorTerra has no obligation to verify or validate such Auto-Screening Inputs. Any recommendations, guidance, configurations, workflows, or suggestions provided by KorTerra or its personnel regarding Auto-Screening are provided for informational purposes only and shall not be construed as legal, regulatory, safety, excavation, or compliance advice. You remain solely responsible for evaluating and determining the appropriateness of any Auto-Screening configuration, workflow, or clearing decision for your operations and compliance obligations.

Auto-Screening decisions are made based solely on the Auto-Screening Inputs in effect at the time of processing. Any changes to such inputs, configurations, facility maps, or related data – including updates, omissions, errors, or delays, whether made by you or any third party – may materially impact or result in unintended Auto-Screening outcomes. Auto-Screening is provided as a workflow automation tool and does not guarantee the accuracy, completeness, or appropriateness of any clearing determination. You are responsible for implementing appropriate review procedures, safeguards, and oversight relating to Auto-Screening and any resulting clearing determinations.

Auto-Screening is not a substitute for compliance with applicable laws, regulations, industry standards, or internal policies relating to locate practices or excavation safety.

Without limiting any other disclaimers or limitations of liability under this Agreement, KorTerra shall have no liability for any claims, damages, or losses arising out of or related to (i) Auto-Screening decisions, (ii) reliance on Auto-Screening, or (iii) any errors or omissions in Auto-Screening Inputs.

19. Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (i) the delivery date if delivered personally; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-

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paid or any other means of rapid mail delivery for which a receipt is available; or (iv) the day of sending by email. Notices to KorTerra must be sent to: KorTerra, Inc., Attn: President, 1851 Lake Drive West, Chanhassen, MN 55317, or legalnotices@korterra.com; notices to you will be sent to the physical address set forth above or provided via email to Nkieffer@cityofdubuque.org. Either party may update its address by giving notice to the other party in accordance with this Section.

Commented [MS1]: Please provide email to use for notices.

20. General Provisions.

20.1 Dispute Resolution. Prior to instituting formal legal proceedings, the parties agree to attempt to resolve all disputes arising out of or relating to this Agreement informally. To invoke this process a party shall appoint a designated executive with authority to settle the matter and request that the other party do the same. The other party shall make such appointment within five (5) days of receipt of the request. The designated executives shall then have up to thirty (30) days to attempt in good faith to resolve the matter. The informal dispute resolution process shall terminate at the end of the thirty (30) day period unless extended by mutual agreement. Disputes not resolved by informal dispute resolution as provided in this Section may be resolved by litigation, subject to Section 20.2, unless the parties mutually agree to an alternative dispute resolution method such as arbitration. Nothing in this Section shall prevent, or be construed as preventing, a party from (i) instituting formal proceedings to avoid the expiration of any applicable limitations period, or (ii) seeking injunctive or other equitable relief in a court of appropriate jurisdiction. The parties agree that all negotiations pursuant to this Section will be confidential and therefore treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions.

20.2 Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the, Iowa District Court for Dubuque County, Iowa and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

20.3 Successors and Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and Statements of Work), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Each party shall promptly provide notice of any such assignment. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

20.4 No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

20.5 Force Majeure. Neither party shall be required to perform any term, condition or covenant of this Agreement to the extent such performance is delayed or prevented by labor difficulties, governmental orders, civil commotions, pandemics, acts of God, or other conditions or circumstances beyond either party's reasonable control. We shall not be liable for interruptions caused by failure of equipment or services not provided by us, failure of communications, power outages, or other interruptions not within our complete control, and we shall not be liable for performance deficiencies caused or created by your equipment. We shall not be liable if changes in operation, procedures, or the Services require modification or alteration of your equipment, render the same obsolete or otherwise affect its

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performance. The foregoing shall not excuse either party from the payment of any monies due pursuant to this Agreement.

20.6 Severability. Each provision of this Agreement is intended to be severable. In the event that any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

20.7 Marketing. You hereby grant to us the express right to use your company name and logo in marketing, sales, financial, and public relations materials and other communications solely to identify you as our customer. We hereby grant to you the express right to use our name and logo solely to identify us as a provider of services to you. Other than as expressly stated herein, neither party shall use the other party's trademarks or service marks without the prior written permission of the other party.

20.8 Entire Agreement and Order of Precedence. This Agreement, including and together with any related Order Forms or Statements of Work, constitutes the entire agreement between you and us pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No purchase order or other ordering document (excluding Order Forms or Statements of Work) submitted by you that purports to modify or supplement the terms of this Agreement shall add to or modify the terms of this Agreement in any way. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the applicable Statement of Work.

20.9 No Third-Party Beneficiaries. Nothing in this Agreement is meant to create or creates any rights, obligations, or benefits directly or indirectly to any party not a signatory of this Agreement.

20.10 Privacy Policy. KorTerra's collection, use, and disclosure of personal data in connection with the Services is governed by our Privacy Policy, available at https://www.korterra.com/privacy-policy, which is incorporated by reference into this Agreement. KorTerra may update the Privacy Policy from time to time, and continued use of the Services constitutes acceptance of the current version.

20.11 Relationship. The sole relationship between you and us is that of independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary relationship, or employment relationship between the parties.

20.12 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

20.13 Counterparts; Electronic Copies. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement. Signatures transmitted by electronic mail in "portable document format" (".pdf"), or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

20.14 Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party.

The parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized representatives.

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City of Dubuque

By: _____

Name: Michael C. Van Milligen

Title: City Manager

KorTerra, Inc.

By: _____

Name: Mitch Stendal

Title: President

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2026

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 Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55146	**CONTACT NAME:** Select Processing **PHONE (A/C, No, Ext):** 763-746-8000 **FAX (A/C, No):** **E-MAIL ADDRESS:** SelectProcessing@marshmma.com
INSURED KORTINC-02 KorTerra, Inc. 1851 Lake Dr W Chanhassen MN 55317-9348	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** ACE Property and Casualty Insu — 20699 **INSURER B :** CHUBB NATIONAL INSURANCE COMPA — 10052 **INSURER C :** Underwriter's at Lloyd's, Lond **INSURER D :** Bankers Standard Insurance Com — 18279 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 596088992 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			D95297523	6/1/2026	6/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			D95297523	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			D95297535	6/1/2026	6/1/2027	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71786461	6/1/2026	6/1/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Tech E&O (Cyber & Prof Liability)			ESN0240274660	3/2/2026	6/1/2027	Aggregate Per Claim Retention	4,000,000 3,000,000 10,000

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

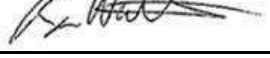
CERTIFICATE HOLDER

City of Dubuque
925 Kerper Ct
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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AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE COUNTY, IOWA

THIS AGREEMENT is made and entered into effective the 1st day of July, 2026, by and between the City of Dubuque, Iowa (hereinafter referred to as the "City"), and Dubuque County, Iowa (hereinafter referred to as the "County").

WHEREAS, the City and the County desire to establish a cooperative framework regarding the enforcement of delinquent parking tickets; and

WHEREAS, the City maintains sole responsibility for the collection of all parking tickets issued within its jurisdiction; and

WHEREAS, the County agrees to facilitate enforcement by allowing vehicle registration holds for delinquent parking tickets under the terms set forth below.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

The County agrees to allow the City to place a hold on a vehicle's registration in the event that a parking ticket associated with that vehicle becomes seven (7) days delinquent. The County shall not be responsible for the collection of parking tickets or fines. The collection of all such fines remains the exclusive responsibility of the City.

SECTION 2. ACCESS

Designated City personnel shall be allowed access to the County records to indicate the plates of those vehicles with outstanding and unpaid City parking tickets. It shall be the duty of the City to update this information daily with the Iowa Department of Transportation to ensure the status of the ticket is changed due to payment.

The City shall hold the County harmless, and the City shall assume all liability for any failure to update the status of the ticket. The City shall provide the County Treasurer with a written list of designated personnel authorized to access these records and shall promptly notify the County in writing of any additions or removals to this authorized list.

SECTION 3. HOLDS

The placement and release of registration holds are processed automatically via daily batch files transmitted by the City to the Iowa Department of Transportation. If a vehicle owner contests an active hold, the County shall direct the individual to the City for account resolution. The County will manually lift a registration hold only upon presentation of a valid City receipt showing a zero balance, or once the automated system reflects the cleared status.

SECTION 4. COMPENSATION
In consideration for the services provided by the County, the City shall pay the County an annual fee of Twelve Thousand Dollars ($12,000.00). This payment shall be remitted as a single annual lump sum at the beginning of the County fiscal year. This annual fee shall remain fixed for the first four (4) years of this Agreement. On or before March 1, 2030, and every four (4) years thereafter, the parties agree to formally review the administrative costs and mutually negotiate any adjustments to the annual compensation amount in writing.

SECTION 5. TERM
This Agreement shall commence on July 1, 2026, and shall remain in effect perpetually until terminated by either party in accordance with Section 6 of this Agreement.

SECTION 6. TERMINATION
Either party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of termination to the other party.

SECTION 7. NOTICES
Any notices, demands, or communications to be given pursuant to this Agreement shall be in writing and mailed by certified mail, postage prepaid and properly addressed to the parties as follows:

City of Dubuque
50 W. 13th Street
Dubuque, Iowa 52001

Dubuque County Treasurer
720 Central Ave.
Dubuque, Iowa 52001

SECTION 8. ADMINISTRATION
The County Treasurer and the City of Dubuque designated employee shall administer and consult with appropriate parties in reference to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Signed this 20th day of JULY, 2026

CITY OF DUBUQUE, IOWA

Michael C. Van Milligen, City Manager

ATTEST:

Adrienne N. Breitfelder, City Clerk

DUBUQUE COUNTY, IOWA

Michael Clasen, Treasurer

ATTEST:

DUANE OBERHEIDEN, MOTOR VEHICLE DEPUTY

PUBLIC IMPROVEMENT CONTRACT
SECTION 00500

THIS IMPROVEMENT CONTRACT (the Contract), dated for reference purposes the 22 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 Municipal Well & Pump (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 Well No. 7 Rehabilitation – Phase 3 Project (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. Addenda (numbers __ to __ , inclusive).
      11. Insurance Schedule F – Insurance Provisions and Requirements (Exhibit A)
      12. Sales Tax Exemption Certificate
      13. Site Condition Information
      14. Construction Schedule and Agreed Cost of Delay
      15. Exhibits to this Contract (enumerated as follows):
          a. Contractor's Bid (pages 1 to 5 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

16. 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 Directory Page (Section 00101)
    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.

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 $ 108,780.00

CITY OF DUBUQUE, IOWA:

Department

By: Michael Van Milligen
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

08/05/2026
Date

CONTRACTOR:

Midwest Well Services, Inc. dba: Municipal Well & Pump
Contractor

By: Scott De Young
Signature

Scott De Young
Printed Name

President
Title

July 28, 2026
Date

MIDWEST WELL SERVICES, INC. Corporate SEAL Wisconsin

UNIT PRICE BID PROPOSAL FORM
SECTION 00400

PROJECT: Well No. 7 Rehabilitation – Phase 3 Project

BID TO: Water Department
City of Dubuque
c/o City Clerk Office
City Hall, 50 W 13th Street
Dubuque, Iowa, 52001

BID FROM:

Midwest Well Services, Inc. dba: Municipal Well & Pump (Company)

15602 West Key Dr. (Street Address)

Peosta, IA 52068 (City, State, Zip)

563-583-1707 (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;

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.**

400.4 Unit Prices and Bid Amount

Line Item No.	Bid Item Description	Plan Quantity	Units	Bid Unit Price ($)	Total Price ($)
1	Mobilization	1	EA	$2,460.00	$2,460.00
2	Well Pump Removal, Sand Separator Addition, and Well Pump Installation	1	EA	$64,040.00	$64,040.00

Base Bid Amount: $ 66,500.00

Sixty six thousand five hundred dollars and zero cents **(use words)**

The Base Bid Amount above will be adjusted in accordance with any or all of the following Alternate Bids as Owner may elect. Bidder must specify whether the Alternate Bid is an ADD or a DEDUCT or write "No change". If any alternates are selected by the City, City will select alternates in order as listed below. Alternate Bid No.1 will be selected first, then Alternate Bid No.2 and so on until the City no longer chooses to select alternates.

Alternate Bid No.	Alternate Bid Item Description	Add to Base Bid	Subtract from Base Bid
1	Procurement and delivery of gate valve and check valve as specified in Section 011000.	$36,880.00	$36,880.00
2	Installation of gate valve and check valve as specified in Section 011000 and as provided in Alternate Bid No. 1.	$5,400.00	$5,400.00

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)

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:

None _____ Dated: _____

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____

400.13 Signatures

Contractor:

Midwest Well Services, Inc. dba: Municipal Well & Pump _____ Dated: 07/07/2026
Contractor Name

15602 West Key Dr.
Street (Business Location)

Peosta
City

IA _____ 52068
State Zip

Scott DeYoung _____ Dated: 07/07/2026
Signature Scott DeYoung

President
Title

MIDWEST WELL SERVICES, INC. Corporate SEAL Wisconsin

The Bidder's State of _____ does ( ) / does not ( ) utilize a percentage preference for in-state Bidders. The amount of preference is _____ percent.

==== END OF SECTION 00400 ===

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

Graymont Western Lime (Vendor) at
(Vendor Name)
2021 S 18th Ave #102, West Bend, WI 53095
(Vendor Address - City and State)

PROJECT TITLE: City of Dubuque Water High Calcium Quicklime Bid Documents 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 supply, delivery and testing of High Calcium Quicklime to the City of Dubuque
Eagle Point Water Plant

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

Eagle Point Water Plant 1902 Hawthorne 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
   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 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 $ 500,000.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 08/05/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Graymont
Company Name

By: Nicholas M Bobos Digitally signed by Nicholas M Bobos Date: 2026.07.07 16:19:48 -05'00' 07/07/2026
Signature — Date

Nick Bobos
Printed Name

Account Manager
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: Nicholas M Bobos Digitally signed by Nicholas M Bobos Date: 2026.07.07 16:20:25 -05'00' 07/07/2026

Signature Date

Nick Bobos

Printed Name

Account Manager

Title

EXHIBIT A

TERMS AND CONDITIONS

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

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE 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 07/07/2026.

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: x 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 x 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 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.

F) UMBRELLA/EXCESS $1,000,000

Coverage required: x 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)

TEMPORARY PARKING LICENSE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
HOLY FAMILY CATHOLIC SCHOOLS, DUBUQUE, IOWA

This Temporary Parking License Agreement (the "Agreement") dated for reference purposes the _____ day of _____, 2026, between the City of Dubuque, Iowa, a municipal corporation (the "City") and Holy Family Catholic Schools, Dubuque, Iowa, an Iowa corporation with its principal place of business in Dubuque, Iowa ("Holy Family"). The City and Holy Family will hereinafter each be known as a "Party" and collectively as the "Parties."

WHEREAS, City is the owner of a parking lot commonly known as the Veteran's Memorial Park Parking Lot (the "Parking Lot"); and

WHEREAS, the Parties desire that Holy Family be permitted to use a defined portion of the Parking Lot as temporary student parking during construction, to reduce student parking impacts in the surrounding neighborhood; and

WHEREAS, the portion of the Parking Lot subject to this Agreement (the "Licensed Area") is shown on the attached Exhibit A and incorporated herein by reference;

WHEREAS, the walking route for students from the Licensed Area to Holy Family Catholic School (the "Student Path") is shown on the attached Exhibit B and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT; GRANT OF LICENSE.

1.1 **Grant of License.** Subject to Section 13 (Termination) and the other terms of this Agreement, City hereby grants to Holy Family a nonexclusive, revocable license to use the Licensed Area for temporary student parking during the Reserved Hours described below in Section 1.3. This Agreement grants a license only and does not convey any leasehold, easement, or other real property interest.

1.2 **Licensed Area.** The Licensed Area consists of the first two (2) rows of marked parking stalls in the Parking Lot that face west, as depicted on Exhibit A. Holy Family's parking rights under this Agreement are limited to the Licensed Area, as depicted on Exhibit A, and Holy Family shall direct students to park only within the marked stalls during the Reserved Hours defined in Section 1.3.

1.3 **Reserved Hours.** The Licensed Area stalls will be reserved for Holy Family student use from 6:30 a.m. to 3:30 p.m., Monday through Friday, during school days (and teacher-required in-service days, if applicable) (the "Reserved Hours"), unless otherwise agreed in writing by the City. Overnight parking is prohibited in the Licensed Area under this Agreement.

1.4 **Term.** This Agreement will be effective beginning April 1, 2026, or upon City approval, whichever is later (the "Commencement Date") and will continue through the end of the 2027–2028 school year, unless earlier terminated pursuant to this Agreement (the "Term").

1.5 **Exhibits to be Finalized.** The Parties anticipate that construction-zone details and student routing measures may evolve as construction plans are finalized. No changes to the Licensed Area, Reserved Hours, student route, signage plan, or the Parties' responsibilities under this Agreement will be effective unless set forth in a written amendment signed by both Parties.

SECTION 2. PARKING LICENSE USE FEE. The parking license use fee (the "Fee") shall be One Dollar ($1.00) per parking stall in the Licensed Area per month, payable during school months only during the Term of this Agreement. For purposes of this Agreement, "school months" means months in which Holy Family is in regular session for students (and teacher-required in-service days, if applicable). The Licensed Area consists of 85 stalls; accordingly, the monthly Fee during the school months is $85. The City may invoice Holy Family monthly. Payment shall be due within thirty (30) days of the invoice date and shall be made by certified check or money order payable to the City of Dubuque.

SECTION 3. USE OF LICENSED AREA.

3.1 **Permitted Use.** Holy Family covenants and agrees to use and occupy the Licensed Area for student vehicle parking only during the Reserved Hours.

3.2 **Parking Stickers.** Holy Family shall ensure that all student vehicles parking in the Licensed Area display a visible Holy Family parking sticker or permit.

3.3 **Monitoring.** Holy Family shall be fully responsible for monitoring the Parking Lot and ensuring students park in the correct stalls within the Licensed Area during the Reserved Hours. Holy Family represents it will have a teacher or other staff member on-site during arrival and dismissal to monitor student compliance and safety. Holy Family shall be responsible for having any unauthorized vehicles (i.e. those without a student parking sticker) towed.

3.4 **Signage.** Holy Family shall be responsible for providing and installing signage reasonably necessary to direct students to the Licensed Area and to identify the Reserved Hours (the "Signage"). Holy Family shall provide the City with the proposed Signage design, locations, and installation plan for review and written approval prior to

installation and in any event prior to the Commencement Date. Holy Family shall not place or allow any signs, ropes, gates, fencing, barriers, or structures on or in the Licensed Area (or elsewhere on City property) without the prior written approval of the City Manager or designee.

SECTION 4. ASSIGNMENT AND SUBLETTING. Holy Family shall not assign or sublet this Agreement or the Licensed Area nor any portion thereof.

SECTION 5. MAINTENANCE OF PROPERTIES.

5.1 **Snow and Ice Removal.** Holy Family shall be responsible for snow and ice removal and plowing in the Licensed Area at its sole expense during the winter months.

5.2 **Litter.** Holy Family shall use reasonable efforts to address litter associated with student use and to keep the Licensed Area in a neat and orderly condition, including periodic litter pickup as needed during the school week.

SECTION 6. RESPONSIBILITY FOR ENFORCEMENT.

6.1 **Holy Family Responsibility.** City shall not be responsible in any manner for enforcement of Holy Family's privilege to use the Licensed Area. Holy Family shall use the Licensed Area in a manner compatible with City's operation of the remainder of the Parking Lot and shall not cause or allow any conflicts or interruptions to City operations.

6.2 **City Authority Preserved.** Nothing in this Agreement limits the City's authority to enforce applicable laws, ordinances, or Parking Lot rules.

SECTION 7. STUDENT SAFETY AND WALKING PATH.

7.1 **Walking Path.** The Parties acknowledge student safety concerns relating to walking from the Parking Lot to school property. Holy Family shall direct students to follow the Student Path shown on **Exhibit B,** and shall take reasonable measures to promote safe, orderly travel to and from the school. As a mitigation measure, Holy Family will look into establishing a guided rope path or clearly defined pathway for students to follow to enhance safety, subject to any City approvals required for installations on City property.

7.2 **Hard Surface Path.** A hard surface path needs to be made from the Parking Lot to the school property. The Parties recommend continuing a path that takes students to the school entrance. This may include installation of a gate similar to what exists on the other side of the street where park land meets private property. Any work on City property (including path surfacing and/or gate installation) is subject to City approval and, if undertaken, shall be addressed by written amendment under Section 1.5 setting forth scope, responsibilities, and timeframe.

7.3 **Miracle Drive Sidewalk Permission.** Holy Family represents that Mike Portzen, the owner of the apartments, has given Holy Family permission to instruct students to walk on the sidewalk he owns along Miracle Drive.

SECTION 8. DEFAULT. If Holy Family shall default in the payment of the Fee (if any) hereunder or any part thereof, or shall default in the performance of any of the other covenants herein contained, and such default shall continue for a period of thirty (30) days after written notice thereof specifying the default complained of mailed to Holy Family by United States certified mail, then City may, at its election, terminate this Agreement and re-enter the Licensed Area, with or without process of law, and expel and remove Holy Family or any person or persons in or upon the Licensed Area, using such force as may be necessary under the circumstances; and if at any time by reason of such default and the continuance thereof for such period of thirty (30) days after written notice has been given, said term shall be so ended, Holy Family hereby covenants and agrees to surrender and deliver up the Licensed Area peaceably to the City.

SECTION 9. FORCE MAJEURE. A Party's performance under this Agreement shall be excused if, and to the extent that, the Party is unable to perform because of causes beyond its reasonable control such as, but not limited to, acts of God, acts of civil or military authority, loss of potable water source, floods, quarantine restrictions, riots, strikes, commercial impossibility, fires, or other circumstances reasonably beyond the control of the Party obligated to perform. The Party unable to perform shall promptly notify the other Party and shall resume performance upon termination of the force majeure.

SECTION 10. INDEMNITY. Holy Family agrees to defend, indemnify and hold harmless City, its officers, agents and employees, from any and all damages or claims whatsoever by reason of Holy Family's use of the Licensed Area and operations associated with such use, including student routing, monitoring, and snow removal/plowing, and further agrees to reimburse City for any and all damage to the Licensed Area resulting from the use of the Licensed Area for activities associated with Holy Family's operations except in those damages or claims arising from the negligent act or omission of City, whether in whole or in part. City agrees to promptly give notice of any and all damages or claims and to permit Holy Family and/or its insurance carrier to investigate and defend the same.

SECTION 11. INSURANCE. Holy Family shall at all times during the Term of this Agreement provide insurance as set forth in the attached Insurance Schedule A as such Insurance Schedule A may from time to time be amended by City.

SECTION 12. SURRENDER OF PREMISES AT END OF TERM. Holy Family agrees that upon termination or expiration of this Agreement it will surrender, yield up and deliver the Licensed Area in good, clean condition, substantially similar to the condition of the Licensed Area at the time of execution of this Agreement, reasonable wear and tear excepted.

SECTION 13. TERMINATION. City may terminate this Agreement for any reason, with or without cause, upon thirty (30) days written notice mailed to Holy Family by United States certified mail.

HOLY FAMILY CATHOLIC SCHOOLS, DUBUQUE, IOWA

By: _____

Printed Name: Jeff Rust

Title: Director - Bldgs + Grounds

Date: 7/23/26

CITY OF DUBUQUE, IOWA

_____

By: Michael C. Van Milligen, City Manager

Date: 08/09/2026

Attest: Adrienne N. Breitfelder
Adrienne Breitfelder, City Clerk

EXHIBIT A

LICENSED AREA

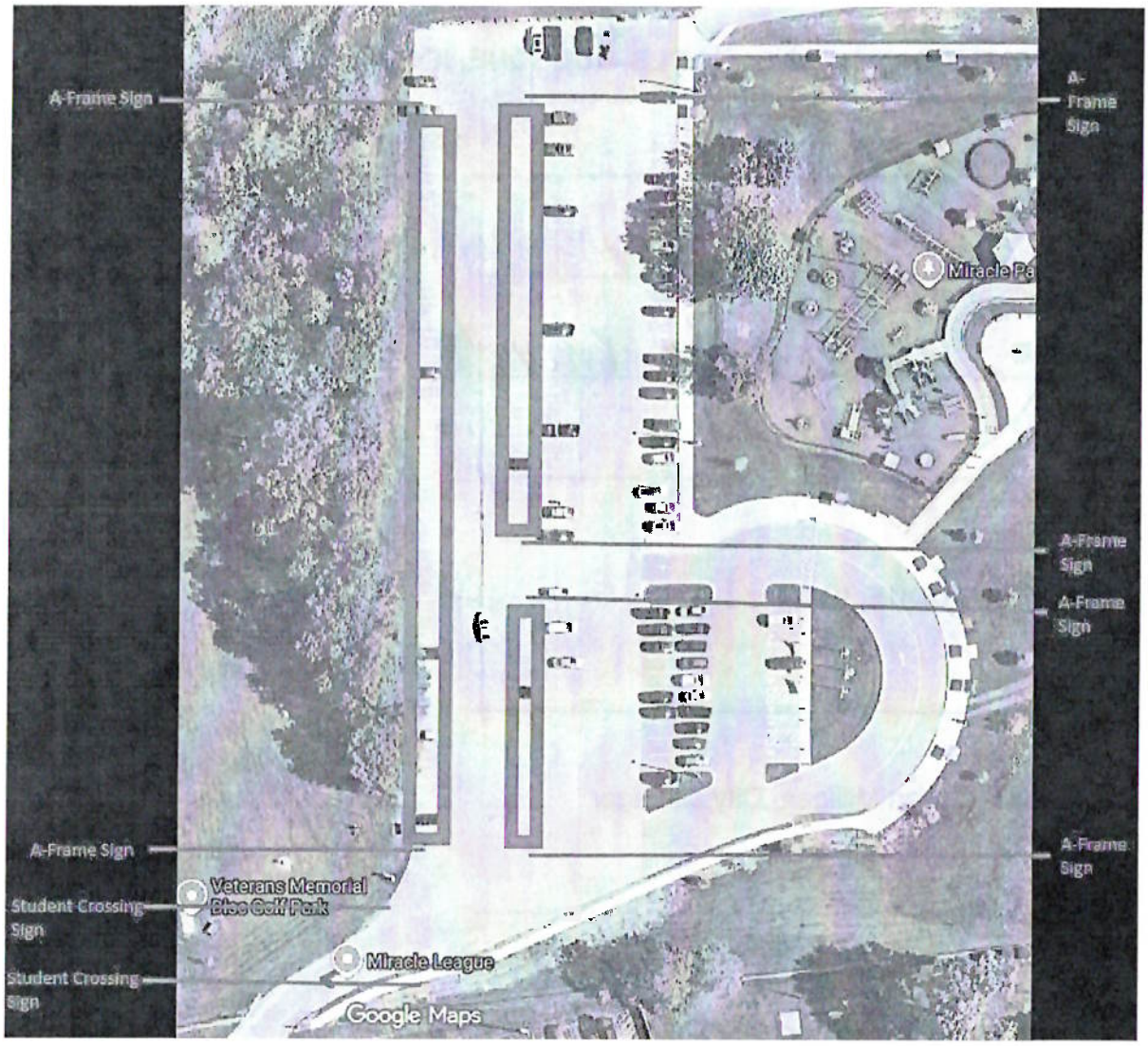
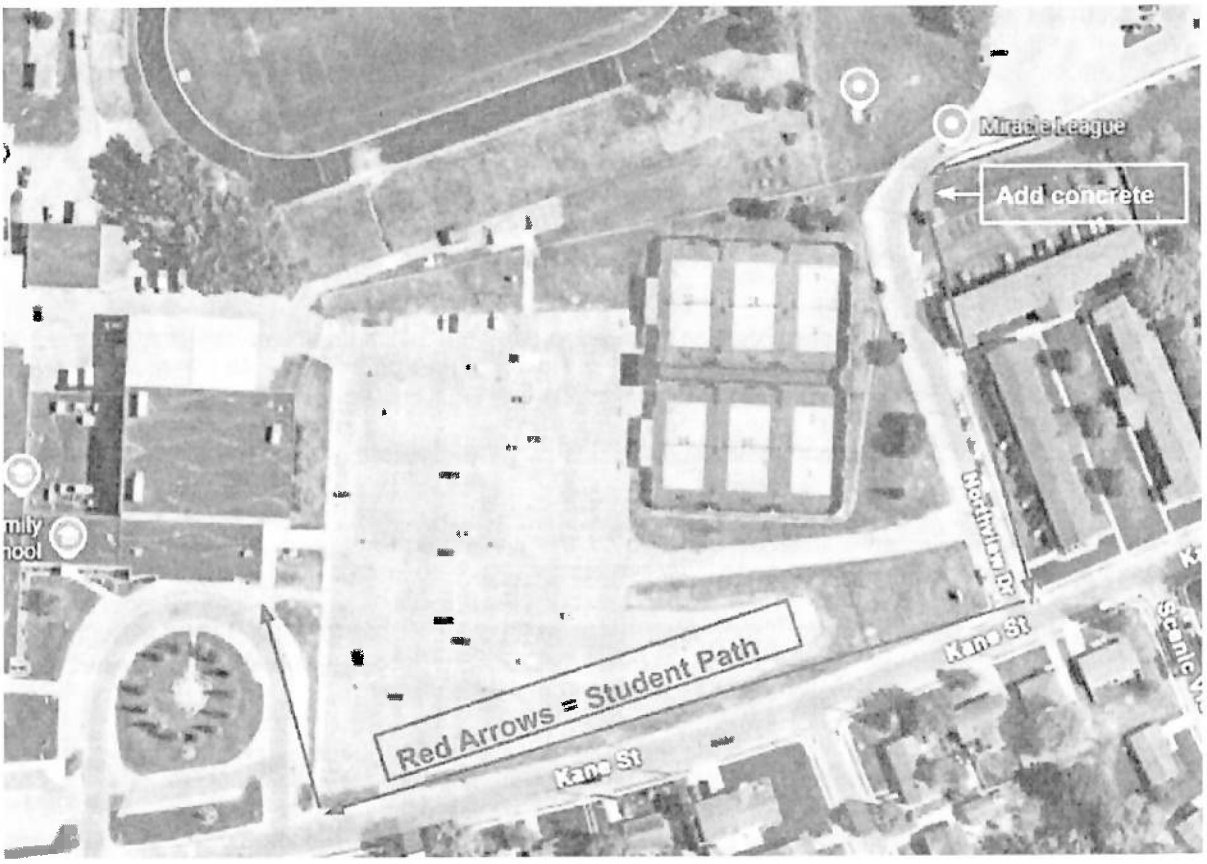


EXHIBIT B

STUDENT PATH



Insurance Schedule A

1. Licensee 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 licensees 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. Temporary Parking License Agreement dated _____.

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

3. Each certificate shall be furnished to: City of Dubuque, Finance Department, 50 W. 13th Street, Dubuque, Iowa, 52001.

4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.

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

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Chief Financial Officer. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.

8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.

9. Lessee, licensee, or permittee shall require all subcontractors and subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dubuque may request a copy of such certificates from the lessee, licensee, or permittee.

10. Lessee, license, and permittees shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include the agent's name, phone number, and email address.

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

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

Insurance Schedule A (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners from BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 0002, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and noncontributory.
4) Include Preservation of Governmental Immunities Endorsement (sample attached).
5) Include additional insured endorsement for: The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others Endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque, Finance Department, 50th W. 13th Street, Dubuque, Iowa, 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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 an endorsement providing a waiver of subrogation to the City of Dubuque. 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.

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. 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 insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
Dept: 53
50 W. 13th Street
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 Bauer Built (Vendor) at
(Vendor Name)
2220 Kerper Blvd, Dubuque, IA 52001
(Vendor Address - City and State)

PROJECT TITLE: Tire Changes/Repairs for Transportation Services buses/vehicles
(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:
Tire Changes/Repairs for Transportation Services Buses / All City vehicles

The work described above shall be completed at the following location(s):
949 Kerper Blvd or in Bauer Built shop - 2220 Kerper Blvd

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
   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 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:

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

CONTRACT AMOUNT $ 12,000

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 08/09/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Bauer Built
Company Name

By: Nick Vosters — Digitally signed by Nick Vosters Date: 2026.08.04 09:08:27 -05'00' — 8/4/2026
Signature — Date

Nick Vosters
Printed Name

Director of Safety and Risk
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.

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.

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: Bob Schiesl, Assistant City Engineer

DATE: August 10, 2026

RE: Request to Sign Contract – Dodds and Sinclair Terminal Contaminated Soil Removal Project at South Terminal Street

Attached is the short Form Public Improvement Contract between the City of Dubuque and Top Grade Excavating of Farley, IA for the Dodds and Sinclair Terminal Contaminated Soil Removal Project at South Terminal Street.

The project will provide for the removal and disposal of approximately 22CY of contaminated soil material. Contaminated soil will be transported and disposed of at the Dubuque Metropolitan Area Solid Waste Agency landfill. The city will be responsible for the associated landfill fees.

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

Attach.
cc: Kerry Bradley, Eng. Dept.

PUBLIC IMPROVEMENT CONTRACT

THIS IMPROVEMENT CONTRACT (the Contract), dated for references purposes the 6th day of August, 2026 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Top Grade Excavating, Inc. (Contractor).

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

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the DODDS AND SINCLAR TERMINAL CONTAMINATED SOIL REMOVAL PROJECT AT SOUTH TERMINAL STREET (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.001 through No.C.102 (06 pages) or drawings consisting of sheets bearing the following general title: All Sheets

          _____

          _____
      12. Addenda (numbers __ to __ , inclusive).
      13. Insurance Provisions and Requirements (Section 00700).
      14. Sales Tax Exemption Certificate (Section 00750).
      15. Site Condition Information (Section 00775).
      16. Construction Schedule and Agreed Cost of Delay (Section 00800).
      17. Erosion Control Certificate (Section 00900).
      18. Consent Decree (Section 01000).

19. Other Project Information and Permits (Sections 01100 - 01200).

20. Exhibits to this Contract (enumerated as follows):
    a. Contractor's Bid (pages 1 to 7 inclusive).
    b. Bidder Status Form (Section 00460).
    c. The following documentation that must be submitted by Contractor prior to Notice of Award.
        i. Contractor Background Information Form (Section 00470/00471)
        ii. _____
        iii. _____

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

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

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

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

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

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

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

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

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

9. Indemnification; Liability for City Damage

   a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

   b. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

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

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

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

13. The City may terminate this Contract with or without cause upon sixty (60) days' written notice delivered to the Contractor.

14. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be in the Iowa District Court for Dubuque County.

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

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

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

18. Legal Compliance.

    a. The Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Contractor's obligations under this Contract, including but not limited to the laws outlined in Exhibit D, and hereby represents and warrants that Contractor is in compliance with the same as of the Effective date and further represents that during the Term Contractor will remain in compliance. Contractor shall require all contractors and subcontractors providing services under this Contract shall also certify compliance with this Section.

    b. When Applicable:

    Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required b the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the duration of the term(s) of this Contract.

19. Federally Assisted Project.

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

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

    ☐ No

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

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

THE CITY AGREES:

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

CONTRACT AMOUNT $5,584.80

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department

By: Michael Van Milligen
Signature

Michael C. Van Milligen
Printed Name

City Manager's Office
Title

08/10/2026
Date

CONTRACTOR:

Top Grade Excavating Inc.
Contractor

By: Ben Kramer
Signature

Ben Kramer
Printed Name

Vice President
Title

08/10/26
Date

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

INSURANCE PROVISIONS
SECTION 00700

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Roofing
Asphalt Paving	Fire Protection	Sanitary Sewers
Concrete	Fireproofing	Sheet Metal
Construction Managers	General Contractors	Site Utilities
Cranes	HVAC	Shoring
Culverts	Mechanical	Special construction
Decking	Paving & Surfacing	Steel
Demolition	Pavement Marking	Storm sewers
Deconstruction	Piles & Caissons	Structural Steel
Earthwork	Plumbing	Trails
Electrical	Retaining Walls	Tunneling
Elevators	Reinforcement	Water main

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

Class C:

Carpet Cleaning	General Cleaning	Power Washing
Carpet	Grass Cutting	Tile & Terrazzo Flooring
Resilient Flooring	Janitorial	Window Washing
Caulking & Sealants	Non Vehicular Snow Removal	
Acoustical Ceiling	Non Vehicular Ice Removal	
Filter Cleaning	Office Furnishings	

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg:

   Project Number: 6052000015-100-67990 EPA Multipurpose Grant

   Project Name: Dodds & Sinclair Terminal Contaminated Soil Removal Project

   Project Location: 100 South Terminal Street, Dubuque, Iowa

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

3. Each Certificate required shall be furnished to the Engineering Department of the City of Dubuque.

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

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

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

7. Whenever an ISO form is referenced, the current edition must be provided.

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

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

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

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

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

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors

INSURANCESCHEDULE 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 generalliability 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 generalliability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
5) Include additional insured endorsement for:

   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities andtheir 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 2037 during the project term and for a period of two years after thecompletion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors

INSURANCESCHEDULE F (continued)

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

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

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form ofthe 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 theCity.

All Class A contractors with contract values in excess of $10,000,000 must haveumbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must haveumbrella/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 umbrellaregardless of the contract value.

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	$4,000,000

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors

INSURANCESCHEDULE F (continued)

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 andtheir board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and noncontributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes _X_ No

Any contract for construction or demolition work on or within fifty feet (50') from the edgeof the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____each occurrence (per limits required by Railroad)

$_____policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to thecertificate of insurance.

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors

INSURANCESCHEDULE F (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 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 purchaseof 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 thoseclaims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as itnow 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 writtenrequest 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 ofthe 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 otherwisechange or alter the coverage available under the policy.

SPECIMEN

==== END OF SECTION 00700 ====

SALES AND USE TAX EXEMPTION CERTIFICATE

SECTION 00750

The City of Dubuque, as a designated exempt entity awarding construction contracts, will issue special exemption certificates to contractors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the Contract free from sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). The special exemption certificate will also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials.

1. These tax exemption certificates and authorization letters are applicable only for the work under the contract. The Contractor and each subcontractor shall comply with said Iowa Code Sales Tax requirements, shall keep records identifying the materials and supplies purchased and verify that they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.

2. Upon award of Contract the City will register the Contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute tax exemption certificates and authorization letters to the Contractor and each subcontractor.

PROJECT INFORMATION REQUIREMENTS FOR STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES FOR CONTRACTORS & SUBCONTRACTORS

Submitting Department: Engineering

Department Contact: Robert Schiesl

Project CIP Number(s): 6052000015-100-67990 EPA Multipurpose Grant

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:	Dodds & Sinclair Terminal Contaminated Soil Removal Project at South Terminal Street
Project Description:	The scope of the Project is as follows: removal and disposal of approximately 22 CY of contaminated soil material. Contaminated soil will be transported and disposed of at the Dubuque Metropolitan Area Solid Waste Agency landfill. The City will be responsible for the associated landfill fees. Excavated site will be backfilled and seeded.
Start Date (Bid Opening Date):	July 30, 2026
Final Completion Date:	August 21, 2026

1. **General Prime Contractor:**	Top Grade Excavating
Contact Name:	Ben Kramer
Complete Address: (Include PO Box and Street Information)	971 9th Ave. NW
City, State, Zip Code	Farley Ia. 52046
Telephone Number:	563-744-3416
Federal I.D. Number: (or Include Social Security Number)	20-0514092
Work Type to be Completed:	Excavation

2. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

3.	**Subcontractor:**	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

4.	**Subcontractor:**	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

5.	**Subcontractor:**	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

6.	**Subcontractor:**	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

==== 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:	
Title:	
Date:	
Pages:	
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:	Eocene Environmental Group
Title:	Dodds Phase I Environmental Site Assessment
Date:	12-18-24
Pages:	786
Download:	Select Link to Access / Download

Prepared by:	Eocene Environmental Group
Title:	Sinclair Phase I Environmental Site Assessment
Date:	12-19-24
Pages:	683
Download:	Select Link to Access / Download

2) Phase II Environmental Site Assessment Study:

Prepared by:	Eocene Environmental Group
Title:	Dodds Phase II Environmental Site Assessment
Date:	5-1-25
Pages:	205
Download:	Select Link to Access / Download

Prepared by:	Eocene Environmental Group
Title:	Sinclair Phase II Environmental Site Assessment
Date:	5-1-25
Pages:	218
Download:	Select Link to Access / 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 on the Project must be commenced within three (3) calendar days after the Notice to Proceed has been issued and shall be fully completed by August 21, 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 08-21-2026

Milestone 2 -

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, **$250.00** 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, **$250.00** 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: 08-10-26

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

Project: Dodds & Sinclair Terminal Contaminated Soil Removal Project at South Terminal Street

Contract No. 6052000015-100-67990 EPA Multipurpose Grant

Description: The scope of the Project is as follows: removal and disposal of approximately 22 CY of contaminated soil material. Contaminated soil will be transported and disposed of at the Dubuque Metropolitan Area Solid Waste Agency landfill. The City will be responsible for the associated landfill fees. Excavated site will be backfilled and seeded.

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: Top Grade Excavating

By: _____
(Authorized Signature)

Vice President
(Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/10/2026

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED TOP GRADE EXCAVATING, INC. PO BOX 356 FARLEY, IA 52046-0356	INSURERS AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: FEDERATED SERVICE INSURANCE COMPANY — 28304 INSURER C: NAVIGATORS SPECIALTY INSURANCE COMPANY — 36056 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 183** **REVISION NUMBER: 0**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	1821682	12/23/2025	12/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP ACC	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	1821682	12/23/2025	12/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	Y	Y	1821632	12/23/2025	12/23/2026	EACH OCCURRENCE AGGREGATE	$11,000,000 $11,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	1821633	12/23/2025	12/23/2026	[X] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	CONTRACTORS POLLUTION LIABILITY	Y	Y	CPLI01672001	12/23/2025	12/23/2026	EACH LIMIT AGGREGATE	$5,000,000 $5,000,000

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

SEE ATTACHED PAGE

CERTIFICATE HOLDER

CITY OF DUBUQUE
50 W 13TH ST
DUBUQUE, IA 52001-4845

183 0

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

Nicholas R. Tower

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		TOP GRADE EXCAVATING, INC. PO BOX 356 FARLEY, IA 52046-0356
POLICY NUMBER SEE CERTIFICATE # 183.0		
CARRIER SEE CERTIFICATE # 183.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 183.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

SECONDARY POLICIY(S)

B	WORKERS COMPENSATION	N/A	Y	1948454	12/23/2025	12/23/2026	WC STATUTORY LIMITS Y OTHER N E.L. EACH ACCIDENT $1,000,000 E.L. DISEASE-EA EMPL $1,000,000 E.L. DISEASE-POL LIMIT $1,000,000

PROJECT NUMBER: 6052000015-100-67990 EPA MULTIPURPOSE GRANT
DODDS & SINCLAIR TERMINAL CONTAMINATED SOIL REMOVAL- 100 SOUTH TERMINAL STREET, DUBUQUE IA
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSUREDS ALSO INCLUDES 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.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE SUBJECT TO THE CONDITIONS OF THE WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 20 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED ENDORSEMENT FOR CONTRACTORS POLLUTION LIABILITY. THE CONTRACTORS POLLUTION LIABILITY COVERAGE CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE WAIVER OF SUBROGATION. INSURANCE PROVIDED BY THE CONTRACTORS POLLUTION LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

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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:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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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 - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Dubuque 50 W 13th St Dubuque, IA 52001-4845	See IL-F-40-00055
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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 or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:
Top Grade Excavating, Inc.
PO Box 356
Farley, IA 52046-0356

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IL-F-40-00055 Extension Endorsement

Any coverage provided by this endorsement applies only to excavation for Project Number: 6052000015-100-67990 EPA Multipurpose Grant, Dodds & Sinclair Terminal Contaminated Soil Removal- 100 South Terminal Street, Dubuque IA.
Subject to the terms and conditions of the policy, Additional Insureds also includes 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Dubuque 50 W 13th St Dubuque, IA 52001-4845	See IL-F-40-00056
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:
Top Grade Excavating, Inc.
PO Box 356
Farley, IA 52046-0356

© Insurance Services Office, Inc., 2018

IL-F-40-00056 Extension Endorsement

Any coverage provided by this endorsement applies only to excavation for Project Number: 6052000015-100-67990 EPA Multipurpose Grant, Dodds & Sinclair Terminal Contaminated Soil Removal- 100 South Terminal Street, Dubuque IA.
Subject to the terms and conditions of the policy, Additional Insureds also includes 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Each construction project as required by written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 12/23/2025 at 12:01 A.M. standard time, forms a part of

Policy No. 1948454

Issued to Top Grade Excavating, Inc.

Issued by Federated Service Insurance Company

Endorsement No. 1

Nicholas R. Zoeve

Authorized Representative

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

This waiver applies to any person or organization for which the Named Insured has agreed by written contract, prior to loss, to furnish this waiver.

If work is performed in Missouri, this waiver does not apply to any construction group of classifications as designated by the Waiver of Our Right to Recover from Others rule in our manual.

This waiver does not apply to the states of Kentucky, New Hampshire, or New Jersey.

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ADDITIONAL INSURED - BLANKET

This endorsement, effective 12:01 a.m., 12/23/2025 forms a part of Policy No. CPLI01672001 issued by Certain Underwriters at Lloyd's, London.

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

In consideration of the premium charged, the insured and the Company agree to the following Policy change(s):

It is hereby understood and agreed that Section III. WHO IS AN INSURED of the above referenced Policy is amended to include the following person(s) or entity(ies):

Any person(s) or entity(ies) for whom you are performing operations when you and such person(s) or entity(ies) have agreed in writing in a contract or agreement that such person(s) or entity(ies) be added as an additional insured on your policy; and any other person(s) or entity(ies) you are required to add as an additional insured under such contract or agreement. Such written contract or written agreement must have been executed and in effect prior to a **LOSS** to which this insurance applies.

But solely as respects their liability arising out of **YOUR WORK** performed during the policy period to which this insurance applies. The coverage provided to the additional insured(s) listed above does not apply to a **CLAIM**, damages, or liability arising out of the sole negligence or acts, errors, or omissions of the entity(ies) listed above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED

PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement, effective 12:01 a.m., 12/23/2025 forms a part of Policy No. CPLI01672001 issued by Certain Underwriters at Lloyd's, London

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

In consideration of the premium charged, the insured and the Company agree to the following Policy change(s):

Section VI. CONDITIONS of the above policy is amended by the following addition to Paragraph N. OTHER INSURANCE:

This policy shall be considered primary and non-contributing to any valid and collectible insurance available to third parties in respect to work performed for them by you under any written contractual agreement which requires that you provide primary insurance

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement, effective 12:01 a.m., 12/23/2025 forms a part of Policy No. CPLI01672001 Issued by Certain Underwriters at Lloyd's, London

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

In consideration of the premium charged, the insured and the Company agree to the following Policy change(s):

Schedule

Name of Person(s) or Organization(s):
Blanket as required by written contract and/or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section VI. CONDITIONS of the above policy is amended by the following addition to Paragraph R. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:

We waive any right of recovery against the person(s) or organization(s) shown in the above Schedule because of payments we make for injury or damage arising out of your ongoing operations or **YOUR WORK** done under a written contract with that person or organization and included in the **PRODUCTS-COMPETED OPERATIONS HAZARD.** This waiver applies only to the person(s) or organization(s) shown in the above Schedule.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED

CITY OF DUBUQUE, IOWA
AND
HILLS AND DALES

FY 2027 SPECIAL SERVICES GRANT PROGRAM AGREEMENT

THIS AGREEMENT, executed on the 1st day of July 2026 is entered into by and between the City of Dubuque, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa (Recipient) and Hills and Dales, with its principal place of business in Dubuque, Iowa (Subrecipient).

WHEREAS, the City Council deems it in the best interests of the City to provide special services funding to support organizations in the city of Dubuque; and

WHEREAS, Recipient wishes to engage Subrecipient to assist Recipient in providing services to a presumed low-and moderate- income population.

NOW THEREFORE, in consideration of the premises and respective covenants, agreements and representations hereinafter set forth, the parties agree as follows:

I. SCOPE OF SERVICES:

a. Subrecipient shall:

i. Provide the services to eligible residents of the City of Dubuque in a manner satisfactory to Recipient and consistent with any standards required as a condition of providing these funds. Such program shall include the following activities similar to those eligible under the Community Development Block Grant Program: Operating costs for the Hills and Dales Lifetime program to provide educational, recreational and social programs to elderly persons.

1. In the event of a conflict between Subrecipient's proposals and the provisions hereto attached, that provision which in the judgment of Recipient provides the greatest benefit to Recipient shall prevail. Failure of Subrecipient to provide any of the services proposed shall be deemed a material breach of this Agreement.

ii. Comply with City Council goals and priorities are attached.

I. City Responsibilities

City designates the City Manager, or the City Manager's designee, to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define City's policies and

provide decisions in a timely manner pertinent to the work covered by this Agreement until Agency has been advised in writing by City that such authority has been revoked.

IV. Project Budget

The total compensation to be paid to Subrecipient by Recipient for the services shall in no event exceed the sum of $25,000 for the program as described in the City of Dubuque's FY27 fiscal year budget.

Recipient may require a more detailed budget breakdown, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Recipient. The Recipient and Subrecipient must approve any amendments to this Agreement in writing.

V. Dates of Commencement and Completion

The services to be provided under this Agreement shall be commenced on July 1, 2026 and shall be completed not later than June 30, 2027.

VI. Agreement Documents and Provisions

Subrecipient shall perform or arrange for the provision of services under this Agreement in the manner and time provided herein.

VII. Payment

a. It is expressly agreed and understood that the total amount to be paid by Recipient to Subrecipient under this Agreement shall not exceed the amount stated in Section III of this Agreement. Such amount shall constitute complete compensation for all services to be rendered, including expenses for the operation of the physical structure and the cost in providing staff to deliver homeless services. Such amount shall be paid upon written request on the Request for Payment form, with proof satisfactory to the recipient of expenses. Drawdowns for payment of eligible expenses are reimbursement only.

b. Payment shall be supported by documentation provided by Subrecipient of costs incurred for services provided pursuant to this Agreement.

c. Payments are be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200, the provisions of which are available in the office of Recipient.

VIII. Insurance.

At the time of execution of this Agreement by Subrecipient, Subrecipient shall provide to Recipient copies of Subrecipient's insurance certificates showing general liability, automobile liability, and workers compensation insurance coverage to the satisfaction of Recipient (attached Insurance Schedule A) for the term of this Agreement.

Reporting.
Organization agrees to submit the final report and remit any unspent grant funds by August 31, 2027. Final reports must include documentation of project expenditures, required match, and activities completed. Details pertaining to match requirements are outlined in the program guidelines. Failure to submit a final report may impact eligibility for receiving future City arts funding.

Audit & Evaluation.

Because the funds provided to Organization by City are public funds, Organization must maintain books, financial records, and accounting in accordance with generally accepted accounting standards and necessary documentation to support all expenditures.

Organization will retain all financial records, reporting documents, and other records for three (3) calendar years after the end of the term of this Agreement.

Organization's funding request application and applicant assurances are incorporated by reference into this Agreement.

X. Termination of Agreement

This Agreement may be terminated by either party by giving the other party a written, ninety (90) day notice of such termination or upon such other terms as may be mutually agreeable.
If, through any cause, Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if Agency shall violate any of the covenants, agreements, or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Agency of such termination not less than five (5) days before the effective date of such termination.

XI. Notices

Communication and details concerning this Agreement shall be directed to the following agreement representatives:

Recipient	Subrecipient
Dan Kroger	Jack Mescher
Recreation Division Manager	Hills and Dales
Parks & Recreation Department	1011 Davis
2200 Bunker Hill Rd.	Dubuque, IA 52001
Dubuque, Iowa 52001	

XII. Assignability

Agency shall not assign this Agreement or any interest in this Agreement without prior written approval of City.

XIII. Civil Rights

During the performance of this Agreement, the grantee, for itself, its officers and employees, agrees to comply with the following non-discrimination statutes and authorities, as applicable, including but not limited to:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 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.);

n) All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1958(H) et. seq.);

o) The Federal Water Pollution Act (33 USC 1368 et. seq.) as amended;

p) Environmental Protection Agency regulations (40 CFR, Part 15);

q) Contract Work Hours and Safety Standards Act (40 USC 327-330); and

r) Department of Labor Regulations (29 CFR, Part 5).

IN WITNESS WHEREOF, the parties have executed this contract with the referenced attachments Exhibit A, B and C as of the date first written above.

Witness:

Adrienne N. Breitfelder

Adrienne Breitfelder, City Clerk

City of Dubuque, Iowa

Michael Van Milligen

Michael C. Van Milligen

Hills and Dales

Jack Mescher, CEO

Agreement
Between the
City And Dubuque
and
Dubuque Forward, LLC
for Design And Installation of Lighting On
Historic Town Clock

This Agreement ("Agreement") is made as of [June 1, 2026] ("Effective Date"), by and between the City of Dubuque, a municipal corporation under the laws of the State of Iowa ("City"), and Dubuque Forward, LLC an Iowa limited liability company ("Dubuque Forward"). City and Dubuque Forward may be referred to individually as a "Party" and collectively as the "Parties."

Whereas, City is the owner of the historic Town Clock located in the 600 block of Main Street together with the supporting structure, appurtenances, and immediately adjacent right-of-way (collectively, the "Town Clock"); and

Whereas, Dubuque Forward desires to design, fund, and cause the installation of an exterior lighting system to illuminate the Town Clock (as more fully defined below, the "Lighting System"), at no cost to City with respect to design, procurement, and installation, in order to enhance the visibility and appreciation of this historic asset; and

Whereas, City is willing to grant Dubuque Forward the right to design, procure, and install the Lighting System on and around the Town Clock, subject to City's review and approval of all design, placement, mounting, attachments, structural and aesthetic impacts, along with shop drawings, subject to compliance with all applicable federal, state, and local laws, including city ordinances and historic preservation requirements; and

Whereas, the Parties desire to allocate responsibilities with respect to permitting, design review, construction, risk allocation, insurance, warranties, training, documentation, and donor recognition in connection with the Lighting System.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms shall have the meanings set forth below:

a. **Additional Insured.** "Additional Insured" means City, its elected and appointed officials, officers, employees, representatives, volunteers, and agents, as their interests may appear, endorsed as additional insureds on the insurance policies required under this Agreement.

b. **Applicable Law.** "Applicable Law" means all applicable federal, state, and local constitutions, statutes, ordinances, codes, regulations, rules, administrative orders, court orders, and lawful directives of any governmental authority having jurisdiction, including without limitation building, electrical, life-safety, and historic preservation requirements.

c. **City Representative.** "City Representative" means the City employee or official designated by City in writing from time to time to administer this Agreement and to act as City's primary point of contact for the Project.

d. **Contractors.** "Contractors" means all contractors, subcontractors, consultants, suppliers, design professionals, and other entities or people engaged by or through Dubuque Forward (directly or indirectly) in connection with the design, permitting, fabrication, installation, testing, commissioning, training, or other work relating to the Project.

e. **Historic Preservation Authorities.** "Historic Preservation Authorities" means any governmental bodies, boards, commissions, or other authorities having jurisdiction over the Town Clock or its surrounding area for purposes of historic landmark or historic district regulations, guidelines, or approvals.

f. **Lighting System.** "Lighting System" means the complete installed system of fixtures, luminaires, lamps, drivers, controls, conduits, cabling, connections, anchors, brackets, hardware, power supplies, sensors, software (if any), and all related appurtenances and components designed to illuminate the Town Clock, together with any programming or control settings installed as part of the Project.

g. **Project.** "Project" means the design, permitting, fabrication, installation, testing, commissioning, and turnover to City of the Lighting System and associated work on or around the Town Clock and within the public right-of-way, including training, delivery of manuals and parts lists, and provision of Replacement Parts, as more fully described in this Agreement and any attachments or exhibits hereto.

h. **Replacement Parts.** "Replacement Parts" means a complete initial set of spare components and consumables for the Lighting System, in kind and quality consistent with the installed equipment, sufficient to permit City to perform ordinary repairs, maintenance, and replacements reasonably anticipated during the Warranty Period, as further specified in Section 8 of this Agreement.

i. **Right-of-Way Permit.** "Right-of-Way Permit" means any and all permits, licenses, approvals, encroachment permits, traffic control permits, or right-of-way occupation permits required by City or other governmental authorities to allow the performance of the Project in or above the public right-of-way.

j. **Warranty Period.** "Warranty Period" means the period of two (2) years commencing on the date of City's written Acceptance of the Project, as defined in Section 6.2.

k. **Work.** "Work" means any and all activities associated with the Project, including design, engineering, permitting, fabrication, shop drawing preparation, submittals, procurement, delivery, installation, testing, commissioning, corrections, warranty work, training, and documentation.

2. Scope Of Project And Grant Of License.

a. Scope of Project. Dubuque Forward shall, at its sole cost and expense (except as expressly provided otherwise in this Agreement):

1. Design the Lighting System in coordination with City's applicable departments and Historic Preservation Authorities;

2. Prepare and submit for City review and approval all design documents, plans, specifications, placement drawings, attachment details, structural impact analyses, and shop drawings as required by this Agreement;

3. Obtain all required Right-of-Way Permits and any other permits or approvals required for the Project under Applicable Law, except those that by law must be applied for solely by City;

4. Engage suitably qualified Contractors to fabricate, install, and commission the Lighting System;

5. Oversee and coordinate the Work of Contractors to ensure completion of the Project in accordance with the approved plans and Applicable Law;

6. Provide training to City personnel on operation and maintenance of the Lighting System;

7. Deliver all operations and maintenance manuals, as-built drawings, parts lists, warranty documents, and other documentation required by this Agreement; and

8. Provide the Replacement Parts to City as set forth in Section 9.

b. **Grant Of License To Use City Property.** Subject to the terms and conditions of this Agreement and to Dubuque Forward's full compliance with Applicable Law and all approvals required hereunder, City hereby grants to Dubuque Forward and it's contractor(s) a nonexclusive, revocable, limited license to enter upon and use the Town Clock, its supporting structure, and the immediately adjacent public right-of-way solely for the purpose of performing the Work and installing the Lighting System, and for performing any warranty work during the Warranty Period. This license does not convey any property interest, easement, or leasehold interest, and shall automatically terminate upon the earliest of (a) completion of the Warranty Period, (b) termination of this Agreement, or (c) City's revocation of the license in accordance with Section 14.

c. **No Compensation From City.** Except as may be expressly provided in a separate written agreement executed by both Parties, City shall have no obligation to reimburse or compensate Dubuque Forward or any Contractor for costs or expenses incurred in connection with the Project or this Agreement. Dubuque Forward shall be solely responsible for securing all funding required to complete the Project.

3. Design, Submittals, And Approvals

a. **Design Responsibilities.** Dubuque Forward shall be solely responsible for the design of the Lighting System, either through its own personnel or through qualified design professionals engaged as Contractors. All design and engineering related to the Project (including structural, electrical, and any other engineering disciplines) shall be performed by people duly licensed and authorized to practice their respective professions under the laws of the State of Iowa, where such licensing is required.

b. **Design Objectives And Constraints.** The Lighting System shall be designed to:

1. Respect and preserve the historic character, materials, and architectural features of the Town Clock;

2. Comply with all Applicable Law, including but not limited to building, electrical, energy, safety, accessibility, and historic preservation requirements;

3. Avoid adverse physical impacts on the structural integrity or weatherproofing of the Town Clock;

4. Minimize light trespass and glare and comply with any applicable dark-sky or lighting ordinances;

5. Permit reasonable access for future maintenance and repairs by City; and

6. Incorporate equipment and components that are readily maintainable and replaceable.

c. **Submittals For City Approval.** Prior to commencement of any on-site Work, Dubuque Forward shall prepare and submit to City, in the format and number of copies reasonably required by City, at a minimum, the following for review and written approval:

1. Conceptual design drawings illustrating the overall Lighting System concept, general fixture types, and lighting effects on the Town Clock;

2. Detailed placement plans showing the exact locations of all fixtures, conduits, junction boxes, mounting brackets, and related equipment relative to the Town Clock and surrounding improvements;

3. Attachment details showing all penetrations, anchors, fasteners, supports, and methods of attachment to the Town Clock or adjacent structures, including materials and corrosion protection;

4. Structural impact analyses, as required by City, demonstrating that the proposed attachments and loads will not adversely affect the structural integrity of the Town Clock or any supporting structures;

5. Electrical one-line diagrams and load calculations, including proposed power sources, circuits, grounding, and protection devices;

6. Shop drawings prepared by manufacturers or fabricators for lighting fixtures, brackets, control panels, and other custom or critical components;

7. Product data sheets and technical specifications for all lighting fixtures, drivers, controls, and major components, including expected service life and maintenance requirements;

8. A proposed construction schedule, including anticipated mobilization, installation, testing, and commissioning dates, and proposed times of day for noisy or disruptive work;

9. A site logistics and safety plan identifying staging areas, equipment access, traffic control, pedestrian protection, and other safety measures; and

10. Any additional information reasonably requested by City in order to evaluate the proposed design and Work.

d. **Historic Preservation Review.** To the extent required by Applicable Law or City policy, Dubuque Forward shall cooperate with City and Historic Preservation Authorities in obtaining all necessary historic preservation approvals for the Lighting System and any donor recognition plaque. Dubuque Forward shall, at City's direction:

    1. Prepare and submit drawings, renderings, specifications, photographs, and other materials required for historic review;

    2. Attend meetings or hearings of Historic Preservation Authorities, as reasonably requested;

    3. Modify the design to address comments or conditions imposed by Historic Preservation Authorities, provided that any material changes shall remain subject to City's written approval; and

    4. Refrain from commencing any on-site Work until all required historic approvals have been obtained in writing and provided to City.

e. **City Review And Approval.** City shall review the submittals reasonably promptly, considering the nature and scope of the Project and City's internal review procedures. City may:

    1. Approve the submittals as submitted;

    2. Approve the submittals subject to stated conditions or required revisions;

    3. Reject the submittals and request resubmission; or

    4. Request additional information reasonably necessary to complete its review.

    No Work (other than non-invasive surveying, measurement, or investigation approved in writing by City) shall be performed on or around the Town Clock until Dubuque Forward has received City's written approval of all submittals reasonably necessary to govern the Work.

f. **Standard Of Review; No Deemed Approval.** City shall have the right to disapprove submittals in City's sole and absolute discretion where, in City's judgment, the proposed design, attachments, or Work:

    1. Do not comply with Applicable Law or applicable codes or standards;

2. May adversely impact the structural integrity, weather resistance, safety, or appearance of the Town Clock; or

3. Are inconsistent with applicable historic preservation guidelines or approvals.

City shall have no obligation to approve any submittal merely because it meets minimum code requirements, and no review or lack of comment by City shall be deemed to constitute approval. There shall be no "deemed approval" by passage of time unless expressly stated in this Agreement.

g. **Effect Of Approval.** City's review and approval of any submittal, plan, or design shall not:

1. Relieve Dubuque Forward or any Contractor of responsibility for errors, omissions, or deficiencies in design, engineering, construction, or compliance with Applicable Law; or

2. Constitute any representation or warranty by City regarding the adequacy, safety, performance, or suitability of the Lighting System.
Dubuque Forward remains solely responsible for the design and performance of the Lighting System.

4. Permits, Right-Of-Way, And Compliance With Law

a. **Permits And Approvals.** Dubuque Forward shall, at its sole cost and expense, obtain, maintain in full force and effect, and comply with all Right-of-Way Permits and all other permits, licenses, inspections, approvals, and authorizations required under Applicable Law in connection with the Project, except those permits which Applicable Law requires be obtained solely by City. City shall reasonably cooperate with Dubuque Forward, at no material cost to City, in obtaining any such permits or approvals that must be issued in City's name.

b. **Right-Of-Way Permit.** Without limiting the generality of Section 4.1, Dubuque Forward shall obtain a Right-of-Way Permit from City (or other appropriate authority) authorizing all work within, on, over, or affecting the public right-of-way in connection with the Project, including but not limited to equipment staging, traffic lane closures, sidewalk closures, and overhead work. Dubuque Forward shall:

1. Comply, and cause its Contractors to comply, with all conditions of the Right-of-Way Permit;

2. Maintain a copy of the Right-of-Way Permit on-site and readily available for inspection at all times during Work in the right-of-way; and

3. Immediately notify City of any notice of violation, suspension, or revocation of any Right-of-Way Permit and take all steps necessary to cure any noncompliance.

c. **Compliance With Law.** Dubuque Forward shall, and shall cause its Contractors to, perform all Work in strict compliance with Applicable Law, including but not limited to:

    1. All building, electrical, and life-safety codes;

    2. Occupational health and safety requirements, including those of the Occupational Safety and Health Administration and any analogous state agency;

    3. Historic preservation, landmark, or design review requirements applicable to the Town Clock and the Project site;

    4. Environmental and hazardous materials regulations; and

    5. Traffic control and public safety requirements, including any applicable City standards for work in the public right-of-way.

d. **Coordination With City Operations.** Dubuque Forward shall coordinate the timing and conduct of the Work with City to minimize disruption to public use of the Town Clock and the surrounding area. Without limiting the foregoing:

    1. Dubuque Forward shall comply with any reasonable restrictions imposed by City regarding work hours, noise levels, and access routes;

    2. Dubuque Forward shall maintain at all times safe pedestrian routes and, as applicable, traffic control devices in accordance with Applicable Law and permit conditions; and

    3. Dubuque Forward shall promptly repair, restore, or cause to be repaired or restored, any damage to City property or right-of-way caused by the Work, to a condition equal to or better than that existing immediately prior to such damage, ordinary wear and tear excepted.

5. Contractors; Insurance Requirements; Certificates Of Insurance

a. **Selection Of Contractors.** Dubuque Forward shall be solely responsible for the selection, engagement, supervision, and payment of all Contractors. All Contractors performing design or construction-related Work shall be properly licensed, bonded, and insured to the extent required by Applicable Law and this Agreement. City shall have no contractual relationship with any Contractor, and nothing in this Agreement shall be construed to create any such relationship.

b. **Insurance Schedule Compliance.** Dubuque Forward shall ensure that it and all Contractors maintain, at their sole cost and expense, insurance coverage in accordance with City of Dubuque Insurance Schedule F, attached as Exhibit A as it may be updated from time to time. Dubuque Forward shall:

    1. Incorporate the requirements of the City Insurance Schedule into its contracts with all Contractors; and

    2. Require that all Contractors maintain such coverage for the duration of their respective work on the Project and, where applicable, through the Warranty Period.

c. **Additional Insured And Other Provisions.** To the extent required by the City Insurance Schedule:

    1. City shall be named as an Additional Insured on all required policies of commercial general liability and, if applicable, umbrella or excess liability insurance carried by Dubuque Forward and its Contractors with respect to liability arising out of the Work or the Project;

    2. Such Additional Insured status shall be provided on a form acceptable to City, providing coverage at least as broad as that afforded to the named insured, including coverage for ongoing and completed operations;

    3. All policies shall be primary and noncontributory with respect to any insurance or self-insurance maintained by City, and any such City coverage shall be excess over the coverage required herein; and

    4. Insurers shall waive any rights of subrogation they may have against City to the extent permitted by law.

d. **Certificates Of Insurance.**

    1. Prior to commencement of any on-site Work, Dubuque Forward shall provide to City certificates of insurance and, upon request, copies of policy endorsements evidencing that Dubuque Forward's own insurance.

    2. Dubuque Forward shall also obtain and keep on file certificates of insurance, and upon City's request provide copies of those certificates and applicable endorsements, evidencing that each Contractor's insurance meets the requirements of this Agreement and the City Insurance Schedule.

    3. City shall have the right, at any time and from time to time during the term of this Agreement and through the Warranty Period, to request updated certificates of insurance for Dubuque Forward and any Contractor, and

Dubuque Forward shall cause such certificates to be delivered to City within five (5) business days after written request.

4. Neither City's failure to request, review, or object to any certificate or policy nor City's receipt of any certificate or policy shall be deemed to be a waiver of any of the insurance requirements in this Agreement or the City Insurance Schedule, nor shall it relieve Dubuque Forward of its obligations to ensure compliance therewith.

e. **Failure To Maintain Insurance.** If Dubuque Forward or any Contractor fails to maintain the insurance required by this Agreement or the City Insurance Schedule, City may, in its sole discretion:

1. Direct Dubuque Forward to cause such coverage to be obtained immediately and to provide evidence thereof to City;

2. Order cessation of some or all Work until evidence of proper coverage is provided;

3. In the case of a Contractor's failure, require Dubuque Forward to replace such Contractor or assume its obligations with respect to insurance; and

4. Treat such failure as a material default under this Agreement, subject to the notice and cure provisions of Section 14.

Under no circumstances shall City be obligated to obtain insurance on behalf of Dubuque Forward or any Contractor.

6. Insurance Obligations Of Dubuque Forward

a. **Dubuque Forward Insurance.** In addition to ensuring that its Contractors maintain insurance as required under Section 5, Dubuque Forward shall itself maintain, at its sole cost and expense, insurance coverages. Such insurance shall include, without limitation:

1. Commercial general liability insurance naming City as Additional Insured with respect to the Project;

2. Workers' compensation insurance and employer's liability insurance, if Dubuque Forward has employees working on the Project, in accordance with Applicable Law;

3. Automobile liability insurance for any owned, hired, or non-owned vehicles used in connection with the Project; and

4. Any other insurance required for entities performing comparable roles in connection with work on City property.

b. **Certificates And Endorsements.** Dubuque Forward shall provide City with certificates of insurance and, upon request, copies of endorsements, evidencing that all required insurance is in force prior to commencement of any Work and shall provide updated certificates upon renewal or replacement of any policy. All policies shall provide that coverage shall not be canceled or materially reduced without at least thirty (30) days' prior written notice to City, to the extent commercially available.

c. **No Waiver.** City's review, approval, or failure to object to any certificate, policy, or endorsement shall not be deemed to be a representation that such coverage is adequate or to waive any of the requirements of this Agreement.

7. Construction, Completion, Inspection, And Acceptance

a. **Performance Of The Work.** Dubuque Forward shall cause the Work to be performed:

1. In a good, safe, skillful, and workmanlike manner;

2. In accordance with the approved design documents and submittals, subject to permitted field adjustments approved by City in writing;

3. In compliance with all conditions of permits and approvals and with Applicable Law; and

4. Using materials and equipment that are new and of good quality, unless otherwise expressly approved in writing by City.

b. **Substantial Completion And Final Acceptance.**

1. When Dubuque Forward believes that the Lighting System has been installed and is ready for use in accordance with the approved design (except for minor punch list items that do not materially impair safe operation or appearance), Dubuque Forward shall provide written notice to City requesting inspection for Substantial Completion.

2. City shall, within a reasonable time after receiving such notice, inspect the Work. City may be accompanied by Dubuque Forward and relevant Contractors.

3. If City determines that the Work is substantially complete, City shall prepare a punch list of any incomplete or deficient items. Dubuque Forward shall

cause correction or completion of all punch list items within a reasonable time agreed by the Parties.

4. When City determines that all punch list items are satisfactorily completed and that the Lighting System operates in accordance with the approved design and Applicable Law, City shall submit the Lighting System for acceptance ("Acceptance") to the City Council. The date stated in such notice shall be the date of Acceptance, and the Warranty Period shall commence on that date.

c. **No Deemed Acceptance.** City's use or operation of the Lighting System prior to issuance of written Acceptance shall not constitute Acceptance, nor shall payment of any amount by any donor, sponsor, or third party be deemed to constitute Acceptance. Acceptance shall occur only by a written notice issued by City.

d. **As-Built Documentation.** As a condition precedent to Acceptance, Dubuque Forward shall deliver to City:

1. As-built drawings showing the final installed locations and configurations of all Lighting System components, including fixtures, conduits, wiring, junction boxes, enclosures, and controls;

2. Any updated schematics or diagrams reflecting deviations from previously approved design documents;

3. A final inventory of all installed equipment with model numbers and serial numbers, where available; and

4. Written certification from Dubuque Forward, or from its design professional or Contractor as appropriate, that the Work has been completed substantially in accordance with the approved design documents and in compliance with Applicable Law.

8. Warranties

a. **Dubuque Forward Warranty.** Dubuque Forward hereby warrants that:

1. It has the full right, power, and authority to enter into this Agreement and to undertake the obligations specified herein;

2. All design, coordination, and oversight services it provides or causes to be provided under this Agreement shall be performed with the degree of professional skill, care, and diligence ordinarily exercised by qualified design professionals and project coordinators experienced in projects of similar type, scope, and complexity; and

3. It will cause all Work performed by Contractors to conform to the approved design documents and Applicable Law.

b. **Contractor Warranties.** Dubuque Forward shall secure from its Contractors, for the benefit of City and enforceable by City, warranties providing at least the following:

    1. That all materials and equipment furnished under the Project will be new (unless otherwise approved in writing by City), of good quality, free from defects in materials and workmanship, and suitable for their intended purpose;

    2. That all construction, installation, and related Work will be performed in a good, safe, skillful, and workmanlike manner and in accordance with the approved design documents; and

    3. That the Lighting System, as installed, will be free from defects in design (to the extent the applicable Contractor has design responsibility), materials, and workmanship during the Warranty Period.

c. **Warranty Period.** Dubuque Forward shall ensure that it and its Contractors provide warranties of not less than two (2) years in duration covering the Work, the Lighting System, and all components thereof, commencing on the date of City's Acceptance. If any Contractor offers a longer warranty period on any component or aspect of the Work, that longer period shall apply to City as a third-party beneficiary.

d. **Scope Of Warranty Coverage.** During the Warranty Period, Dubuque Forward shall, at its sole cost and expense cause to be promptly corrected, repaired, or replaced:

    1. Any portion of the Work or Lighting System, including any component or attachment to the Town Clock, that proves to be defective in materials, workmanship, or (to the extent of Dubuque Forward's or its design professionals' responsibility) design;

    2. Any damage to the Town Clock or other City property caused by such defective Work or by the failure or malfunction of the Lighting System; and

    3. Any other condition caused by the Work that results in noncompliance with Applicable Law or presents a safety hazard.

e. **Exclusions.** The warranties under this Section 8 shall not apply to defects, damage, or failures caused by:

1. Misuse, abuse, or neglect by City or third parties (other than Dubuque Forward or its Contractors);

2. Modifications or repairs performed by people other than Dubuque Forward or its Contractors, unless previously authorized in writing by Dubuque Forward and City;

3. Acts of God, vandalism, or other external events beyond the reasonable control of Dubuque Forward and its Contractors, except to the extent such loss is covered by insurance Dubuque Forward or its Contractors are required to carry; or

4. Normal wear and tear consistent with standard operation and maintenance as described in the manuals provided under Section 10.

Any dispute regarding the applicability of these exclusions shall be resolved in accordance with the dispute resolution procedures of this Agreement.

f. **Warranty Procedures.** During the Warranty Period:

1. City shall notify Dubuque Forward in writing within a reasonable time after discovery of any condition believed to be covered by warranty, describing in reasonable detail the nature of the issue.

2. Dubuque Forward shall acknowledge receipt of such notice within five (5) business days and, within a further reasonable period, dispatch appropriate personnel or Contractors to inspect, diagnose, and, if warranted, correct the condition.

3. Dubuque Forward shall ensure that all warranty work is performed in a manner that minimizes disruption to City's operations and public use of the Town Clock.

4. All corrected or replaced portions of the Work shall themselves be warranted for the remainder of the original Warranty Period or for one (1) year from the date of correction or replacement, whichever is longer.

g. **Non-Exclusive Remedies.** The warranties and obligations set forth in this Section 8 are in addition to, and not in limitation of, any other rights or remedies available to City at law or in equity. Nothing in this Section shall limit City's rights to seek damages or other relief in the event of Dubuque Forward's breach, except to the extent expressly limited elsewhere in this Agreement and permitted by Applicable Law.

9. Replacement Parts

a. **Provision Of Replacement Parts.** At or prior to Acceptance, Dubuque Forward shall deliver to City, at no cost to City, the Replacement Parts for the Lighting System in such amount anticipated to last during the warranty period. Replacement Parts shall:

    1. Consist of spare components and consumables recommended by the manufacturers and design professionals as reasonably necessary to support operation and maintenance of the Lighting System during the Warranty Period;

    2. Include, at a minimum, a reasonable quantity of spare lamps or LED modules (as applicable), drivers, fuses, control modules, critical brackets or fasteners, and any unique or custom-fabricated hardware that would be difficult or time-consuming to procure;

    3. Be new, unused, and in original packaging where practicable; and

    4. Be fully compatible with the installed Lighting System and accompanied by manufacturer labels and documentation sufficient to allow City to order additional parts in the future.

b. **Documentation For Replacement Parts.** Together with the Replacement Parts, Dubuque Forward shall provide City with:

    1. A detailed inventory listing of all Replacement Parts, including part numbers, descriptions, quantities, and associated Lighting System components or locations;

    2. Manufacturer contact information and, if applicable, distributor or supplier information for ordering replacements;

    3. Any manufacturer warranties applicable to the Replacement Parts, with such warranties running to the benefit of City to the extent possible.

c. **Ownership.** Upon delivery, the Replacement Parts shall become the sole property of City. City shall be responsible for the storage, security, and eventual use of such Replacement Parts, subject to warranty-related replacement obligations of Dubuque Forward under Section 8.

10. Training, Manuals, And Parts Lists

a. **Operations And Maintenance Manuals.** On or before Acceptance, Dubuque Forward shall deliver to City any comprehensive operations and maintenance manuals for the Lighting System in Dubuque Forward’s possession or accessible by Dubuque Forward, in both electronic and hard-copy forms if reasonably requested and available, which shall include, at a minimum:

1. A general description of system, including design intent and performance objectives;

2. Operating instructions for all controls, timers, dimmers, scenes, and any software-based programming, including step-by-step procedures for changing basic settings;

3. Routine maintenance procedures, including recommended inspection intervals, cleaning methods, and replacement procedures for consumable parts;

4. Troubleshooting guides for common faults, indicators, and alarms;

5. Safety precautions and warnings for operation and maintenance activities;

6. Manufacturer manuals and data sheets for all major system components; and

7. Contact information for manufacturers, suppliers, and, where applicable, technical support resources.

b. **As-Built Parts Lists.** Dubuque Forward shall provide a consolidated, system-wide list of parts that includes:

    1. Each distinct component or part used in the Lighting System (by manufacturer, model number, and description);

    2. The quantity of each component installed;

    3. Location references keyed to the as-built drawings; and

    4. Any recommended or compatible substitute parts, if available.

c. **Training Of City Personnel.** Dubuque Forward shall, at its sole cost and expense, provide training to City personnel regarding the operation and maintenance of the Lighting System. Such training shall:

    1. Be provided prior to or promptly following Acceptance, at dates and times mutually agreed by the Parties;

    2. Be conducted on-site at the Town Clock and/or at such other City location as the Parties may agree;

3. Be of sufficient duration and depth to enable reasonably skilled City personnel to operate the Lighting System, perform routine maintenance, replace common parts, and identify conditions requiring specialized service;

4. Include a combination of classroom-style instruction (if appropriate) and hands-on demonstrations at the actual equipment and controls;

5. Be documented in attendance logs or sign-in sheets, with copies provided to City; and

6. Include an opportunity for City personnel to ask questions and receive clear, practical answers.

d. **Follow-Up Support.** For a period of at least ninety (90) days after completion of the training, Dubuque Forward shall make knowledgeable personnel reasonably available, by telephone or email, during normal business hours, to answer City questions regarding operation and routine maintenance of the Lighting System, at no cost to City.

11. Donor Recognition Plaque

a. **City Obligation To Provide Donor Recognition Plaque.** Subject to compliance with Applicable Law and with applicable historic preservation regulations and approvals, City shall ensure that a donor recognition plaque or comparable donor acknowledgment (the "Plaque") is installed in the vicinity of the Town Clock in recognition of Dubuque Forward's role in funding and facilitating the Lighting System.

b. **Content And Design.** The general content and design parameters for the Plaque shall be:

1. The Plaque shall acknowledge Dubuque Forward and, if so requested by Dubuque Forward and approved by City, may also acknowledge specific donors or sponsoring entities, subject to City's policies on donor recognition;

2. The Plaques text, size, material, finish, typography, and style shall be compatible with the historic character of the Town Clock and the surrounding area;

3. The exact text and design of the Plaque shall be subject to the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed, taking into account historic preservation constraints.

c. **Location And Installation.**

1. The Plaque shall be located in the general vicinity of the Town Clock in a manner visible to the public yet consistent with preservation guidelines and site constraints;

2. The precise placement shall be determined by City, after consultation with Dubuque Forward and, if required, with Historic Preservation Authorities;

3. If installation of the Plaque in the immediate vicinity of the Town Clock is prohibited or materially restricted by Historic Preservation Authorities, City and Dubuque Forward shall cooperate in good faith to identify an alternate location for donor recognition that is reasonably satisfactory to both Parties and consistent with Applicable Law.

d. **Approvals And Fabrication.** City shall be responsible for:

1. Obtaining any approvals required from Historic Preservation Authorities or other governmental bodies specifically related to the Plaque;

2. Coordinating the design, fabrication, and installation of the Plaque, either using City resources or third-party vendors, after consultation with Dubuque Forward; and

3. Determining, in its discretion, whether City or Dubuque Forward will pay the direct costs of Plaque fabrication and installation, provided that any such costs borne by Dubuque Forward shall be voluntary and subject to Dubuque Forward’s written agreement.

e. **Duration Of Recognition.** Unless otherwise required by Applicable Law, City policy, or Historic Preservation Authorities, it is City's intent that the donor recognition afforded by the Plaque remain in place for the reasonably useful life of the Lighting System or such other period as City may establish in accordance with its then-applicable donor recognition and historic preservation policies.

12. Ownership; Operation; Maintenance

a. **Ownership Of Town Clock And Lighting System.** City is and shall remain the sole owner of the Town Clock. Upon Acceptance, the installed Lighting System, including all fixtures, conduits, brackets, controls, and associated hardware affixed to City property, shall become the property of City. Dubuque Forward shall have no ownership interest in the Town Clock or the Lighting System after Acceptance.

b. **Operation And Maintenance After Acceptance.** Except as otherwise expressly provided in this Agreement with respect to warranty obligations:

1. City shall be responsible for the routine operation, monitoring, and maintenance of the Lighting System after Acceptance;

2. City shall bear ongoing utility costs and any costs of repairs or replacements not covered by Dubuque Forwards warranties or applicable insurance; and

3. Dubuque Forward shall have no obligation to operate the Lighting System or to fund ongoing repairs or replacements beyond its express warranty and indemnity obligations under this Agreement.

c. **No Ongoing Operating Rights.** Following Acceptance (and except as necessary to perform warranty work or as otherwise approved in writing by City), Dubuque Forward shall have no right to access City property to operate or modify the Lighting System without City's prior written consent.

13. Indemnification; Hold Harmless

a. **Dubuque Forward Indemnification.** To the fullest extent permitted by Applicable Law, Dubuque Forward shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless City and City's elected and appointed officials, officers, employees, representatives, volunteers, and agents (collectively, the "City Indemnitees") from and against any and all claims, demands, actions, suits, causes of action, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") arising out of or related to:

1. The Work or the Project, including the acts or omissions of Dubuque Forward or any Contractor in connection therewith;

2. Bodily injury (including death) or property damage occurring in connection with the performance of the Work;

3. Any failure of Dubuque Forward or its Contractors to comply with this Agreement, any permit condition, or Applicable Law; or

4. Any lien or encumbrance asserted by any Contractor or supplier of Dubuque Forward in connection with the Project.

This obligation shall apply regardless of whether the Claim is asserted by a Contractor, its employee, a third party, or any other person or entity.

b. **Limitations Consistent With Applicable Law.** The indemnification obligations in Section 13(a) are not intended to, and shall not, require Dubuque Forward to indemnify or hold harmless any City Indemnitee to the limited extent that a Claim is finally determined by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of such City Indemnitee, if and to the extent such indemnification is prohibited by Applicable Law. However, to the maximum extent allowed by Applicable Law, Dubuque Forward's indemnity

obligations shall apply to Claims that are caused in whole or in part by the concurrent negligence or fault of Dubuque Forward or its Contractors and any City Indemnitee.

c. **Defense And Cooperation.** With respect to any Claim that is subject to Dubuque Forward's duty to indemnify:

    1. City shall promptly notify Dubuque Forward in writing of such Claim, provided that failure to give prompt notice shall not relieve Dubuque Forward of its obligations except to the extent Dubuque Forward is materially prejudiced thereby;

    2. Dubuque Forward shall assume and diligently conduct the defense of such Claim at its sole cost and expense, subject to City's right to approve counsel selected by Dubuque Forward, which approval shall not be unreasonably withheld, conditioned, or delayed; and

    3. City shall cooperate reasonably with Dubuque Forward, at Dubuque Forward's expense (except for the value of City staff time), in the defense of such Claim and may, at its own expense, participate in such defense with counsel of its choosing.

d. **Settlement.** Dubuque Forward shall not settle any Claim in a manner that (a) imposes any liability, obligation, or restriction on City (other than the payment of sums fully indemnified and funded by Dubuque Forward), (b) admits fault or wrongdoing on the part of City, or (c) grants any non-monetary relief affecting City property or operations, without City's prior written consent, which may be given or withheld in City's sole discretion.

e. **Survival.** The obligations of Dubuque Forward under this Section 13 shall survive expiration or termination of this Agreement and completion of the Project.

14. Term; Default; Termination

a. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until the later of:

    1. Completion of the Project and expiration of the Warranty Period; or

    2. The date on which all obligations that by their nature are intended to survive (including indemnity and insurance obligations) have been satisfied, unless earlier terminated in accordance with this Section 14.

b. **Dubuque Forward Default.** The occurrence of any of the following shall constitute an event of default by Dubuque Forward:

1. Failure to commence or diligently pursue the Work within a reasonable period after Effective Date or after issuance of required permits, without justification acceptable to City;

2. Failure to perform the Work or to comply with any material term, covenant, or condition of this Agreement, including failure to maintain required insurance, obtain required permits, or comply with Applicable Law, which failure remains uncured after written notice from City and expiration of the applicable cure period;

3. Abandonment of the Project, evidenced by cessation of Work for an unreasonable period without City's consent;

4. Insolvency, bankruptcy filing, appointment of a receiver, or general assignment for the benefit of creditors by Dubuque Forward; or

5. Any representation or warranty of Dubuque Forward in this Agreement proving to have been materially false or misleading when made and not cured or corrected within a reasonable time after written notice.

c. **Notice And Cure.** Except where immediate action is required by City to protect public health, safety, or property:

    1. City shall provide Dubuque Forward with written notice specifying the nature of any alleged default;

    2. Dubuque Forward shall have [thirty (30)] days from receipt of such notice to cure the default, or, if such default cannot reasonably be cured within thirty (30) days, to commence cure within such period and thereafter diligently pursue cure to completion; and

    3. If Dubuque Forward fails to cure the default within the applicable cure period, City may exercise its remedies under this Agreement.

d. **City Remedies.** In the event of Dubuque Forward default not timely cured, City may, in addition to any other rights or remedies available at law or in equity:

    1. Suspend Dubuque Forward's right to perform Work on City property pending cure;

    2. Terminate this Agreement in whole or in part upon written notice to Dubuque Forward;

    3. Enter upon City property and, without obligation to do so, complete or correct the Work, at Dubuque Forward's cost and expense, using its own

forces or third-party contractors, and Dubuque Forward shall reimburse City for all reasonable costs so incurred;

4. Prohibit Dubuque Forward and its Contractors from further access to the Town Clock or City property, except as may be necessary for safety or for removal of equipment as directed by City; and

5. Exercise any other rights or remedies available under Applicable Law.

e. **Termination For Convenience By City.** City may, at any time and in its sole discretion, terminate this Agreement, in whole or in part, for convenience upon sixty (60) days' prior written notice to Dubuque Forward. In such event:

1. Dubuque Forward shall promptly, upon the date of termination, cease all Work on City property (except as otherwise directed by City for safe demobilization);

2. Dubuque Forward shall remove, at its sole cost and expense, any materials, equipment, or partially installed components as directed by City and shall restore affected areas of City property to a condition reasonably acceptable to City; and

3. Neither Party shall have any further obligation to the other with respect to work not yet performed, except for obligations that expressly survive termination (including indemnification and insurance obligations) and except that Dubuque Forward shall retain ownership of any off-site materials or equipment it has acquired.

f. **Termination By Dubuque Forward.** Dubuque Forward may terminate this Agreement upon sixty (60) days' prior written notice to City if:

1. Any required governmental or historic preservation approval necessary for the Project is denied or conditioned in a manner that, in Dubuque Forward's reasonable judgment, renders the Project infeasible;

2. City materially breaches this Agreement and fails to cure such breach within [sixty (60)] days (or such longer period as may be reasonably necessary to cure) after written notice from Dubuque Forward; or

3. Dubuque Forward, after diligent efforts, is unable to secure sufficient funding to complete the Project.

Upon such termination, Dubuque Forward shall, at City's direction, remove from City property any materials or equipment it has brought to the site (unless City elects in writing to retain any such materials or equipment), and restore affected

areas of City property to a condition reasonably acceptable to City, all at Dubuque Forward's cost and expense.

g. **Effect Of Termination.** Upon any termination of this Agreement:

1. All rights and licenses granted to Dubuque Forward hereunder shall immediately terminate;

2. Dubuque Forward's access to City property shall cease, except as may be reasonably necessary to remove its property and restore the site as directed by City;

3. The provisions of this Agreement that by their nature should survive termination (including but not limited to indemnification, insurance, warranties already given, ownership, and dispute resolution) shall survive; and

4. Termination shall be without prejudice to any claims for breach or other rights of the Parties that accrued prior to the effective date of termination.

16. Dispute Resolution

a. **Good Faith Negotiations.** In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the Project, or the Lighting System, the Parties shall first attempt in good faith to resolve the matter through informal discussions between designated representatives.

b. **Escalation.** If the dispute is not resolved within thirty (30) days after written notice of the dispute by one Party to the other, the Parties shall escalate the matter to senior representatives with decision-making authority who shall meet and confer in good faith in an effort to resolve the dispute.

c. **Mediation (Optional).** If the dispute remains unresolved after escalation, the Parties may mutually agree in writing to submit the dispute to non-binding mediation before a mediator acceptable to both Parties, with the costs of mediation shared equally, except that each Party shall bear its own attorneys' fees.

d. **Reservation Of Rights.** Nothing in this Section 16 shall prevent either Party from seeking interim or provisional relief from a court of competent jurisdiction, including injunctive relief, where necessary to protect its rights or property.

17. Governing Law; Venue

a. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws rules.

b. **Venue.** Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the Iowa District Court in and for Dubuque County. The Parties hereby submit to the personal jurisdiction of such courts and waive any objection based on forum non conveniens.

18. Notices

a. **Form Of Notice.** All notices, requests, demands, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when:

1. Personally delivered to the recipient;

2. Sent by a nationally recognized overnight courier service, delivery charges prepaid, with evidence of delivery;

3. Mailed by certified or registered mail, postage prepaid, return receipt requested; or

4. Sent by email with confirmation of transmission, provided that a hard copy is delivered by one of the foregoing methods within [five (5)] business days thereafter.

b. **Addresses For Notice.** Notices shall be sent to the Parties at the following addresses, or to such other address as a Party may designate by notice in accordance with this Section:

For City:

City of Dubuque
Attn: Robert Schiesl, Assistant City Engineer
City Hall
50 W 13th Street
Dubuque, IA 52001
bschiesl@cityofdubuque.org

With a copy to (which shall not constitute notice):

City Attorney's Office
Attn: Crenna Brumwell
300 Main Street, Suite 330

Dubuque, IA 52001
cbrumwel@cityofdubuque.org

For Dubuque Forward, LLC:

Dubuque Forward, LLC
Andrew J. Butler
Executive Chairman, Cottingham & Butler, Inc.
800 Main Street
Dubuque, IA 52001
abutler@cottinghambutler.com

With a copy to (which shall not constitute notice):

Carolyn Bonifas Kelly
Downtown Strategy & Partnerships Director
Dubuque Forward
900 Jackson St, Ste 112 | Dubuque, IA 52001
director@dubuqueforward.com

c. **Effective Date Of Notice.** Notice shall be deemed effective on the date of receipt (or refusal of delivery) as evidenced by the delivery receipt, tracking information, or, in the case of personal delivery, by written acknowledgment.

19. Independent Status; No Third-Party Beneficiaries

a. **Independent Status.** Dubuque Forward and its Contractors are independent entities and are not agents, employees, or partners of City. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, or employment relationship between City and Dubuque Forward or any Contractor. Dubuque Forward has no authority to bind City to any contract or obligation.

b. **No Third-Party Beneficiaries.** Except as expressly provided with respect to City Indemnitees (who shall be third-party beneficiaries of the indemnity provisions) and as may apply with respect to Contractor warranties granted for the benefit of City, this Agreement is intended solely for the benefit of the Parties and does not confer any rights or remedies on any other person or entity.

20. Records; Audit

a. **Recordkeeping.** Dubuque Forward shall maintain accurate and complete books and records relating to the Project, including contracts with Contractors, insurance certificates, permits, approvals, and warranties, for a period of not less than three (3) years after expiration of the Warranty Period.

b. **City Access.** Upon reasonable prior notice and during normal business hours, City shall have the right to inspect and copy such records to the extent reasonably necessary to verify compliance with this Agreement.

21. Miscellaneous

a. **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, and understandings, whether written or oral, relating to such subject matter.

b. **Amendments.** This Agreement may be amended, modified, or supplemented only by a written instrument executed by duly authorized representatives of both Parties.

c. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect, provided that the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

d. **Waiver.** No waiver by either Party of any breach or default under this Agreement shall be deemed to be a waiver of any other breach or default or of any subsequent breach or default, whether of the same or a different nature. Any waiver must be in writing and signed by an authorized representative of the Party granting the waiver.

e. **Assignment.** Dubuque Forward shall not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law, or otherwise, without the prior written consent of City, which City may grant or withhold in its sole discretion. Any attempted assignment in violation of this Section shall be null and void. City may assign this Agreement to any successor entity or governmental body that assumes City's ownership or control of the Town Clock.

f. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile, email (in portable document format), or other electronic means shall be deemed original signatures for all purposes.

g. **Headings.** The section and subsection headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

h. **Time Of The Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, particularly with respect to compliance with permit conditions and the performance of warranty work.

i. **No Publicity Without Consent.** Dubuque Forward shall not issue press releases or public announcements specifically referencing this Agreement or the Project in a manner implying City's endorsement of Dubuque Forward or any product, without City's prior written consent, except as may be reasonably necessary to recognize donors or to comply with legal disclosure requirements. Nothing in this Section shall prevent City from providing public information regarding the Project in the ordinary course of its governmental functions.

j. **Force Majeure.** Dubuque Forward and its contractors and subcontractors will not be liable for delays or failure to perform its obligations under this Agreement if such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, fire, flood, severe weather, labor disputes, shortages of materials or utilities, supply-chain disruptions, governmental orders, epidemics, pandemics, or other similar events ("Force Majeure Events"). If any such Force Majeure Event occurs, Dubuque Forward and its contractors and subcontractors shall use reasonable efforts to resume performance as soon as practicable. The time for performance shall be extended for the duration of the Force Majeure Event, and Dubuque Forward will not be deemed in breach or default of this Agreement while the Force Majeure Event is ongoing.

22. Approvals And Execution

a. **Authority.** Each Party represents and warrants that the person signing this Agreement on its behalf has been duly authorized by all necessary corporate or governmental action to execute and deliver this Agreement and to bind such Party to its terms.

b. **Conditions Precedent.** The effectiveness of this Agreement may be conditioned upon such approvals by City's governing body and such reviews by City officials as are required by Applicable Law or City policy. This Agreement shall not be effective until all such required approvals have been obtained.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

CITY OF DUBUQUE

By: Michael Van Milligen

Name: Michael C. Van Milligen

Title: City Manager

Date: 08/10/2026

DUBUQUE FORWARD

By: Andrew J. Butler

Name: Andrew J. Butler

Title: Founder

Date: 7-28-26

EXHIBIT A
City of Dubuque Insurance Schedule F

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub-Subcontractors

INSURANCE - SCHEDULE F

CLASS A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special Construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm Sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water Main
Elevators	Roofing	

CLASS B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Painting & Wall Covering	Tank Coating
Fertilizer Application	Pest Control	Tree Removal
Geotech Boring	Scaffolding	Tree Trimming
Insulation	Sidewalks	Tuckpointing
Finish Carpentry	Plastering	Vehicular Snow Removal
		Waterproofing
		Well Drilling

CLASS C:

Carpet Cleaning	General Cleaning	Power Washing
Carpet & Resilient Flooring	Grass Cutting	Tile & Terrazzo Flooring
Caulking & Sealants	Janitorial	Window Washing
Acoustical Ceiling	Non-Vehicular Snow & Ice Removal	
Filter Cleaning	Office Furnishings	

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 _____.

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: _____ Department, City of Dubuque, _____ Dubuque, IA _____.

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 _____ 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.

CITY OF DUBUQUE INSURANCE SCHEDULE F

(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)

Copyrighted
August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 12.

ITEM TITLE:	Public Improvement Contracts with Performance, Payment, and Maintenance Bonds
SUMMARY:	Black Hawk Roof Company, Inc. for the Municipal Services Center Roof Replacement Project; Gansen Excavating, Inc. for Historic Millwork Outdoor Community Space Parking; Globalcom Technologies for City Facility Security Upgrade - City Hall Acre-Feenics Installation.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. 26_08_05 MSC Roof and HVAC Replacement Public Improvement Contract (
2. 26_08_07 Request to Sign Contract Millwork Outdoor Community Spac
3. 26_08_06 Globalcom City Hall Feenics Installation

PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

THIS IMPROVEMENT CONTRACT (the Contract), dated for reference purposes the 4th day of August, 2026 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Black Hawk Roof Company Inc. (Contractor).

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

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the Municipal Services Center Roof Replacement (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 (00600)
      5. Out-of-State Contractor Bond (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 Project Contract Document Manual.
      10. Special Provisions included in the project Contract Document Manual.
      11. Drawings –All pages or drawings consisting of sheets bearing the following general title:
          Municipal Services Center Roof Replacement
      12. Addenda (numbers __ to __ , inclusive).
      13. Insurance Provisions and Requirements (Section 00700)
      14. Sales Tax Exemption Certificate (Section 00750)
      15. Site Condition Information (00775)
      16. Construction Schedule and Agreed Cost of Delay (Section 00800)
      17. Consent Decree (Section 01000)

18. Other Project Information and Permits

19. Exhibits to this Contract (enumerated as follows):
    a. Contractor's Bid (pages ____ to ____ inclusive).

    b. Bidder Status Form (Section 00460)

    c. The following documentation that must be submitted by Contractor prior to Notice of Award:

        i. Contractor Background Information Form (Section 00470)

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

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. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).

C. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

D. 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 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).

CONSENT DECREE
RELATING TO THE PROJECT

20. ☐ 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.

_____ CITY _____ CONTRACTOR

☒ 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 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 Number 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 is included in the Contract Documents and can be viewed at http://www.cityofdubuque.org/DocumentCenter/Home/View/3173. A hard copy is available upon request at the City's Engineering Department Office.

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 (5) years after the termination of the Consent Decree, the City must retain, and must 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 period, upon request by the United States or the State, the City must 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 must 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 must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, 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 Number 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.

4. The Contractor 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 failure to comply with the Consent Decree.

CONTRACTOR:

Black Hawk Roof Company Inc.
Contractor

By: Mike Kerker
Signature

Mike Kerker
Printed Name

Sr Project Manager
Title

8/4/26
Date

THE CITY AGREES:

21. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT $ 2,827,000.00

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department

By: _____
Signature

Michael Van Milligen
Printed Name

City Manager
Title

08/05/2026
Date

CONTRACTOR:

Black Hawk Roof Company Inc.
Contractor

By: _____
Signature

Mike Kerker
Printed Name

Sr Project Manager
Title

8/4/26
Date

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

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PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Black Hawk Roof Company Inc. 2843 Geraldine Rd, Waterloo IA 50703, as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual) - A Corporation 6700 Westown Parkway West Des Moines IA 50266, 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 Eight Hundred Twenty Seven Thousand Dollars and Zero Cents dollars ($ 2,827,000.00), 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 21st 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 Municipal Services Center Roof Replacement Project detail the following described improvements:

The project consists of a full roof tear off down to the existing roof deck, and the installation of new roof insulation, cover board, and single ply roofing membrane on the roof areas identified in the Contract Documents. Existing metal counterflashings and mechanical curb flashings will be removed and replaced. Existing roof edge fasica will be removed and reinstalled. In addition, existing mechanical units will be removed and replaced, and new mechanical units will be placed on the roof above the maintenance bay to provide cooling for that space.

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

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

2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is

given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. 2500603 Municipal Services Center Roof Replacement

Witness our hands, in triplicate, this 26th day of July, 2026.

SURETY COUNTERSIGNED BY:

Signature of Agent

Chelsea Salger
Printed Name of Agent

5500 Fountains Dr NE Suite 201
Company Address

Cedar Rapids, IA 52411
City, State, Zip Code

319-365-8611
Company Telephone Number

PRINCIPAL:

Black Hawk Roof Company Inc.
Contractor

By: _____
Signature

Mike Kerker
Printed Name

_____
Title

FORM APPROVED BY:

_____
Representative for Owner

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Rachel Franks
Printed Name of Attorney-in-Fact Officer

Merchants Bonding Company (Mutual)
Company Name

A Corporation - 6700 Westown Parkway
Company Address

West Des Moines IA 50266
City, State, Zip Code

800-678-8171
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,

Andrew J Scanlon; Ashley Jacobsen; Cassandra J Daley; Chandler Lamm; Glenda R Tibben; Kassonia Docker; Kevin S Mease; Lori A Frerichs; Megan Kuker; Rachel Franks

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 o 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 16th day of September , 2025 .

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 16th day of September 2025 , 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

*Not*ary 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 26th day of July , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

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 # CIP 5429900021 Project Name: Municipal Services Center Roof Replacement or Project Location at 925 Kerper Ct, Dubuque, IA 52001 or construction of Municipal Services Center Roof Replacement..

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: Public Works Department, City of Dubuque, 925 Kerper Ct Dubuque, IA 52001.

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.

CITY OF DUBUQUE INSURANCE SCHEDULE F

(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)

SALES AND USE TAX EXEMPTION CERTIFICATE

SECTION 00750

The City of Dubuque, as a designated exempt entity awarding construction contracts, will issue special exemption certificates to contractors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the Contract free from sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). The special exemption certificate will also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials.

1. These tax exemption certificates and authorization letters are applicable only for the work under the contract. The Contractor and each subcontractor shall comply with said Iowa Code Sales Tax requirements, shall keep records identifying the materials and supplies purchased and verify that they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.

2. Upon award of Contract the City will register the Contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute tax exemption certificates and authorization letters to the Contractor and each subcontractor.

PROJECT INFORMATION REQUIREMENTS FOR STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES FOR CONTRACTORS & SUBCONTRACTORS

Submitting Department: Public Works Department

Department Contact: Max O'Brien

Project CIP Number(s): 5429900021

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:	Municipal Services Center Roof Replacement Project

Project Description:	In general, the Project consists of a full roof tear off down to the existing roof deck, and the installation of roof insulation, cover board, and single ply roofing membrane on the roof areas identified in the Contract Documents. Existing metal counterflashings, mechanical curb flashings, roof edge fascia, and overflow scuppers will be removed and replaced. Existing mechanical units will be removed and replaced, and new mechanical units will be added on the roof above the Maintenance Bay to provide cooling for that space. Additional mechanical work includes gas detection system and controls, and destratification fans added to the Maintenance Bay, locker room exhaust rework, and an exhaust snorkel and fan added in the Sign Shop. Minor work to existing ductwork, electrical, fire alarm, sprinkler lines, and controls is anticipated.

Start Date (Bid Opening Date):	July 9, 2026

Final Completion Date:	February 5, 2027

1. **General Prime Contractor:**	Black Hawk Roof Company Inc.
Contact Name:	Mike Kerker
Complete Address: (Include PO Box and Street Information)	2843 Geraldine Rd
City, State, Zip Code	Waterloo, IA 50703
Telephone Number:	319-277-9355
Federal I.D. Number: (or Include Social Security Number)	42-1405570
Work Type to be Completed:	Roofing and Sheet Metal

2. Subcontractor:	Giese Sheet Metal Co Inc
Complete Address: (Include PO Box and Street Information)	2125 Kerper Blvd
City, State, Zip Code	Dubuque, IA
Telephone Number:	52001
Federal I.D. Number: (or Include Social Security Number)	563-690-4461 42-0869875
Work Type to be Completed:	HVAC

3. Subcontractor:	Paulson Electric
Complete Address: (Include PO Box and Street Information)	685 Century Drive
City, State, Zip Code	Dubuque, IA 52002
Telephone Number:	563-588-2373
Federal I.D. Number: (or Include Social Security Number)	42-0936422
Work Type to be Completed:	Electric

4. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

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SITE CONDITION INFORMATION

SECTION 00775

250.1 SUBSURFACE CONDITIONS – NOT APPLICABLE

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 prepared by _____

Title: _____

Date: _____

Pages: 1 - _____

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.

250.2 PHYSICAL CONDITIONS – NOT APPLICABLE

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 _____

Title: _____

Date: _____

Pages: 1 - _____

2) Sanborn Fire Insurance Map: _____

NONE OF THE CONTENT OF SUCH DRAWINGS INCLUDE TECHNICAL DATA ON WHICH THE CONTRACTOR MAY RELY.

250.3 HAZARDOUS ENVIRONMENTAL CONDITIONS – NOT APPLICABLE

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: _____

2) Phase II Environmental Site Assessment Study prepared by _____

Title: _____

Date: _____

3) Soil and Groundwater Management Plan prepared by _____

Title: _____

Date: _____

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 Substantially Complete by January 8, 2027 and Finally Complete by February 5, 2027.

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 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 Final Completion date the contractor will be assessed and shall pay, $750.00 per calendar, not as a penalty but as predetermined and Agreed Cost of Delay until Final Completion 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 date 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 – Not Applicable

SECTION 00900

Dated: _____

City: DUBUQUE IOWA
Address: _____
_____

Project: Municipal Services Center Roof Replacement
Contract No. _____
Description: _____

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: Black Hawk Roof Company Inc.

By: Mike Kerker
(Authorized Signature)

Sr Project Manager
(Title)

==== END OF SECTION 00900 ====

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CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER POLLUTION CONTROL PLANT
AND
SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER POLLUTION CONTROL PLANT OR THE SEWER COLLECTION 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
https://www.cityofdubuque.org/DocumentCenter/View/45550/ConsentDecreeFinal-2?bidId=
A paper copy is available upon request.

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.

NOT APPLICABLE

Certification by Contractor or Consultant

The undersigned, on behalf of the Contractor or Consultant, with full authority to act on behalf of the Contractor or Consultant, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents, reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

The Contractor or Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant: _____

By:_____

Its _____

Date: _____

Return signed copy to:

Maxwell O'Brien, PE
Public Works Department
50 W 13th Street
Dubuque, IA 52001
mobrien@cityofdubuque.org

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: August 7, 2026

RE: Request to Sign Contract – Historic Millwork Outdoor Community Space Parking Project

Attached is the short Form Public Improvement Contract between the City of Dubuque and Gansen Excavating of Dubuque, IA for the Historic Millwork Outdoor Community Space Parking Project.

The city received three bids for the project and are as follows:

Gansen Excavating	$36,050.00
Offset Construction	$38,412.00
Smith Dirt Works	$41,843.90

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
(address)
Dubuque, IA 52001
Phone # 563-589-4270

CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN $100,000.00

Check Appropriate Box
☐ Estimate under $25,000.00
☑ Estimate between $25,000.00 and $99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Gansen Excavating, Inc (Contractor) at
(Contractor Name)
12198 Skyline Rd , Dubuque, IA 52003 dated 7th day of August 2026.
(Contractor's Address - City and State)

PROJECT TITLE: Historic Millwork Outdoor Community Space Parking

(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:

Millwork parking lot demo, grading and site preparation for irrigation and sodding, to be completed by others.
Work shall be completed to project bid specifications.

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

SW corner of E 10th St. and Elm 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 11, 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.

    <u>When Applicable:</u>

    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: $ 36,050.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 08/09/2026
Date

CONTRACTOR:

Gansen Excavating, Inc
Company Name

By: Richard Gansen Digitally signed by Richard Gansen Date: 2026.08.07 14:06:07 -05'00' 8/7/2026
Signature Date

Richard Gansen
Printed Name

President
Title

Bond No.
101966572

EXHIBIT B

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Gansen Excavating Inc, as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), 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 Thirty-six thousand and fifty dollars ($36,050), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 7th day of August, 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 Historic Millwork Outdoor Community Space Parking Project detail the following described improvements:

INSERT PROJECT DESCRIPTION
(Use description from Notice to Bidders)

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

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

2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference

is made a part hereof as though fully set out herein.

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

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

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

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

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

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

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

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

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

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

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

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

will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Project No. _____

Witness our hands, this 7th day of August, 2026

SURETY COUNTERSIGNED BY:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

Gansen Excavating Inc
Contractor

By: _____
Signature

Rich Gansen
Printed Name

Owner
Title

FORM APPROVED BY:

_____

Representative for Owner

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: KMHess
Signature Attorney-in-Fact Officer

Kim Hess
Printed Name of Attorney-in-Fact Officer

Tricor
Company Name

600 Star Brewery Drive Ste 110
Company Address

Dubuque, Iowa 52001
City, State, Zip Code

563-556-5441
Company Telephone Number

NOTE:

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

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,

Kim Hess

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 7th day of August , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 7th day of August 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 August 2026 .

Secretary

POA 0018 (5/25)

GANSEXC-01 MSTRAKA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Madison Straka
TRICOR, LLC - Dubuque 600 Star Brewery Drive Suite 110 Dubuque, IA 52001	PHONE (A/C, No, Ext): (608) 467-5607 1709 FAX (A/C, No): E-MAIL ADDRESS: mstraka@tricorinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acuity	14184
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gansen Excavating, Inc.
Richard Gansen
12198 Skyline Rd
Dubuque, IA 52003

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	K53731	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		X	K53731	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			K53731	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	K53731	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Cargo			K53731	1/1/2026	1/1/2027	Cargo	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements, and all applicable laws.

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 the general liability policy for ongoing and completed operations, on a primary and non-contributory basis, as required by written contract. General Liability general aggregate limit applies per project. Governmental Immunities endorsement included. Waiver of subrogation on General Liability, Auto & Worker's Compensation. Umbrella follows form.

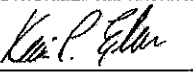
CERTIFICATE HOLDER

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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This endorsement modifies insurance provided under the following:

BIS-PAK® COMMON POLICY CONDITIONS

The following is added to paragraph H Other Insurance of the Bis-Pak® Common Policy Conditions 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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ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)

CB-7245(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:
   a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and
   b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

   Such person or organization is an additional insured only with respect to liability included in the products-completed operations hazard for bodily injury or property damage caused, in whole or in part, by your work performed for that additional insured at the location designated and described in the contract or agreement.

   However:
   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. The insurance does not apply to:
   a. Bodily injury or property damage which occurs prior to execution of the contract or agreement described in item 1; or
   b. Bodily injury or property damage that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
   c. 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 services by or for you.
3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
   a. Required by the contract or 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.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU CB-7433(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:

   a. Any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

   b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

   Such person(s) or organization(s) is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

   a. Your acts or omissions; or

   b. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured.

   However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

   a. When your operations for that insured are completed; or

   b. The contract or agreement you have entered into with the additional insured is terminated.

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

   This insurance does not apply to:

   a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

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

   b. *Bodily injury* or *property damage* occurring after:

      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

      (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

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

   a. Required by the contract or agreement you have entered into with the additional insured; 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.

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ADDITIONAL INSURED CITY OF DUBUQUE, IOWA

IL-7063(7-02)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. The City of Dubuque, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers, are included as additional insureds with respect to all work and services performed for them. This coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insureds, whether other available coverage be primary, contributing or excess.
2. The following applies when the City of Dubuque, Iowa is named as an additional insured:
   a. We expressly agree and state that the purchase of this policy and the naming 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 the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
   b. We further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to the Code of Iowa Section 670.4 shall be covered by the terms and conditions of this policy.
   c. 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 timely written request by us.
   d. We shall not deny coverage under this policy and we 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.
   e. We and the City of Dubuque, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
3. We will give thirty (30) days advance written notice of cancellation, nonrenewal, reduction in coverage or limits and/or material change by endorsement and ten (10) days written notice for nonpayment of premium to: City of Dubuque and Dubuque County, City Hall, 13th and Central, Dubuque, IA 52001. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

FELLOW EMPLOYEE COVERAGE

CB-7054(9-04)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSE COVERAGE FORM

Paragraph 2a(1), under the Who Is an Insured Section is replaced by the following:

Bodily Injury or *personal and advertising injury* to you or a co-*employee* while in the course of his or her employment or performing duties related to the conduct of your business, or the spouse, child, parent, brother or sister of that co-*employee* as a consequence of such *bodily injury* or *personal and advertising injury,* or for any obligation to share damages with or repay someone else who must pay damages because of the injury. This does not apply to your *employees* shown in the Schedule.

SCHEDULE

Employees

ALL OF YOUR EMPLOYEES

advertising injury arising out of an offense committed 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.

LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix 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.*
2. The most we will pay for the sum of all damages because of all:
   a. *Bodily injury, property damage* and medical expenses arising out of any one *occurrence;* and
   b. *Personal and advertising injury* sustained by any one person or organization;

   is the Liability and Medical Expenses Limit shown in the Declarations. But the most we will pay for all medical expenses because of *bodily injury* sustained by any one person is the Medical Expenses Limit shown in the Declarations.
3. The most we will pay under Business Liability Coverage for damages because of *property damage* to a premises while rented to you or in the case of a fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You Limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the Damage To Premises Rented To You Limit shown in the Declarations.
4. **Aggregate Limits**
   a. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay for injury or damage under the *products-completed operations hazard* arising from all *occurrences* during the policy period.
   b. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages because of all:
      (1) *Bodily injury, property damage* and medical expenses arising from all *occurrences* during the policy year. This limit applies separately to:
         (a) Each location owned by or rented to you. A location is a premises involving the same or connecting lots, or a premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; and
         (b) Each of your projects away from a location owned by or rented to you; or
      (2) *Personal and advertising injury* arising out of all offenses committed during the policy period.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

We have no duty to provide coverage under this Coverage Part unless you and any other involved insured have fully complied with the Conditions contained in this Coverage Part.

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. **Duties in the Event of Occurrence, Offense, Claim or Suit**
   a. You must see to it that we are notified as soon as practicable of an *occurrence* or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the *occurrence* or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the *occurrence* or offense.
   b. If a claim is made or *suit* is brought against any insured, you must;
      (1) Immediately record the specifics of the

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 Justin

FROM: Hogan, Facilities Manager

DATE: August 6, 2026

RE: Globalcom City Hall Security Update

Attached is the Short Form Public Improvement Contract between the City of Dubuque and Globalcom of Dubuque, IA for the City Hall Feenics Installation Project. The project will provide for the following:

Furnish and install:

- (1) 24-Door Panel in Basement
- 8 Door Panel on 3rd Floor.
- Card Readers, Door Contacts, Request for Exit (REX), and composite cabling to each device.
- Headend Control Boards
- Programming, Commissioning, and Testing.
- 4-Hours of training will be provided.

Feenics instance to tie into the City of Dubuque's existing Feenics Instance.

Funding will be provided from FY26 carryover funds from project 5565000009 City Facility Security Upgrade.

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.

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 Street
(address)
Dubuque, IA 52001
Phone # 563.581.6141

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

Globalcom Technologies (Contractor) at
(Contractor Name)
Dubuque, IA
(Contractor's Address - City and State)

PROJECT TITLE: City Facility Security Upgrade (5565000009) - City Hall Acre-Feenics Installation

(Project)

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

CONTRACTOR AGREES:

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

The scope of work in attached Globalcom proposal dated May 13, 2026 for City Hall Acre-Feenics Installation.
Total of 17 doors with locations to be verified on site.

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

City Hall - 50 West 13th Street, Dubuque, IA

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~~ **one year** 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 30, 2026
(DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

   A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

   B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.

11. Permits and Licenses. Contractor further represents and warrants that Contractor will obtain all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the duration of the term(s) of this Contract.

12. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Contractor's obligations under this Contract, including but not limited to the laws outlined in Exhibit B, 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: $ $51,617.00

CITY OF DUBUQUE, IOWA

By: _____ 08/06/2026
Date

CONTRACTOR:

Globalcom Technologies
Company Name

By: Kirk Westfahl Digitally signed by Kirk Westfahl Date: 2026.06.24 17:14:36 -05'00' _____
Signature Date

_____
Printed Name

_____
Title

Bond No. 30248532

EXHIBIT B

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Globalcom Technologies, as Principal (hereinafter the "Contractor" or "Principal") and Western Surety Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Fifty One Thousand Six Hundred Seventeen and No/100 dollars ($ $51,617.00), 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 8th 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 City Facility Security Upgrade - City Hall Acre-Feenics Installation Project detail the following described improvements:

INSERT PROJECT DESCRIPTION
(Use description from Notice to Bidders)

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

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

2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference

is made a part hereof as though fully set out herein.

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

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

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

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

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

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

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

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

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

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

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

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

will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Project No. 5565000009

Witness our hands, this 26th day of June, 2026.

WESTPHAL & COMPANY INC. CORPORATE SEAL WISCONSIN

SURETY COUNTERSIGNED BY:

Western Surety Company

Signature of Agent

Bradley S. Babcock

Printed Name of Agent

1533 Wisconsin Avenue

Company Address

Grafton, WI 53024

City, State, Zip Code

262-204-8448

Company Telephone Number

PRINCIPAL:

Globalcom Technologies

Contractor

By: _____

Signature

Kirk Westfahl

Printed Name

CFO

Title

FORM APPROVED BY:

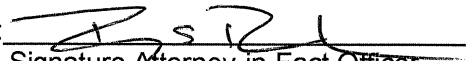
_____

Representative for Owner

SURETY:

Western Surety Company

Surety Company

By: 

Signature Attorney-in-Fact Officer

Bradley S. Babcock

Printed Name of Attorney-in-Fact Officer

M3 Surety

Company Name

1533 Wisconsin Avenue

Company Address

Grafton, WI 53024

City, State, Zip Code

262-204-8448

Company Telephone Number

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bradley S Babcock, Kimberly L Babcock, Travis Schreiber, Tracy Krause, Becky Jo Schleis, Sara Grover, Matthew Bihner, Individually

of Madison, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of June, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

- Asbestos Removal
- Asphalt Paving
- Concrete
- Construction Managers
- Cranes
- Culverts
- Decking
- Demolition
- Deconstruction
- Earthwork
- Electrical
- Elevators
- Fiber Optics
- Fire Protection
- Fireproofing
- General Contractors
- HVAC
- Mechanical
- Paving & Surfacing
- Piles & Caissons
- Plumbing
- Retaining Walls
- Reinforcement
- Roofing
- Sanitary Sewers
- Sheet Metal
- Site Utilities
- Shoring
- Special construction
- Steel
- Storm sewers
- Structural Steel
- Trails
- Tunneling
- Water main

Class B:

- Chemical Spraying
- Doors, Window & Glazing
- Drywall Systems
- Fertilizer Application
- Geotech Boring
- Insulation
- Finish Carpentry
- Landscaping
- Masonry
- Vehicular Snow Removal
- Painting & Wall Covering
- Pest Control
- Scaffolding
- Sidewalks
- Plastering
- Rough Carpentry
- Stump Grinding
- Tank Coating
- Tree Removal
- Tree Trimming
- Tuckpointing
- Waterproofing
- Well Drilling

Class C:

- Carpet Cleaning
- Carpet & Resilient Flooring
- Caulking & Sealants
- Acoustical Ceiling
- Filter Cleaning
- General Cleaning
- Grass Cutting
- Janitorial
- Non Vehicular Snow & Ice Removal
- Office Furnishings
- Power Washing
- Tile & Terrazzo Flooring
- Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #5565000009 Project name: Cty Facility Security Upgrade or Project Location at 50 West 13th Street or construction of _____.

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

3. Each Certificate required shall be furnished to the Engineering Department of the City of Dubuque.

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

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

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

7. Whenever an ISO form is referenced the current edition must be provided.

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

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

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

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

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

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.
All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of $3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes 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 $4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes _X_ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

EXHIBIT D

LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 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.).

Globalcom
TECHNOLOGIES

Justin Hogan
Engineering Department
City of Dubuque

May 13, 2026

City Hall Feenics Upgrade

City of Dubuque

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

Please accept this as Globalcom Technologies' proposal for procurement and installation for the City Hall Feenics Upgrade as detailed in the following Scope of Work.

This proposal is based on the following:

- Jobsite visit on May 11th, 2026, with Justin Hogan.

Scope of Work:

Access Control

- Furnish and install:
  - (1) 24-Door Panel in Basement
  - (1) 8 Door Panel on 3rd Floor.
  - Card Readers, Door Contacts, Request for Exit (REX), and composite cabling to each device.
    - Electronic Locking Hardware by others.
  - Headend Control Boards
  - Programming, Commissioning, and Testing.
  - 4-Hours of training will be provided.
- Feenics instance to tie into the City of Dubuque's existing Feenics Instance.

Total Quote $51,617.00

Sales Tax is not included with this Quote

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

14 Marsh Court • Madison, WI 53718 • 608-663-8016
750 Cedar Cross Road • Dubuque, IA 52001 • 563-690-0003
N27 W23713 Paul Rd. – Suite B • Pewaukee, WI 53072 • 262-696-4590
www.gctech.us

Sincerely,

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

Clarifications

- Locations will be identified, and site verified before installation.
- Installation schedule will be coordinated with owner prior to beginning work.
- Any and all systems that are not included in the above proposal are not the responsibility of Globalcom Technologies.
- Wireless Access Points (WAPs), IP Cameras as well as other active network devices will be furnished and installed by others unless specifically noted otherwise in the scope of work within this document.
- Electrical Power circuits, UPS, PDUs or other power quality devices are not included.
- Devices & System cross connect & system configuration are not included.
- Labor is based on installation during normal business hours and does not include weekend, holiday or shift work.
- Project completion acceleration outside of the initial agreement may inquire additional compensation.
- CCTV, IP Camera, recording devices and related hardware are not included.
- Public Address, Audio Visual, Fire Alarm, Nurse Call, Patient Monitoring, Infant Abduction, Area of Rescue, Mustering or other similar systems are not included.

Globalcom Technologies adheres to the following standards:

NFPA - Article 70 NEC

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

Terms & Conditions:

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

Indemnification:

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

Insurance:

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

Counterparts:

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

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

Acceptance Page

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

OWNER:
City of Dubuque

_____
Authorized Signature

_____
Print Name, Title

CONTRACTOR:
Globalcom Technologies

_____
Authorized Signature

_____
Print Name, Title

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

14 Marsh Court • Madison, WI 53718 • 608-663-8016
750 Cedar Cross Road • Dubuque, IA 52001 • 563-690-0003
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August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 13.

ITEM TITLE:	Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 360 E. 16th Street
SUMMARY:	City Manager recommending City Council approval of a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 360 E. 16th Street in Dubuque.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 360 E 16th Street
2. Staff Memo
3. Letter of Support

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 360 E. 16th Street

DATE: August 13, 2026

Economic Development Director Jill Connors is recommending City Council approval a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 360 E. 16th Street in Dubuque. This letter of support confirms the City's recognition that the property is eligible for the tax credit based on the state's definition of a grayfield site.

Since 2022, the structure at 360 E. 16th Street has stood vacant, its interior significantly demolished by a previous owner and its remaining infrastructure either outdated or no longer present. All existing improvements exceed 25 years in age, and the building has been entirely unoccupied for more than a year. To address these conditions, developers Andrew McCready and Josh Jansen propose rehabilitating the building to include four rental units and two off-street parking spaces, with an estimated project cost of $450,000.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
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: Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 360 E. 16th Street

DATE: August 12, 2026

INTRODUCTION

This memorandum presents for City Council review and approval a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 360 E. 16th Street in Dubuque.

BACKGROUND

Developers in Iowa can receive tax credits for redeveloping properties known as brownfield and grayfield sites. Additional tax credits are available for projects that meet or exceed sustainable design standards as defined by state law. This tax credit program is offered as a way to promote the economic health of communities by reducing environmental potential hazards, cleaning up eyesores, creating new jobs and boosting tax revenue.

A Grayfield site is an abandoned public building or industrial or commercial property that meets these requirements:

1. The property's infrastructure is outdated or prevents efficient use – site is vacant, blighted, obsolete, or otherwise underutilized.
2. Property improvements and infrastructure are at least 25 years old AND one or more of the following conditions exists:
    a. At least thirty percent of a building located on the property is available for occupancy and has been unoccupied for at least a year.

b. The assessed value of property's improvements has decreased by at least 25 percent.
c. The property is used as a parking lot.
d. Improvements on the property no longer exist.

Tax credits of up to 12% of qualifying costs of a grayfield project and 15% if the project meets green building requirements.

The Program is capped at $15 million per fiscal year with a maximum award of $1.5 million per project.

DISCUSSION

Applications for this program are accepted on an annual basis, due by September 1st. The following project has requested a letter of support from the City to accompany its application. This letter confirms the City's recognition that the property meets the state's definition of a grayfield site and that its redevelopment benefits the community.

Since 2022, the structure at 360 E. 16th Street has stood vacant, its interior significantly demolished by a previous owner and its remaining infrastructure either outdated or no longer present. All existing improvements exceed 25 years in age, and the building has been entirely unoccupied for more than a year. To address these conditions, developers Andrew McCready and Josh Jansen propose rehabilitating the building to include four rental units and two off-street parking spaces, with an estimated project cost of $450,000.

RECOMMENDATION

I respectfully request City Council approve the submission of the attached letter supporting the aforementioned application for Iowa Redevelopment Tax Credits, confirming the City's recognition that the property is eligible for the tax credit based on the state's definition of a grayfield site.

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

August 12, 2026

Iowa Economic Development Authority (IEDA)
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

Re: IEDA Redevelopment Tax Credit – Program Eligibility for 360 E. 16th Street, Dubuque, IA 52001 (Grayfield Site)

The building located at 360 E. 16th Street, Dubuque, IA meets the criteria of a Grayfield Site as defined in Iowa Code Section 15.291 and Administrative Code 261– 65.2(15), and the City of Dubuque supports this project and application.

Per code definition, "Grayfield site" means an abandoned public building or an industrial or commercial property that meets all of the following requirements: The property has been developed and has infrastructure in place, but the property's current use is outdated or prevents better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property. The property's improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists: (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more; (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more; (3) The property is currently being used as a parking lot; or (4) The improvements on the property no longer exist.

Since 2022, the structure at 360 E. 16th Street has stood vacant, its interior partially removed by a previous owner. What remains is aging or missing infrastructure, with all improvements dating back more than 25 years. After more than a year of complete vacancy and the loss of certain structural components, the building is primed for reinvestment and renewal

Redevelopment of this property would address Dubuque's need for housing and restore a building in the Washington Neighborhood Conservation District.

Housing permits within the City of Dubuque increased significantly between 2022 and 2025; however, new construction accounts for only a small portion of the total housing in Dubuque. Renovating and restoring existing building stock into new dwelling units is a sustainable practice and a great way to provide workforce housing in the City of Dubuque.

This property sits at a highly visible intersection within the neighborhood, creating consistent exposure to both vehicular and pedestrian traffic. After years of vacancy and decline, the building's condition highlights the importance of thoughtful reinvestment. The project will require skilled renovation and adaptable, creative problem-solving — capabilities the owner/developer team has demonstrated in prior work.

With this experience, the development team is well-positioned to transform the long-idle structure into a meaningful housing asset. Restoring the building and adding new dwelling units will strengthen workforce housing options and contribute to the continued vitality of the Washington Neighborhood and the broader Dubuque community.

Sincerely,



Jill Connors, Economic Development Director
City of Dubuque, Iowa

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August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 14.

ITEM TITLE:	1199 Central Avenue, Release of Real Estate Mortgage
SUMMARY:	City Attorney recommending City Council approval of the attached Release of the Real Estate Mortgage for 1199 Central Avenue.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. Council_1199 Central Paid in Full_Release Mortgage_8-12-26
2. scans@kanenorbylaw.com_20260810_170808

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY

TO: **MAYOR BRAD M. CAVANAGH AND MEMBERS OF THE CITY COUNCIL**

DATE: **AUGUST 12, 2026**

RE: **1199 CENTRAL AVENUE, RELEASE OF REAL ESTATE MORTGAGE**

Lloyd Singletary & Virtual Velocity, LLC obtained a financing package from the City of Dubuque to assist in refurbishing the property at 1199 Central Avenue. The City loaned $300,000 and obtained a mortgage on the property; the City was in second position and later subordinated to Dubuque Initiatives which also contributed to the project.

A foreclosure petition was eventually filed, and prior to a foreclosure judgment a sale of the property occurred. The City was paid in full following the real estate closing. Currently, the City needs to release its mortgage in County records.

I respectfully request City Council approval of the attached Release of the Real Estate Mortgage and authorize the Mayor to sign.

KANE, NORBY & REDDICK, P.C.
ATTORNEYS
2100 ASBURY ROAD, SUITE 2
DUBUQUE, IOWA 52001-3091

Brian J. Kane
Brad J. Heying
Todd L. Stevenson*
Kevin T. Deeny**
Bradley B. Kane
Joseph P. Kane
Nicholas J. Kane
David J. Kane

Retired:
Gary K. Norby
Les V. Reddick

All admitted in Iowa
*Also admitted in Illinois
**Also admitted in Wisconsin

Phone: (563)582-7980
Facsimile: (563)582-5312
E-mail: tstevenson@kanenorbylaw.com

TO: CRENNA BRUMWELL, DUBUQUE CITY ATTORNEY

FROM: TODD STEVENSON, KANE, NORBY & REDDICK, P.C.

RE: 1199 CENTRAL AVE V. CITY OF DUBUQUE ET AL

DATE: AUGUST 10, 2026

FACTS

This case arose out of a financial transaction involving Lloyd Singletary and Virtual Velocity, LLC ("Borrowers"). Borrowers obtained a financing package in order to acquire and refurbish property located at 1199 Central. As part of the financing package the City of Dubuque loaned $300,000 to the Borrowers and obtained a mortgage on the real estate. The mortgage was second to a mortgage given by Borrowers to their primary lender. The City of Dubuque later subordinated its mortgage to Dubuque Initiatives which also loaned funds to the Borrowers for completion of the project.

The Borrowers defaulted in their obligations to the primary lender. As a result thereof, a Petition to foreclose its mortgage was filed in the Iowa District Court in and for Dubuque County. The City of Dubuque, along with the Borrowers and their lenders, was named as a Defendant in that litigation. Prior to any ruling on the Petition, the property was sold by the Borrowers to a third party. That transaction closed on July 31, 2026. As a result of the sale, the City of Dubuque was paid in full. A check was issued in the amount of $300,000 from the buyer's lender, Dupaco Community Credit Union, to the City of Dubuque. The lawsuit was then dismissed by the Plaintiff. The dismissal terminates the litigation. A copy of the Order of Dismissal is provided herewith.

Because the City was paid in full, a Release of its mortgage must be recorded in the records of the Dubuque County Recorder. A draft of the Release is attached hereto.

ACTION REQUESTED

It is our recommendation that the Release be approved by the council, and signed by the mayor. The Release is required by Iowa law since the debt has been paid in full. If the Release is not recorded, action could be commenced against the City of Dubuque in order to clear the buyer's title to the property.

Prepared by/Return to: Todd L. Stevenson, Kane, Norby & Reddick, P.C., 2100 Asbury Road, Suite 2, Dubuque, IA 52001, (563) 582-7980

RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner of the mortgage hereinafter described, does hereby acknowledge that a certain mortgage bearing date of October 3, 2023 made and executed by Virtual Velocity, LLC to City of Dubuque, Iowa and Recorded in the records of the office of the Recorder of the County of Dubuque, State of Iowa, as document reference number 2023-9845 on October 17, 2023 is redeemed, paid off, satisfied and discharged in full.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Dated August ___, 2026.

CITY OF DUBUQUE, IOWA

BY_____
Brad M. Cavanagh, Mayor

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on August ___, 2026 by BRAD M. CAVANAGH as Mayor of City of Dubuque.

_____
Signature of Notary Public

IN THE IOWA DISTRICT COURT FOR DUBUQUE COUNTY

1199 CENTRAL AV SERIES OF LOAN **Plaintiff** **vs** **DUBUQUE CITY OF** **RICHARD BIECHLER ELECTRIC LLC** **SKOLD CONSTRUCTION SERVICES INC** **PARTIES IN POSSESSION** **LLOYD G SINGLETARY III** **VIRTUAL VELOCITY, LLC** **DENISE ERSCHEN** **DUBUQUE INITIATIVES** **MICHAEL E ERSCHEN** **Defendant**	**Case No: 01311 EQCV118141** **ORDER**

At the request of the Plaintiff, this matter is now dismissed with prejudice at Plaintiff's cost.

COPIES:

CPPLDF

State of Iowa Courts

Case Number	**Case Title**
EQCV118141	1199 CENTRAL AV SERIES OF LOAN LLV VS VIRTUAL VELO
Type:	DISMISSED PER COURT

So Ordered

Thomas A. Bitter, District Court Judge,
First Judicial District of Iowa

Electronically signed on 2026-08-03 13:24:33

Copyrighted
August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 15.

ITEM TITLE:	Agreement with Eric McFadden for the Sale of City Property on Valeria Street as Part of the Villas on Valeria Subdivision Project
SUMMARY:	City Manager recommending City Council approval of an agreement with Eric McFadden (McFadden) for the sale of the two city lots legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition on Valeria Street adjacent to lots owned by McFadden on Valeria Street and direct staff to initiate the public hearing process for disposition of the city interest in real estate. **RESOLUTION** Approving An Agreement Between The City Of Dubuque, Iowa And Eric McFadden
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Agreement with Eric McFadden for the Sale of City Property on Valeria Street as Part of the Villas on Valeria Subdivision Project
2. 1 Staff Memo approve mcfadden purchase agreement
3. 2 Resolution Approving mcfadden purchase Agreement
4. 3 mcfadden pa binder 08042026 signed by mcfadden

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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: Agreement with Eric McFadden for the Sale of City Property on Valeria Street as Part of the Villas on Valeria Subdivision Project

DATE: August 11, 2026

City Engineer Gus Psihoyos is recommending City Council approval of an agreement with Eric McFadden (McFadden) for the sale of the two city lots legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition on Valeria Street adjacent to lots owned by McFadden on Valeria Street and direct staff to initiate the public hearing process for disposition of the city interest in real estate.

In working with McFadden, City staff has prepared an agreement for the sale of the city lots described above. The agreed upon price for the sale of the two city lots, which total 5,022 square feet in area, is $6,122.62. McFadden plans to combine the two city lots with the adjacent two lots he currently owns to develop an eight-lot residential subdivision on Valeria Street.

The agreement contemplates a public hearing for the disposition of real estate pursuant to state law.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer

THE CITY OF DUBUQUE
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Dubuque All-America City 2007 • 2012 • 2013

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Agreement with Eric McFadden for the Sale of City Property on Valeria Street as Part of the Villas on Valeria Subdivision Project

DATE: August 6, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval of an agreement with Eric McFadden (McFadden) related to the sale of city owned property on Valeria Street adjacent to lots owned by McFadden on Valeria Street.

BACKGROUND

The City of Dubuque has entered into an agreement (see agreement attached) with McFadden for the sale of two City owned lots to be used to help facilitate the development of the Villas on Valeria project. The property to be conveyed to McFadden, legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, includes previously vacated portions of the Lewis Street right of way which have never been disposed of by the city.

DISCUSSION

In working with McFadden, City staff has prepared an agreement for the sale of the city lots described above. The agreed upon price for the sale of the two city lots, which total 5,022 square feet in area, is $6,122.62. McFadden plans to combine the two city lots with the adjacent two lots he currently owns to develop an eight-lot residential subdivision on Valeria Street.

A copy of the agreement executed by McFadden is attached.

The agreement contemplates a public hearing for the disposition of real estate pursuant to state law.

RECOMMENDATION

I recommend that the City approve the Agreement for the sale of the two city lots legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, to McFadden per the terms of the attached Agreement.

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolution approving said Agreement and authorizing the City Manager to execute said agreement and directing staff to initiate the public hearing process for disposition of the city interest in real estate

Attach.

Prepared by: Nate Kieffer, CE III, PE/PLS

Prepared by Nate Kieffer, City of Dubuque Engineering 50 W. 13th St. Dubuque, IA 52001
Return to Adrienne N. Breitfelder, City Clerk, City of Dubuque 50 W. 13th St. Dubuque, IA 52001

RESOLUTION NO. -26

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND ERIC MCFADDEN

Whereas, Eric McFadden (McFadden) owns two vacant lots along Valeria Street legally described as Lots 15 and 16 in Schaffner's Subdivision, in the City of Dubuque, Iowa (the McFadden Property); and

Whereas, McFadden is requesting the sale of city owned property adjacent to the McFadden property, being approximately 4,186 square feet in area (the City Property), legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, in order to accommodate the development of an eight-lot residential subdivision development on the McFadden Property and City Property areas; and

Whereas, McFadden and City desire to enter into an agreement with respect to the proposed sale of the City Property as set forth herein.

Whereas, a copy of the Agreement is attached hereto;

Whereas, McFadden has executed the Agreement; and

Whereas, the Agreement contemplates a public hearing on the city disposal of real estate.

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

Section 1. The Agreement attached hereto is hereby approved.

Section 2. The City Manager is authorized and directed to execute the Agreement on behalf of the City of Dubuque.

Section 3. City staff is directed to initiate the public hearing process for disposition of real estate.

Passed, approved, and adopted this _____ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

AGREEMENT
BY AND BETWEEN
ERIC MCFADDEN
AND
THE CITY OF DUBUQUE, IOWA

This Agreement, dated for reference purposes the 6th day of August, 2026 is made and executed by and between the City of Dubuque, Iowa, (City), a municipal corporation, and Eric McFadden (McFadden).

Whereas, McFadden owns two vacant lots along Valeria Street legally described as Lots 15 and 16 in Schaffner's Subdivision, in the City of Dubuque, Iowa (the McFadden Property); and

Whereas, McFadden is requesting the sale of city owned property adjacent to the McFadden property, being approximately 4,186 square feet in area (the City Property), legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, in order to accommodate the development of an eight-lot residential subdivision development on the McFadden Property and City Property areas, as shown on the attached Exhibit B; and

Whereas, McFadden and City desire to enter into an agreement with respect to the proposed sale of the City Property as set forth herein.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1. CITY RESPONSIBILITIES.

1.1 Subject to City Council approval, City will sell the City Property, being approximately 4,186 sq. ft. in area, as shown on the attached Exhibit A, for $6,122.62.

1.2 City will take the property sale request to the City Council to be set for a public hearing and formal approval of the disposal of city interest in the City Property.

1.3 City will, after the public hearing approval by the City Council and receipt of the property compensation and applicable abstracting, publication, and filing fees, execute a Quit Claim Deed to McFadden for the City Property and record the deed.

SECTION 2. MCFADDEN RESPONSIBILITIES.

2.1 McFadden will purchase the City Property area for the amount of $6,122.62 plus all applicable abstracting, publication and filing fees.

2.2 McFadden will provide an access easement for the benefit of Lots 12, 13 and 14 of Schaffner's Subdivision in the City of Dubuque, Iowa, as shown on the attached Exhibit B, via the proposed subdivision plat as shown on Exhibit B.

SECTION 3. NOTICES.
All notices and correspondence related to this Agreement must be sent to the following:

If to Developer: Eric McFadden
75 E. 100 N.
Ivins, UT 84738

If to City: City of Dubuque, Iowa
Attention: Gus Psihoyos, City Engineer
50 West 13th Street
Dubuque, Iowa 52001

SECTION 4. DEFAULT.
In the event of default by McFadden, City reserves the right to seek specific performance in Iowa District Court for Dubuque County.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may not be assigned without the prior written permission of the City. Such written approval will not be unreasonably withheld.

5.2 This Agreement represents the entire Agreement between the parties. There are no verbal additions to this Agreement, and all amendments, additions or changes to this Agreement must be in writing and agreed to by both parties.

5.3 All covenants, conditions, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

5.4 This Agreement is governed by the laws of the state of Iowa and venue for any action arising from or related to this Agreement will be in the District Court of Iowa, Dubuque County, Iowa.

5.5 If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

5.6 This agreement is subject to approval by the City Council of Dubuque, Iowa.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

ERIC MCFADDEN

By: _____
Eric McFadden

EXHIBIT A

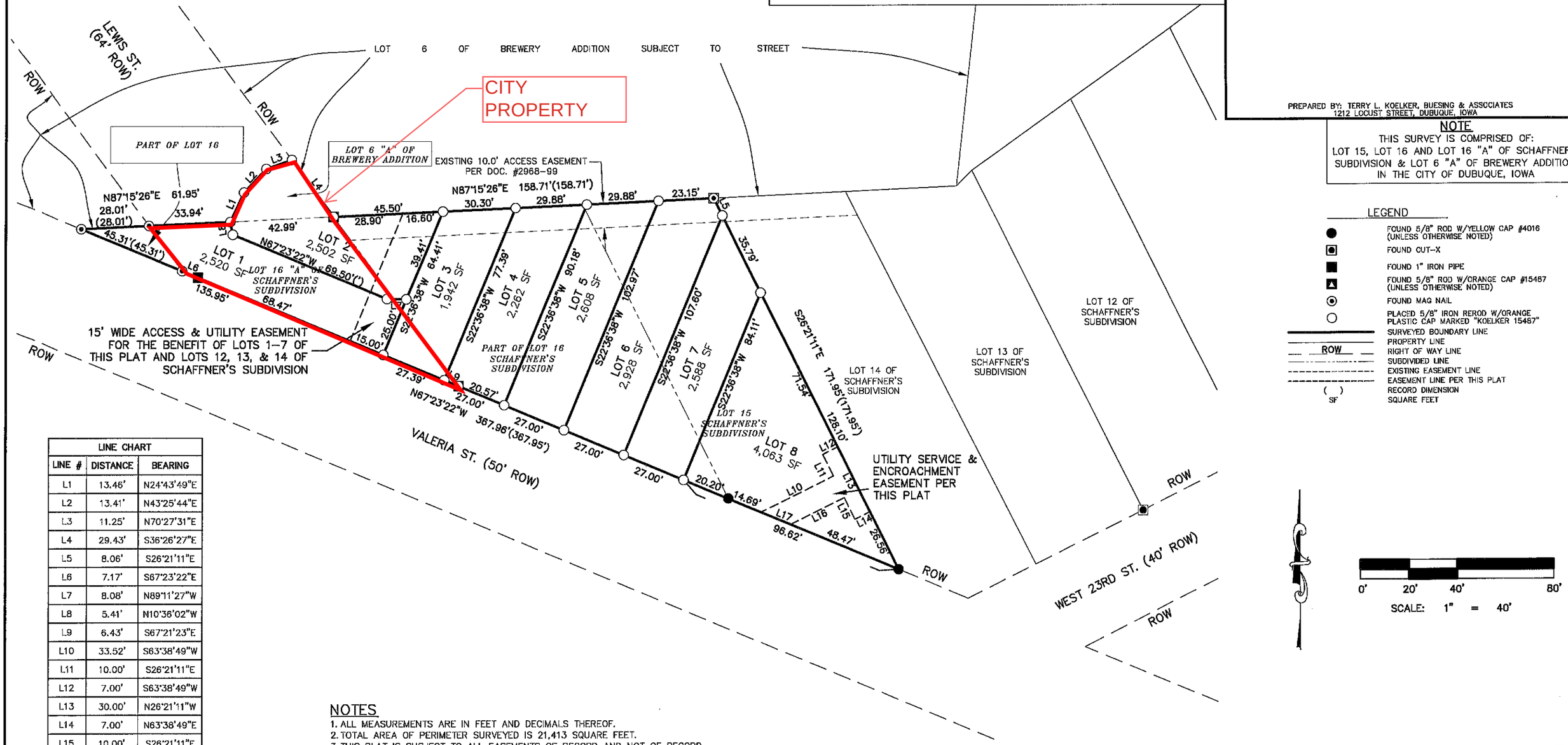
Final Plat of:
VILLAS ON VALERIA,
in the City of Dubuque, Iowa

INDEX LEGEND
Location: Villas on Valeria, in the City of Dubuque, Iowa
NW1/4 of Section 24 T89N, R2E of the 5th P.M., in the City of Dubuque, Dubuque County, Iowa
Requestor: Eric McFadden
Proprietor of Lot 15, Lot 16 and Lot 16 "A" of Schaffner's Subdivision & Lot 6 "A" of Brewery Addition:
Eric McFadden - 75 E. 100 N., Ivins, UT 84738
Surveyor: Terry L. Koelker
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001
Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001

EXHIBIT A

PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA

NOTE
THIS SURVEY IS COMPRISED OF:
LOT 15, LOT 16 AND LOT 16 "A" OF SCHAFFNER'S SUBDIVISION & LOT 6 "A" OF BREWERY ADDITION, IN THE CITY OF DUBUQUE, IOWA



LEGEND

●	FOUND 5/8" ROD W/YELLOW CAP #4016 (UNLESS OTHERWISE NOTED)
◙	FOUND CUT-X
■	FOUND 1" IRON PIPE
▲	FOUND 5/8" ROD W/ORANGE CAP #15487 (UNLESS OTHERWISE NOTED)
⊙	FOUND MAG NAIL
○	PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
———	SURVEYED BOUNDARY LINE
———	PROPERTY LINE
ROW	RIGHT OF WAY LINE
———	SUBDIVIDED LINE
- - - -	EXISTING EASEMENT LINE
- - - -	EASEMENT LINE PER THIS PLAT
( )	RECORD DIMENSION
SF	SQUARE FEET

0' 20' 40' 80'
SCALE: 1" = 40'

LINE CHART		
LINE #	DISTANCE	BEARING
L1	13.46'	N24°43'49"E
L2	13.41'	N43°25'44"E
L3	11.25'	N70°27'31"E
L4	29.43'	S36°26'27"E
L5	8.06'	S26°21'11"E
L6	7.17'	S67°23'22"E
L7	8.08'	N89°11'27"W
L8	5.41'	N10°36'02"W
L9	6.43'	S67°21'23"E
L10	33.52'	S63°38'49"W
L11	10.00'	S26°21'11"E
L12	7.00'	S63°38'49"W
L13	30.00'	N26°21'11"W
L14	7.00'	N63°38'49"E
L15	10.00'	S26°21'11"E
L16	24.82'	N63°38'49"E
L17	13.26'	S67°23'22"E

NOTES
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 21,413 SQUARE FEET.
3. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
4. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.

LICENSED LAND SURVEYOR TERRY L. KOELKER 15487 IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

TERRY L. KOELKER — 7/16/26 (DATE)
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2027

SHEETS COVERED BY THIS SEAL : SHEET 1

BUESING & ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST, DUBUQUE, IA
(563) 556-4389

DRAWN BY: JJL	CHECKED BY: TLK
SURVEY DATE: 10/18/2024	PLOT DATE: 6/29/2026
DWG. NO. 26177-01	SCALE: 1" = 40'

EXHIBIT B

EXHIBIT B

ACCESS EASEMENT BENEFITTING LOTS 12, 13, AND 14 OF SCHAFFNER'S SUB.



SITE DATA

ZONING: R-2A ALTERNATE
BUILDING HEIGHT: 26'-3" RIDGE HEIGHT
BUILDING USE: RESIDENTIAL TOWNHOME
SETBACKS REQUIRED: 10' FRONT, 20' W/GARAGE, 3'/0' SIDE & 10'/0' REAR
SETBACKS PROVIDED: 10' FRONT, 16'-20' W/GARAGE, 5'/0' SIDE & 10'/0' REAR
PARKING REQUIRED: DWELLING UNIT = 1.5 SPACES PER UNIT
PARKING PROVIDED: 2 SPACES/LOT (1 CAR GARAGE/UNIT & DRIVEWAY)
UNIT SIZE: 1,260 sqft. LIVING, 254 sqft. GARAGE (3 BEDROOM, 2.5 BATH, 1 CAR GARAGE)
LOT DATA:
LOT 1 = 2,520 SQ. FT. / 0.057 ACRES
BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (31.9%)
DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 275 SQ.FT. (10.9%)
LANDSCAPE AREA (PERVIOUS): 1,100 SQ.FT. (43.7% OF SITE)
ACCESS EASEMENT AREA: 341 SQ.FT. (13.5%)
LOT 2 = 2,502 SQ. FT. / 0.057 ACRES
BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (32.1%)
DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 275 SQ.FT. (11.0%)
LANDSCAPE AREA (PERVIOUS): 851 SQ.FT. (34.0%)
ACCESS EASEMENT AREA: 572 SQ.FT. (22.9%)
LOT 3 = 1,942 SQ. FT. / 0.044 ACRES
BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (41.4%)
DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 235 SQ.FT. (12.1%)
LANDSCAPE AREA (PERVIOUS): 600 SQ.FT. (30.9%)
ACCESS EASEMENT AREA: 303 SQ.FT. (15.6%)
LOT 4 = 2,262 SQ. FT. / 0.051 ACRES
BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (35.6%)
DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 235 SQ.FT. (10.4%)
LANDSCAPE AREA (PERVIOUS): 924 SQ.FT. (40.8%)
ACCESS EASEMENT AREA: 299 SQ.FT. (13.2%)
LOT 5 = 2,608 SQ. FT. / 0.059 ACRES
BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (30.8%)
DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 235 SQ.FT. (9.0%)
LANDSCAPE AREA (PERVIOUS): 1,270 SQ.FT. (48.7%)
ACCESS EASEMENT AREA: 299 SQ.FT. (11.5%)
LOT 6 = 2,928 SQ. FT. / 0.067 ACRES
BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (27.4%)
DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 235 SQ.FT. (8.0%)
LANDSCAPE AREA (PERVIOUS): 1,615 SQ.FT. (55.2%)
ACCESS EASEMENT AREA: 274 SQ.FT. (9.4%)
LOT 7 = 2,588 SQ. FT. / 0.059 ACRES
BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (31.1%)
DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 235 SQ.FT. (9.1%)
LANDSCAPE AREA (PERVIOUS): 1,546 SQ.FT. (59.8%)
ACCESS EASEMENT AREA: 3 SQ.FT. (0.0%)
LOT 8 = 4,063 SQ. FT. / 0.074 ACRES
BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (19.8%)
DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 235 SQ.FT. (5.8%)
LANDSCAPE AREA (PERVIOUS): 3,024 SQ.FT. (74.4%)

LEGEND

- = LANDSCAPE AREA
- = BUILDING AREA
- = CONCRETE / SIDEWALK AREA
- = ASPHALT AREA
- = GRAVEL ACCESS EASEMENT AREA
- = EXISTING ASPHALT
- = PROPERTY LINE

PROPERTY INFO

PROPERTY ADDRESS = 365 VALERIA STREET
DUBUQUE, IOWA 52001

OWNER / DEVELOPER:

ERIC MCFADDEN
14059 OLD HIGHWAY ROAD
DUBUQUE, IOWA 52003
(435) 313-2267
PREMIER.DESIGN_ERIC@YAHOO.COM

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

DATE:	7/29/2026
DRAWN BY:	E.A.M.
CHECKED BY:	M.R.F.
CLIENT:	E.A.M.

SCALE: 1" = 20'

EXHIBIT "B" SITE PLAN
VILLAS ON VALERIA
365 VALERIA STREET
DUBUQUE, IOWA 52001

PREMIER DESIGN & ENGINEERING INC.
75 EAST 100 NORTH
IVINS, UTAH 84738
(775) 385-7647 ~ PREMIER.DESIGN.MARC@GMAIL.COM
(435) 313-2267 ~ PREMIER.DESIGN_ERIC@YAHOO.COM

SHEET
EXB

Copyrighted
August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 16.

ITEM TITLE:	Correction of the 2527 Washington Street Special Warranty Deed and Request for Approval of Revised Document
SUMMARY:	City Attorney recommending approval of the corrected Special Warranty Deed for 2527 Washington Street to correct a scrivener's error. **RESOLUTION** Approving A Corrected Special Warranty Deed And Authorizing Execution And Recording Of The Document
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Mayor Council Memo _2527 Washington SWD Correction
2. 2527 SWD Correction Resolution
3. Special Warranty Deed Buyer-Jacob Bedtka - 2527 Washington

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: Crenna Brumwell, City Attorney

DATE: August 13, 2026

RE: Correction of the 2527 Washington Street Special Warranty Deed and Request for Approval of Revised Document

The purpose of this memorandum is to inform the City Council of a scrivener's error identified in a previously executed Special Warranty Deed for 2527 Washington St. and to request formal approval of a corrected version of the document.

During review of the recorded Special Warranty Deed associated with 2527 Washington Street, a scrivener's error was discovered involving a missing initial "E" in the legal description. This error is clerical in nature and does not alter the intent, terms, or substance of the transaction previously approved by the City Council.

Approval of the corrected Special Warranty Deed is recommended.

cc: Madeline Haverland, Housing and Community Development Director

Prepared by Crenna M. Brumwell, City Attorney, 300 Main Street, Suite 330, Dubuque, IA 52001
Return to Crenna M. Brumwell, City Attorney, 300 Main Street, Suite 330, Dubuque, IA 52001

RESOLUTION NO. ___-26

APPROVING A CORRECTED SPECIAL WARRANTY DEED AND AUTHORIZING EXECUTION AND RECORDING OF THE DOCUMENT

WHEREAS, the City Council previously approved and executed a Special Warranty Deed for the sale of 2527 Washington Street, Dubuque, Iowa legally described as:

Lot 29 E. Langworthy's Addition of Part of Mineral Lot 320 in the City of Dubuque, Iowa, according to the recorded plat thereof

; and

WHEREAS, a scrivener's error involving a missing initial "E" in the legal description was discovered in the recorded deed; and

WHEREAS, a Corrected Special Warranty Deed has been prepared to accurately reflect the correct legal description; and

WHEREAS, the City Council finds it necessary and appropriate to approve the Corrected Special Warranty Deed and authorize its execution and recording.

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

Section 1. That the Corrected Special Warranty Deed is attached hereto hereby approved.

Section 2. That the Mayor and City Clerk are authorized to execute the Corrected Special Warranty Deed on behalf of the City of Dubuque.

Section 3. That the City Clerk is hereby authorized and directed to cause said Corrected Special Warranty Deed to be delivered to the City Attorney's Office, together with a certified copy of this Resolution.

Passed, approved, and adopted this 17th of August, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Preparer Information: Crenna Brumwell, City Attorney, 300 Main Street, Suite 330, Dubuque, IA 52001, Tel: 563-589-4381
Return to: Crenna Brumwell, City Attorney, 300 Main Street, Suite 330, Dubuque, IA 52001, Tel: 563-589-4381

Tax Statement to:
Jacob Bedtka
2527 Washington Street
Dubuque, IA 52001

CORRECTION

SPECIAL WARRANTY DEED

KNOWN ALL MEN BY THESE PRESENTS: that the City of Dubuque, Iowa, a municipal corporation of the State of Iowa (Grantor), in consideration of One Dollar ($1.00) and other good and valuable consideration, and pursuant to the authority of Chapter 403, Code of Iowa, does hereby GRANT, SELL, AND CONVEY unto Jacob Bedtka, a single person, the following legally described real estate situated in the County of Dubuque, State of Iowa, to wit (the Property):

> Lot 29 in E. Langworthy's Addition of Part of Mineral Lot 320 in the City of Dubuque, Iowa, according to the recorded plat thereof

known locally as 2527 Washington Street, Dubuque, IA 52001

This Deed is exempt from transfer tax pursuant to Iowa Code 428A.2(6).

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

This Deed is given pursuant to the authority of Resolution No. 286 - 26 of the City Council of the City of Dubuque adopted the 20th day of July, 2026, the terms and conditions thereof, if any, having been fulfilled.

Grantor hereby covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever claiming by, through and under it.

Dated this _____ day of _____, 2026 at Dubuque, Iowa.

City of Dubuque, Iowa

By: _____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 2026, before me a Notary Public in and for said County, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Dubuque, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

_____
Notary Public in and for Dubuque County, Iowa

Copyrighted
August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 17.

ITEM TITLE:	Approval of Retail Alcohol Licenses
SUMMARY:	City Manager recommending City Council approval of retail alcohol licenses as submitted. **RESOLUTION** Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Approval of Retail Alcohol Licenses
2. Police Chief Staff Memo-08-17-2026
3. City Clerk Staff Memo
4. Resolution

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

Renewals,

- West Dubuque Tap, 1701 Asbury Rd.
- Kwik Stop 72, 2255 Kerper Blvd.
- Los Aztecas Mexican Restaurant, 2700 Dodge.
- National Mississippi River Museum & Aquarium, 350 & 400 East Third St.
- The Fun Station Dubuque, 555 John F Kennedy Rd, Ste. 400.
- Southend Tap, 55 Locust St.
- First Reserve, 210 West 1st St.
- Red Robin America's Gourmet Burgers & Spirits, 2775 NW Arterial.

Special Event(S) Per Special Event Application Submittal Provisional Issuances

- Millwork Night Market 8-16-26 to 8-20-26, Jackson Street from E. 7th St. to E. 9th St. & E. 8th St. from Jackson to Washington
- Rooted Table 8-30-26 to 9-3-26, Locust St from 12th to 14th

DATE: August 13, 2026

Chief of Police Joseph Messerich is recommending City Council approval of the Retail Alcohol License renewals for: West Dubuque Tap, 1701 Asbury Rd., Kwik Stop 72, 2255 Kerper Blvd., Los Aztecas Mexican Restaurant, 2700 Dodge., National Mississippi River Museum & Aquarium, 350 & 400 East Third St., The Fun Station Dubuque, 555 John F Kennedy Rd, Ste. 400., Southend Tap, 55 Locust St., First Reserve, 210 West 1st St., Red Robin America's Gourmet Burgers & Spirits, 2775 NW Arterial.

City Clerk Adrienne Breitfelder is recommending City Council approval of the Special Event(s) Per Special Event Application Submittal Provisional Issuances: Millwork Night Market 8-16-26 to 8-20-26, Jackson Street from E. 7th St. to E. 9th St. & E. 8th St. from Jackson to Washington; and Rooted Table 8-30-26 to 9-3-26, Locust St from 12th to 14th.

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

Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Joseph Messerich, Chief of Police
Trish Gleason, Assistant City Clerk

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

DATE: **August 17, 2026**

TO: Michael C. Van Milligen
City Manager

FROM: Joseph Messerich
Chief of Police

RE: Retail Alcohol Licenses for the following:

- West Dubuque Tap, 1701 Asbury Rd.
- Kwik Stop 72, 2255 Kerper Blvd.
- Los Aztecas Mexican Restaurant, 2700 Dodge.
- National Mississippi River Museum & Aquarium, 350 & 400 East Third St.
- The Fun Station Dubuque, 555 John F Kennedy Rd, Ste. 400.
- Southend Tap, 55 Locust St.
- First Reserve, 210 West 1st St.
- Red Robin America's Gourmet Burgers & Spirits, 2775 NW Arterial.

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above retail alcohol license establishments and to highlight the calls for service related to incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

•West Dubuque Tap, 1701 Asbury Rd.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Kwik Stop 72, 2255 Kerper Blvd.
Since the last renewal date there has been 1 call for service to the establishment. There were 0 disturbances, 1 crime against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
26-040739	Harassment	Handled By Officer

•Los Aztecas Mexican Restaurant, 2700 Dodge St.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•National Mississippi River Museum & Aquarium, 350 & 400 East Third St.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•The Fun Station Dubuque, 555 John F Kennedy Rd, Ste. 400.
Since the last renewal date there has been 1 call for service to the establishment. There were 0 disturbances, 1 crime against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2026-001043	Theft	Report Taken

•Southend Tap, 55 Locust St.
Since the last renewal date there have been 2 calls for service to the establishment. There was 1 disturbance, 1 crime against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
26-026367	Disturbance	Handled By Officer
2026-001728	Assault	Report Taken

• First Reserve, 210 West 1st St.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Red Robin America's Gourmet Burgers & Spirits, 2775 NW Arterial.
Since the last renewal date there have been 3 calls for service to the establishment. There was 1 disturbance, 2 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
24-095461	Disturbance	Handled By Officer
2025-005357	Assault	Report Taken
2025-008743	Theft	Report Taken

RECOMMENDATION:

Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: West Dubuque Tap, 1701 Asbury Rd., Kwik Stop 72, 2255 Kerper Blvd., Los Aztecas Mexican Restaurant, 2700 Dodge., National Mississippi River Museum & Aquarium, 350 & 400 East Third St., The Fun Station Dubuque, 555 John F Kennedy Rd, Ste. 400., Southend Tap, 55 Locust St., First Reserve, 210 West 1st St., Red Robin America's Gourmet Burgers & Spirits, 2775 NW Arterial.

ACTION REQUESTED
Action requested is for City Council consideration to approve the retail alcohol license renewals for: West Dubuque Tap, 1701 Asbury Rd., Kwik Stop 72, 2255 Kerper Blvd., Los Aztecas Mexican Restaurant, 2700 Dodge., National Mississippi River Museum & Aquarium, 350 & 400 East Third St., The Fun Station Dubuque, 555 John F Kennedy Rd, Ste. 400., Southend Tap, 55 Locust St., First Reserve, 210 West 1st St., Red Robin America's Gourmet Burgers & Spirits, 2775 NW Arterial.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breitfelder, City Clerk

City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

DATE: August 12, 2026

SUBJECT: Retail Alcohol License Approvals for the following:

Special Event(S) Per Special Event Application Submittal Provisional Issuances

- Millwork Night Market 8-16-26 to 8-20-26, Jackson Street from E. 7th St. to E. 9th St. & E. 8th St. from Jackson to Washington
- Rooted Table 8-30-26 to 9-3-26, Locust St from 12th to 14th

INTRODUCTION

The purpose of this memorandum is to recommend the approval of the above noted retail alcohol license applications.

BACKGROUND

State and city codes require a retail alcohol license to sell beer, wine, or liquor within the city. The Iowa Department of Revenue Alcohol and Tax Compliance Division (Division) manages the application and licensing process. The Iowa Alcoholic Beverages Division (ABD) previously managed this process but was merged into the Iowa Department of Revenue in 2024, leading to a new division name. The Division works in coordination with cities, which serve as the local authority under State Code Chapter 123 on alcoholic beverage control. In Dubuque, the City Clerk's Office acts as the local authority for retail alcohol license applications, processing each application on the city's behalf. When an applicant applies for a retail alcohol license, they must receive approval from the local authority before the application is forwarded to the Division for further action.

DISCUSSION

The City Clerk's Office submits recommendations to the City Council for approval of all new retail alcohol license applications, additional privileges, and amendments. While new applications include special events, the City Clerk's Office highlights these separately in memos and resolutions for easy reference.

Per City Code §4-2B-9, City Council action is required before an application is submitted to the Division. However, §4-2B-9 also authorizes the City Clerk's Office to issue provisional approval for new and renewal applications before a regularly scheduled City Council meeting, provided the applicant has met all city and state application and inspection requirements. Provisional approval is granted when necessary and is subsequently placed on the next City Council agenda for formal review and either approval or revocation. All applications listed above have met the relevant city and state requirements.

The Dubuque Police Department submits recommendations for retail alcohol license renewal applications via a separate memo in which they detail their annual calls for service on each establishment.

RECOMMENDATION
I respectfully request approval of the above noted retail alcohol license applications as submitted.

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Police Chief

Prepared by: Trish Gleason, Assistant City Clerk

Prepared by Trish L. Gleason, Asst. City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. -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

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	
First Reserve	210 West 1st St.
Kwik Stop #72	2255 Kerper Blvd.
Los Aztecas Mexican Restaurant	2700 Dodge St.
National Mississippi River Museum & Aquarium	350 & 400 East Third St.
Red Robin America's Gourmet Burgers & Spirits	2775 NW Arterial
Southend Tap	55 Locust St .
The Fun Station Dubuque	555 John F Kennedy Rd. Ste 400
West Dubuque Tap	1701 Asbury Rd .
Special Event(S) Per Special Event Application Submittal Provisional Issuances	
Millwork Night Market 8-16-26 to 8-20-26	Jackson Street from E. 7th St. to E. 9th St. & E. 8th St. from Jackson to Washington
Rooted Table 8-30-26 to 9-3-26	Locust St from 12th to 14th

Passed, approved, and adopted this 17th day of August 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

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August 17, 2026

City of Dubuque
City Council

CONSENT ITEMS # 18.

ITEM TITLE:	Approval of Retail Tobacco Permit and Device Retailer Permit Applications
SUMMARY:	City Manager recommending City Council approval of the retail tobacco permit and device retailer permits as submitted. **RESOLUTION** Approving Applications for Retail Tobacco Permits and Device Retailer Permits, As Applicable and as Required by Iowa Code 453A.47A and 453E.3
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Approval of Retail Tobacco Permit and Device Retailer Permit Applications
2. Staff Memo
3. Resolution

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approval of Retail Tobacco Permit and Device Retailer Permit Applications

DATE: July 15, 2026

City Clerk Adrienne Breitfelder is recommending City Council approval of the Retail Tobacco Permits and Device Retailer Permits, as applicable, effective August 18, 2026, and expiring on June 30, 2027, for the following retailers:

Permit Type	Business Name	Address
Device Retailer License	Central Grocery and Beauty Inc.	1572 Central Ave.

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
Trish Gleason, Assistant City Clerk

City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Approval of Retail Tobacco Permit and Device Retailer Permit Applications

DATE: August 3, 2026

Pursuant to Iowa Code §453A.47A, a retail tobacco permit is required for the retail sale of cigarettes, tobacco, alternative nicotine, and vapor products in Iowa. Iowa Code §453E.3 requires a device retailer permit for the retail sale of glass and metal devices in Iowa.

The Iowa Department of Revenue (IDOR) administers the state retail permit process through its online portal. Businesses within city limits submit their applications through this portal, which then routes them to the City Clerk's Office for local review and approval. After the City Council approves the applications, they are routed to IDOR for final approval and issuance of the state permit. All permits expire annually on June 30.

Upon confirmation that the City Clerk's Office has received the completed applications, I recommend approving the Retail Tobacco Permits and Device Retailer Permits, as applicable, effective August 18, 2026, and expiring on June 30, 2027, for the following retailers.

Permit Type	Business Name	Address
Device Retailer License	Central Grocery and Beauty Inc.	1572 Central Ave.

Prepared by: Trish Gleason, Assistant City Clerk

Prepared by Trish L. Gleason, Asst. City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL TOBACCO PERMITS AND DEVICE RETAILER PERMITS, AS APPLICABLE AND AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3

WHEREAS, pursuant to Iowa Code §453A.47A, a retail tobacco permit is required for the retail sale of cigarettes, tobacco, alternative nicotine, and vapor products in Iowa; and

WHEREAS, pursuant to Iowa Code §453E.3, a device retailer permit is required for the retail sale of glass and metal devices in Iowa; and

WHEREAS, applications for Retail Tobacco Permit and Device Retailer Permit, as applicable, have been submitted and filed with the City Clerk's Office; 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 before they are forwarded to the Iowa Department of Revenue for final issuance.

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

Section 1. The City Clerk's Office is hereby authorized and directed to approve the following named applicants and locations for a Retail Tobacco Permit and Device Retailer Permit, as applicable, effective August 18, 2026, and expiring on June 30, 2027.

Permit Type	Business Name	Address
Device Retailer License	Central Grocery and Beauty Inc.	1572 Central Ave.

Section 2. The City Clerk's Office shall forward such approvals to the Iowa Department of Revenue for final issuance of said permits.

Passed, approved, and adopted this 17th day of August 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

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August 17, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Grant of Easement to Holy Family Catholic Schools, Dubuque, Iowa
SUMMARY:	City Manager recommending City Council set a public hearing to be held on September 8, 2026, to consider disposal of City interest by the granting of an Embankment Easement over the City owned property in Veterans Memorial Park to Holy Family Catholic Schools (HFCS), Dubuque, Iowa. **RESOLUTION** Intent To Dispose Of City Interest By Grant Of Embankment Easement To Holy Family Catholic Schools, Dubuque, Iowa, Across Part Of Lot 1 Of Mineral Lot 383 All In The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for September 8, 2026

ATTACHMENTS:

1. MVM Memo Grant of Easement to Holy Family Catholic Schools, Dubuque, Iowa
2. 1 hfcs embankment easement cc memo 07302026
3. 2 hfcs embankment easement resolution 07302026
4. 3 hfcs grant of embankment easement final signed
5. 4 site access agreement fully executed hfcs 07282026
6. 5 Notice_of_Public_Hearing_hfcs embank ease

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grant of Easement to Holy Family Catholic Schools, Dubuque, Iowa

DATE: August 11, 2026

City Engineer Gus Psihoyos is recommending City Council set a public hearing to be held on September 8, 2026, to consider disposal of City interest by the granting of an Embankment Easement over the City owned property in Veterans Memorial Park to Holy Family Catholic Schools (HFCS), Dubuque, Iowa.

HCFS is currently planning a large-scale campus improvement project affecting most of the Wahlert campus north of the existing school building complex. The improvements include site grading, new tennis courts, baseball fields, football field, track and field facilities, practice field, and storm water detention facilities. As part of their campus redevelopment plans, they have proposed an earthen embankment to be located on the disc golf course area of the city park. The earthen embankment will support the proposed football field and track. All appropriate City staff including the parks department have reviewed and approved of the plan and easement.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Bob Schiesl, Assistant City Engineer
Nate Kieffer, CE III, PE/PLS

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Grant of Easement to Holy Family Catholic Schools, Dubuque, Iowa

DATE: August 3, 2026

INTRODUCTION

This is in response to a request from Holy Family Catholic Schools, Dubuque, Iowa (HFCS) for the granting of an embankment easement across City owned property in Veterans Memorial Park as part of a proposed Wahlert campus improvements project.

DISCUSSION

HCFS is currently planning a large-scale campus improvement project affecting most of the Wahlert campus north of the existing school building complex. The improvements include site grading, new tennis courts, baseball fields, football field, track and field facilities, practice field, and storm water detention facilities. As part of their campus redevelopment plans, they have proposed an earthen embankment to be located on the disc golf course area of the city park. The earthen embankment will support the proposed football field and track. All appropriate City staff including the parks department have reviewed and approved of the plan and easement.

The attached grant of easement document defines responsibilities for HFCS and the City as follows:

HFCS 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.

City 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.

HFCS has signed the Acceptance of Easement included in the Grant of Embankment Easement attached agreeing to the terms and conditions listed above.

Due to a tight construction timeline, the City and HFCS have entered into the attached Site Access Agreement to begin the embankment work contemplated in the grant of easement.

RECOMMENDATION

I would recommend that the Grant of Embankment Easement to HFCS over the City owned property in Veterans Memorial Park be forwarded to City Council to be set for public hearing.

ACTION REQUESTED

The attached resolution should be submitted to the City Council for consideration and to set a public hearing on September 8, 2026 for disposal of City interest by the granting of an Embankment Easement to Holy Family Catholic Schools, Dubuque, Iowa.

Prepared by Nate Kieffer, CE III, PE/PLS

cc: Bob Schiesl, Assistant City Engineer

Prepared by Nate Kieffer, City of Dubuque Engineering, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4100

RESOLUTION NO.___-26

RESOLUTION OF INTENT TO DISPOSE OF CITY INTEREST BY GRANT OF EMBANKMENT EASEMENT TO HOLY FAMILY CATHOLIC SCHOOLS, DUBUQUE, IOWA, ACROSS PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA

Whereas, Holy Family Catholic Schools, Dubuque, Iowa (HFCS) has requested a Grant of Embankment Easement across PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, for constructing and maintaining an earthen sports field embankment for lateral support; and

Whereas, Origin Design has prepared and submitted to the City Council an exhibit showing the easement area for the proposed earthen sports field embankment across PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA.

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

Section 1. That the City of Dubuque intends to grant Storm Water Detention Basin and Sports Field Easement to HFCS across PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, as shown on the attached Exhibit A.

Section 2. That a public hearing on the intent to dispose of City interest by Grant of Storm Water Detention Basin and Sports Field Easement to HFCS across PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, is hereby set for the 8th day of September 2026, at the Historic Federal Building (and/or by virtual means), 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to dispose of said interest to be published in the manner as prescribed by law.

Passed, approved and adopted this 17th day of August 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Prepared by: Nate Kieffer 50 W. 13th Street Dubuque Iowa 52001 (563-589-4270)
Return to: Nate Kieffer 50 W. 13th Street Dubuque Iowa 52001 (563-589-4270)

GRANT OF 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 30th day of July, 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

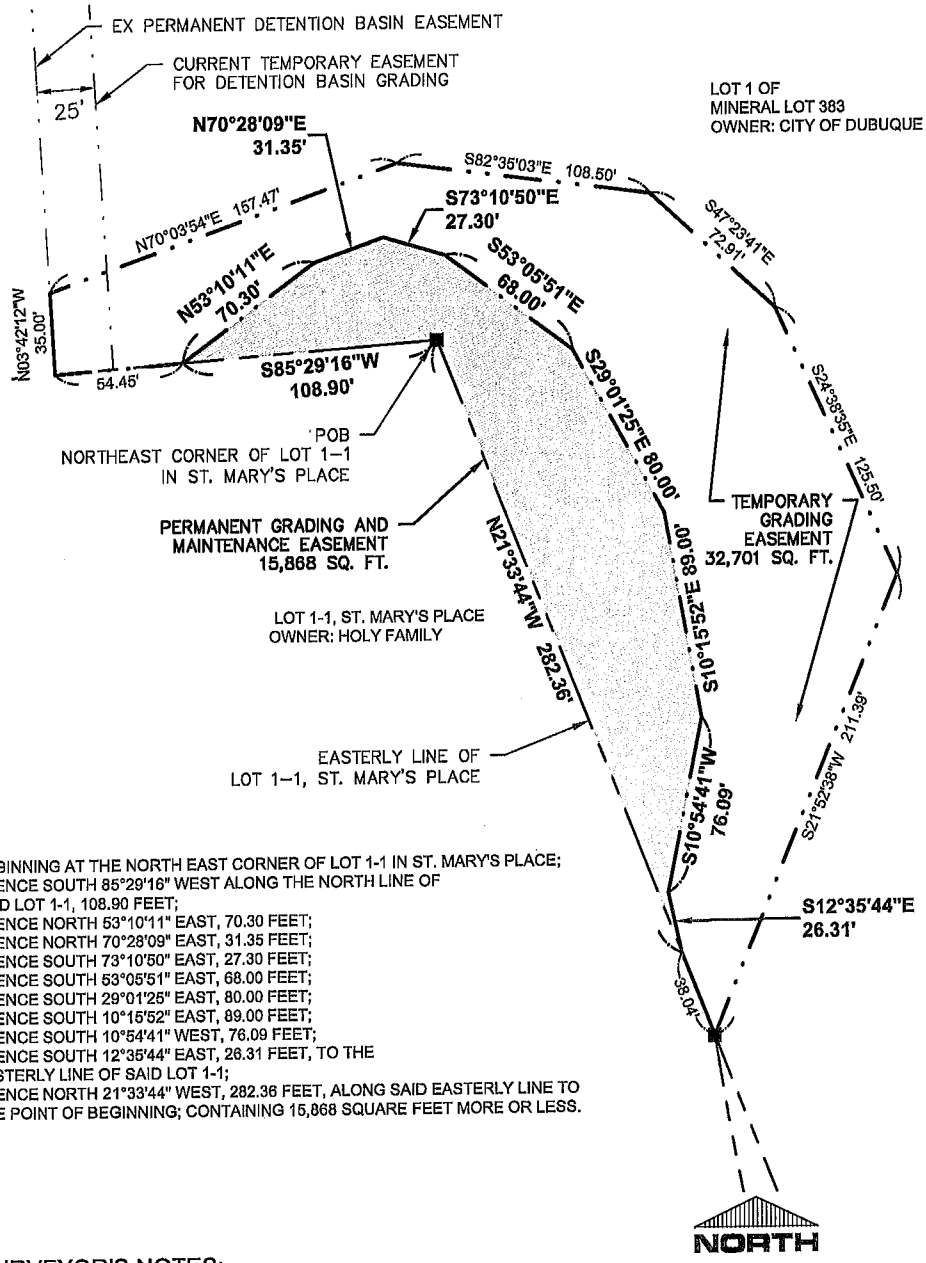
NOTARIAL SEAL IOWA
TRACEY L. STECKLEIN
Commission Number 716016
My Commission Expires
4-11-29

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;
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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

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

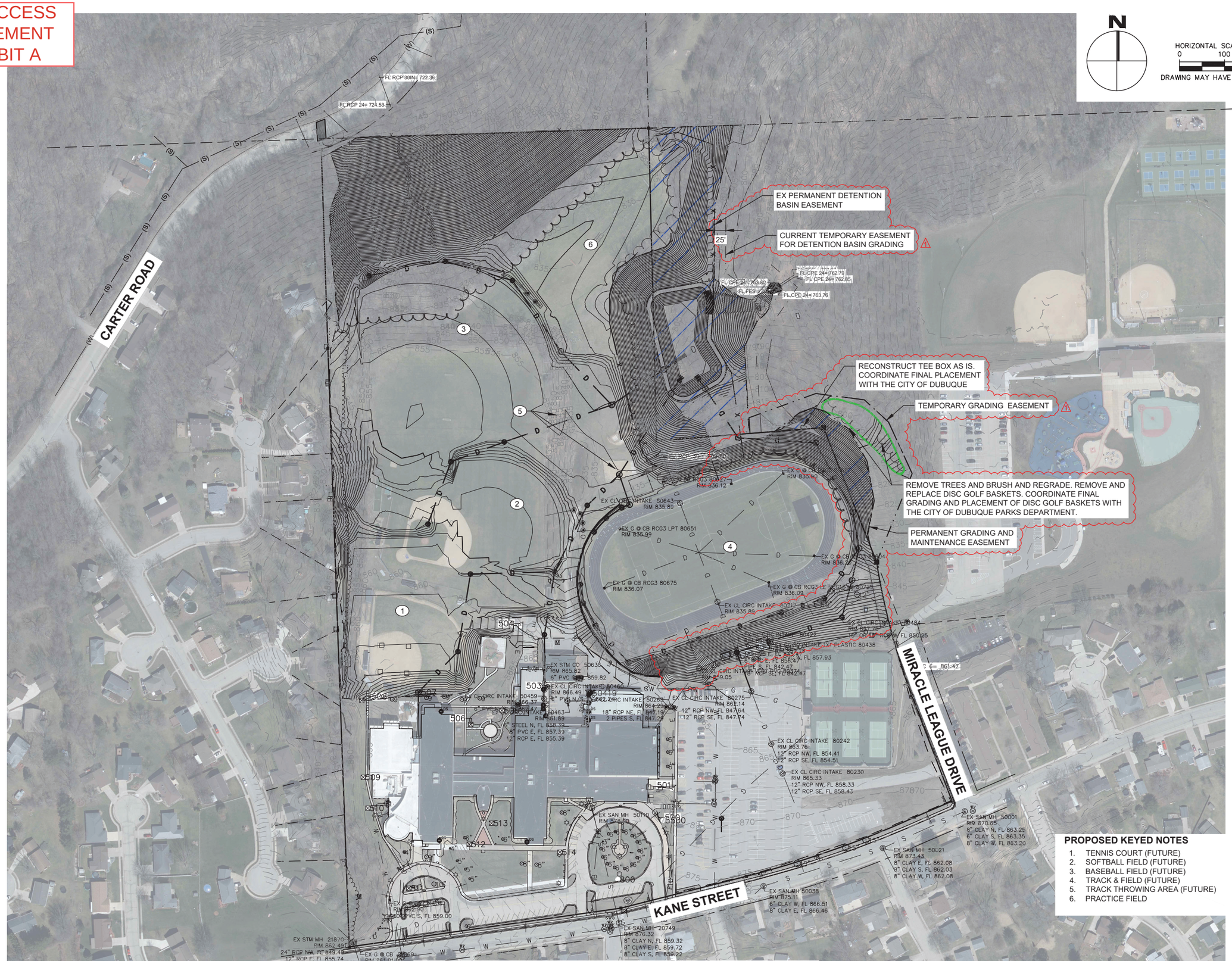
HOLY FAMILY CATHOLIC SCHOOLS, DUBUQUE, IOWA

_____
Philip Bormann, Chief Administrator

EXHIBIT A

SITE PLAN

SITE ACCESS AGREEMENT EXHIBIT A



PROPOSED KEYED NOTES

1. TENNIS COURT (FUTURE)
2. SOFTBALL FIELD (FUTURE)
3. BASEBALL FIELD (FUTURE)
4. TRACK & FIELD (FUTURE)
5. TRACK THROWING AREA (FUTURE)
6. PRACTICE FIELD

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origindesign.com
800 556-4491

© Origin Design Co.

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 Issued For Bidding:
Project Manager MRF 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

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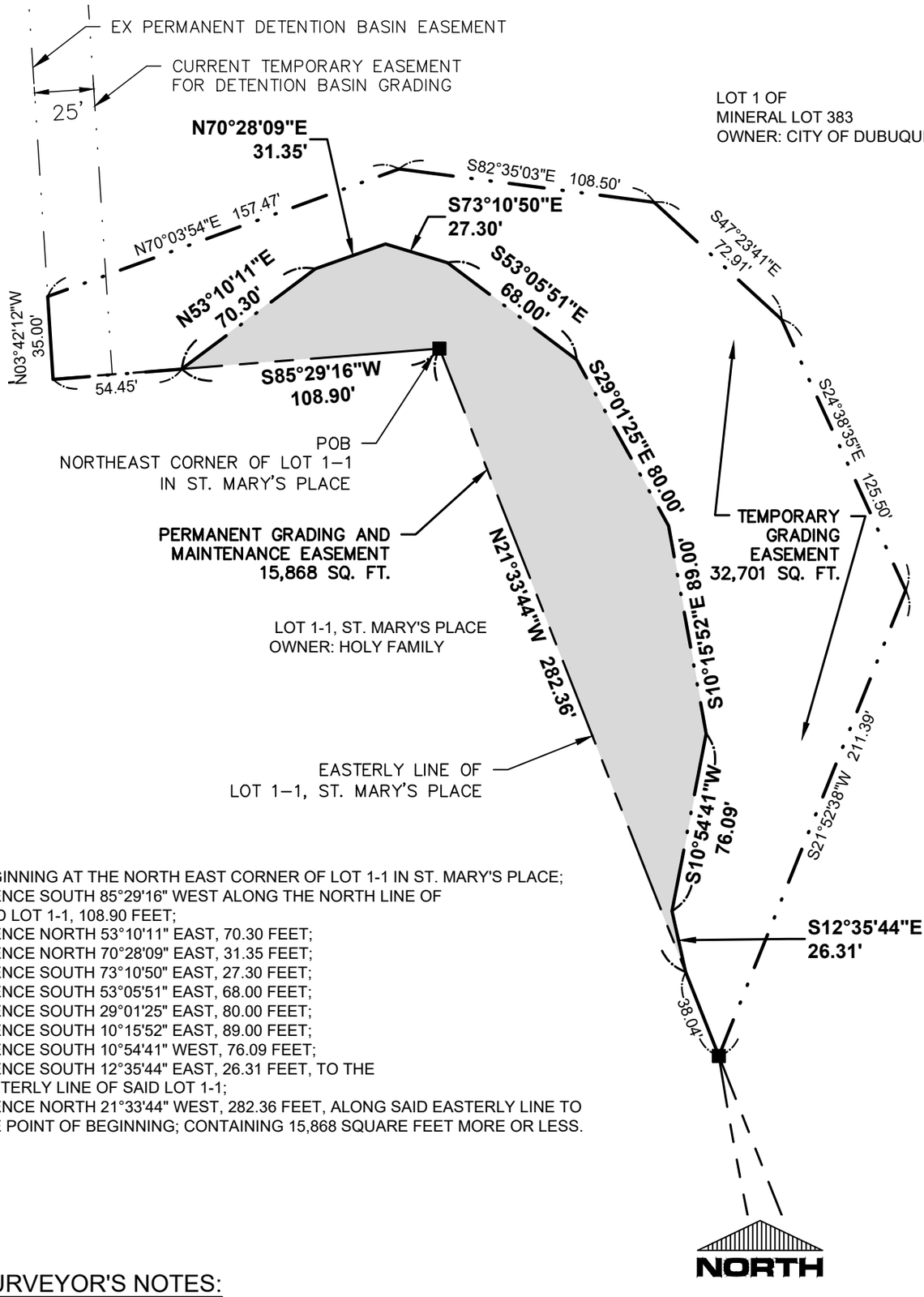

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P:\25\060\DRAWINGS\SURVEY\25060 VETS SLOPE EASE

INSURANCE SCHEDULE

INSURANCE SCHEDULE A

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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)

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Medical Payments	$5,000

1) ."
2) Include endorsement indicating that coverage is primary and non-contributory.
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   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.

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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 [X] Occurrence [ ] 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

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 C.M.G. Agency, Inc 10843 Old Mill Road Omaha, NE 68154	CONTACT NAME: C.M.G. Agency, Inc PHONE (A/C, No, Ext): 402-551-8765 FAX (A/C, No): E-MAIL ADDRESS: memberservices@catholicmutual.org
INSURED Archdiocese of Dubuque 1229 Mt. Loretta PO Box 479 Dubuque, IA 52001	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : INSURER B : Diocesan Self Insured Plan INSURER C : INSURER D : Midwest Employer's Casualty INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL 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			EWC008160	07/01/2026	07/01/2027	✔ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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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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 8th day of September 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 grant an Embankment Easement over City of Dubuque real property to Holy Family Catholic Schools, Dubuque, Iowa., said real property is more particularly described as follows:

PART OF LOT 1 OF MINERAL LOT 383 ALL 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 17th day of August 2026.

Adrienne N. Breitfelder, CMC City Clerk

Copyrighted
August 17, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Setting Public Hearing for Consenting to the Renewal of Operating Line of Credit between the Dubuque Racing Association LTD. and Nicolet National Bank
SUMMARY:	City Attorney recommending City Council set a public hearing on the consent to the DRA renewal of its line of credit for operations for September 8, 2026. **RESOLUTION** Setting A Date For A Public Hearing To Consent To The Renewal Of The Operating Line Of Credit Between The Dubuque Racing Association Ltd. And Nicolet National Bank
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for September 8, 2026

ATTACHMENTS:

1. Notice of Public Hearing_LOC City Consent
2. Council_Consent to Renewal of LOC_Draft_8-12-26
3. Resolution
4. Executed Promissory Note_Redacted

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 8th day of September, 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 Consent to the Renewal of the Operating Line of Credit between the Dubuque Racing Association LTD. and Nicolet National Bank.

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 17th day of August, 2026.

Adrienne N. Breitfelder, CMC, City Clerk

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY

TO: **MAYOR BRAD M. CAVANAGH & MEMBERS OF THE CITY COUNCIL**

DATE: **AUGUST 12, 2026**

RE: **CONSENT TO DUBUQUE RACING ASSOCIATION RENEWAL OF OPERATING LINE OF CREDIT WITH NICOLET NATIONAL BANK**

The City has a lease with the Dubuque Racing Association (DRA). The DRA has an existing line of credit for operations which the City Council consented to pursuant to the lease. The current operating line of credit originated with MidWestOne Bank and is now held by Nicolet National Bank.

The DRA seeks to renew the line of credit for operations with Nicolet National Bank. As the line of credit is secured by the leasehold mortgage with the City, City Council consent is necessary for the renewal.

I respectfully recommend City Council set a public hearing on the consent to the DRA renewal of its line of credit for operations for September 8, 2026.

cc: Michael C. Van Milligen, City Manager

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4381 / FAX (563) 583-1040 / EMAIL cbrumwel@cityofdubuque.org

Prepared by Crenna M. Brumwell, City Attorney, 300 Main Street, Suite 330, Dubuque, IA 52001, (563) 589-4381
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. _____-26

A RESOLUTION SETTING A DATE FOR A PUBLIC HEARING TO CONSENT TO THE RENEWAL OF THE OPERATING LINE OF CREDIT BETWEEN THE DUBUQUE RACING ASSOCIATION LTD. AND NICOLET NATIONAL BANK

WHEREAS, the City has a lease with the Dubuque Racing Association Ltd.; and

WHEREAS, the Dubuque Racing Association Ltd. has a revolving line of credit for daily operations; and

WHEREAS, the City has previously consented to the line of credit up to $1,500,000 with MidWestOne Bank; and

WHEREAS, the revolving line of credit must periodically be renewed; and

WHEREAS, the Dubuque Racing Association Ltd, seeks the City's consent to renew its operating letter of credit with Nicolet National Bank for up to $1,500,000; and

WHEREAS, the letter of credit is secured by the leasehold mortgage, previously consented to by the City, but approval of the renewal of the letter of credit requires a separate City consent as it is a disposition of an interest in real estate; and

WHEREAS, the City Council of the City of Dubuque finds that the City should consent to the renewal of the operating line of credit as it facilitates day to day operations of the facility; and

WHEREAS, a public hearing on the Renewal of the Operating Line of Credit between the Dubuque Racing Association Ltd. and Nicolet National Bank should be scheduled for September 8, 2026 at 6:30 p.m.

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

Section 1. That the City Council will meet in the Historic Federal Building, Council Chambers, 2nd Floor, 250 West 6th Street, Dubuque, Iowa at 6:30 p.m. on September 8, 2026 for the purposes of holding a public hearing and taking action to approved the Renewal of the Operating Line of Credit between the Dubuque Racing Association Ltd. and Nicolet National Bank.

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 Renewal of the Operating Line of Credit between the Dubuque Racing Association Ltd. and Nicolet National Bank.

Passed, approved and adopted this _____ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

HLP0316

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$1,500,000.00	09-01-2026	07-01-2029	[redacted]	220/1370	[redacted]	WRB	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: DUBUQUE RACING ASSOCIATION, LTD.
1855 GREYHOUND PARK ROAD
DUBUQUE, IA 52001

Lender: Nicolet National Bank
Dubuque - Main Street
895 Main St.
Dubuque, IA 52001
(563) 582-1841

Principal Amount: $1,500,000.00 **Date of Note: September 1, 2026**

PROMISE TO PAY. DUBUQUE RACING ASSOCIATION, LTD. ("Borrower") promises to pay to Nicolet National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Five Hundred Thousand & 00/100 Dollars ($1,500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on July 1, 2029. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning October 1, 2026, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the WALL STREET JOURNAL PRIME RATE (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each DAY. Borrower understands that Lender may make loans based on other rates as well. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the Index. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Note, Lender may amend this Note by designating a substantially similar substitute index. Lender may also amend and add a positive or negative margin (percentage added to or subtracted from the substitute index value) as part of the rate determination. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this Note will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the interest rate on this Note be less than 0.000% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: MidWestOne Bank, 102 S. Clinton Street, PO Box 1700 Iowa City, IA 52244-1700.**

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged **5.000% of the unpaid portion of the regularly scheduled payment or $25.00, whichever is greater.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 21.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or

not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Iowa without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Iowa.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including electronic records.

PURPOSE OF LOAN. The specific purpose of this loan is: RENEW OPERATING LINE OF CREDIT.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: MidWestOne Bank 102 S. Clinton Street, PO Box 1700 Iowa City, IA 52244-1700.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

BORROWER:

DUBUQUE RACING ASSOCIATION, LTD.

By: _____
ANTHONY LAMAR WILLIAMS, President and Chief Executive Officer of DUBUQUE RACING ASSOCIATION, LTD.

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August 17, 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.

Airport Commission
Two, 4-Year terms through September 14, 2030 (Expiring terms of Phillips and Blocker)
Michael Finnin, 1129 Hunters Ridge
Michael Phillips, 955 Washington St.
Molly Grover, 2245 Green St.
Matthew Mohr, 560 Sunset Ridge

Housing Commission
One, 3-Year term through August 17, 2029 (Expiring term of Eudaley)
Amy Eudaley, 950 Wood St.

Due to technical issues, the applications were unable to be included with the agenda packet. They have been uploaded to the City's website via the following links:
Airport Commission:
https://cityofdubuque.org/DocumentCenter/View/65522/Airport-Commission-Applicants
Housing
Commission: https://cityofdubuque.org/DocumentCenter/View/65523/Housing-Commission-Applicant

SUGGUESTED DISPOSITION:

ATTACHMENTS:
1. Overview Sheet
2. Details and Openings

APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, August 17, 2026
6:30 p.m., Historic Federal Building, 350 W. 6th Street

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT

Airport Commission
Two, 4-Year terms through September 14, 2030 (Expiring terms of Phillips and Blocker)
Michael Finnin, 1129 Hunters Ridge
Michael Phillips, 955 Washington St.
Molly Grover, 2245 Green St.
Matthew Mohr, 560 Sunset Ridge

Housing Commission
One, 3-Year term through August 17, 2029 (Expiring term of Eudaley)
Amy Eudaley, 950 Wood St.

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS 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 Board
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

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August 17, 2026

City of Dubuque
City Council

BOARDS/COMMISSIONS # 2.

ITEM TITLE: Boards and Commission Appointments

SUMMARY: Appointments to the following commissions to be made at this 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 Board
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.

Due to technical issues, the applications were unable to be included with the agenda packet. They have been uploaded to the City's website via the following links:
Community Development Advisory Commission:
https://cityofdubuque.org/DocumentCenter/View/65520/Community-Development-Advisory-Commission-Applicants
Transit Advisory Board:
https://cityofdubuque.org/DocumentCenter/View/65521/Transit-Advisory-Board-Applicants

SUGGUESTED DISPOSITION:

ATTACHMENTS:
1. Overview Sheet
2. Details and Openings

APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, August 17, 2026
6:30 p.m., Historic Federal Building, 350 W. 6th Street

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT

Airport Commission
Two, 4-Year terms through September 14, 2030 (Expiring terms of Phillips and Blocker)
Michael Finnin, 1129 Hunters Ridge
Michael Phillips, 955 Washington St.
Molly Grover, 2245 Green St.
Matthew Mohr, 560 Sunset Ridge

Housing Commission
One, 3-Year term through August 17, 2029 (Expiring term of Eudaley)
Amy Eudaley, 950 Wood St.

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS 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 Board
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

Copyrighted
August 17, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 1.

ITEM TITLE:	Wacker Plaza Planned Unit Development Amendment
SUMMARY:	Proof of publication on notice of public hearing to consider a request from The Architects Partnership to amend the Wacker Plaza Planned Unit Development, located at 800 Wacker Drive, with PC-Planned Commercial designation to update the signage and parking requirements, and conceptual development plan, and Zoning Advisory Commission recommending approval. **ORDINANCE** Amending Title 16, The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Rescinding Ordinance 40-89 And 50-05 Which Provides Regulations For A PUD Planned Unit Development District With A PC Planned Commercial Designation For The Wacker Plaza PUD District At 800 And 806 Wacker Drive And Now Being Amended To Update The Conceptual Development Plan And To Modify Parking And Signage Regulations
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. ZAC Ltr to Council
2. Application
3. Vicinity Map
4. Notification Map
5. Staff Memo
6. Ordinance
7. Ordinance with Applicant Signature
8. CC Presentation

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org

August 10, 2026

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: The Architects Partnership
Location: 800 Wacker Drive
Description: To amend the Wacker Plaza Planned Unit Development with PC-Planned Commercial designation to update the signage and parking requirements, and conceptual development plan.

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request. The application, staff report, and related materials are attached for your review.

Discussion

Cody Weaver, Civil Engineering Consultants, 2400 86th St, Urbandale, Iowa, spoke on behalf of the property owner. He stated they are seeking to add a bank with a drive-up ATM to Building C. He explained this involves reworking the pavement and parking there. He said they are also cleaning up the signage and parking requirements. He explained that a bank is allowed, they just want to make sure the drive-up ATM is allowed and included in the conceptual development plan.

Staff detailed the staff report summarizing the request as an update to the Conceptual Development Plan, a simplification of the parking standards, and a clarification of the signage requirements within the PUD. Staff displayed the map of properties that received notification and explained the history of the property going back to the 1989 adoption of the PUD and the 2005 signage amendment. Staff explained that adding a drive-thru ATM required a conceptual development plan and site plan review and approval. Staff noted that the proposal was reviewed by Development Review Team.

Staff noted that the parking requirements were based on the 1985 zoning code and varied by use, meaning they changed whenever a use changed. Staff noted that the proposal is to simplify the parking requirements to one per every 250 square feet available to the public and noted that staff typically estimate parking by using 80% of each building's gross-floor space to accommodate back of house, bathrooms, private offices, etc. Staff stated that the 80% computes to 218 required parking spaces and that there are 287 on the property when removing the spaces in the proposed drive-through lane.

Staff said the signage allocation is not changing, and that the proposal is to clarify the standard within the PUD. Staff noted that there are 1,400 linear feet of façade, which allows 2,800 aggregate square feet of wall signage to be shared by all businesses.

Recommendation
By a vote of 5 to 0, the Zoning Advisory Commission recommends that the City Council approve the request.

A simple majority vote is needed for the City Council to approve the request.

Respectfully submitted,



Matt Mulligan, Chairperson
Zoning Advisory Commission

Attachments

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Planning Services Department
Dubuque, IA 52001-4845
Phone: 563-589-4210
Fax: 563-589-4221
planning@cityofdubuque.org

APPLICATION FORM

Zoning Advisory Commission
- [x] Amended PUD
- [ ] Rezoning/PUD/ID
- [ ] Text Amendment
- [ ] Simple Subdivision
- [ ] Preliminary Plat
- [ ] Major Final Plat
- [ ] Minor Final Plat
- [ ] Waiver from Site Design Standards

Zoning Board of Adjustment
- [ ] Conditional Use Permit
- [ ] Special Exception
- [ ] Variance
- [ ] Appeal

Development Services
- [ ] Annexation
- [ ] Limited Setback Waiver
- [ ] Site Plan Simple
- [ ] Site Plan Minor
- [ ] Site Plan Major
- [ ] Simple Subdivision
- [ ] Temporary Use Permit
- [ ] Port of Dubuque/ Chaplain Schmitt Island Design Review

Historic Preservation Commission
- [ ] Demolition Review
- [ ] Historic Revolving Loan
- [ ] Certificate of Economic Non-Viability
- [ ] Design Review Certificate of Appropriateness
- [ ] Advisory Design Review (Public Projects)
- [ ] Historic Designation

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: 800 Wacker Drive

Legal Description/Parcel ID#/Subdivision: Lot 1 Wacker Plaza 1st Add'N

Existing Zoning: PC Proposed Zoning: PC Site Area (square feet/acres): 1.23 Ac.

Historic District: Landmark: [ ] Yes [x] No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Allow Bank Drive-up with Remote Teller

C. Applicant/Agent Information

Name: The Architects Partnership Phone: 312-583-9800

Address: 680 N Lake Shore Drive #3099 City: Chicago

State: IL Zip: 60611 Email: wright@tapchicago.com

D. Property Owner(s) Information

Name(s): Metro Investments Dubuque, LLC Phone: 319-236-1136

Address: 2117 Falls Ave. City: Waterloo

State: IA Zip: 50701 Email:

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

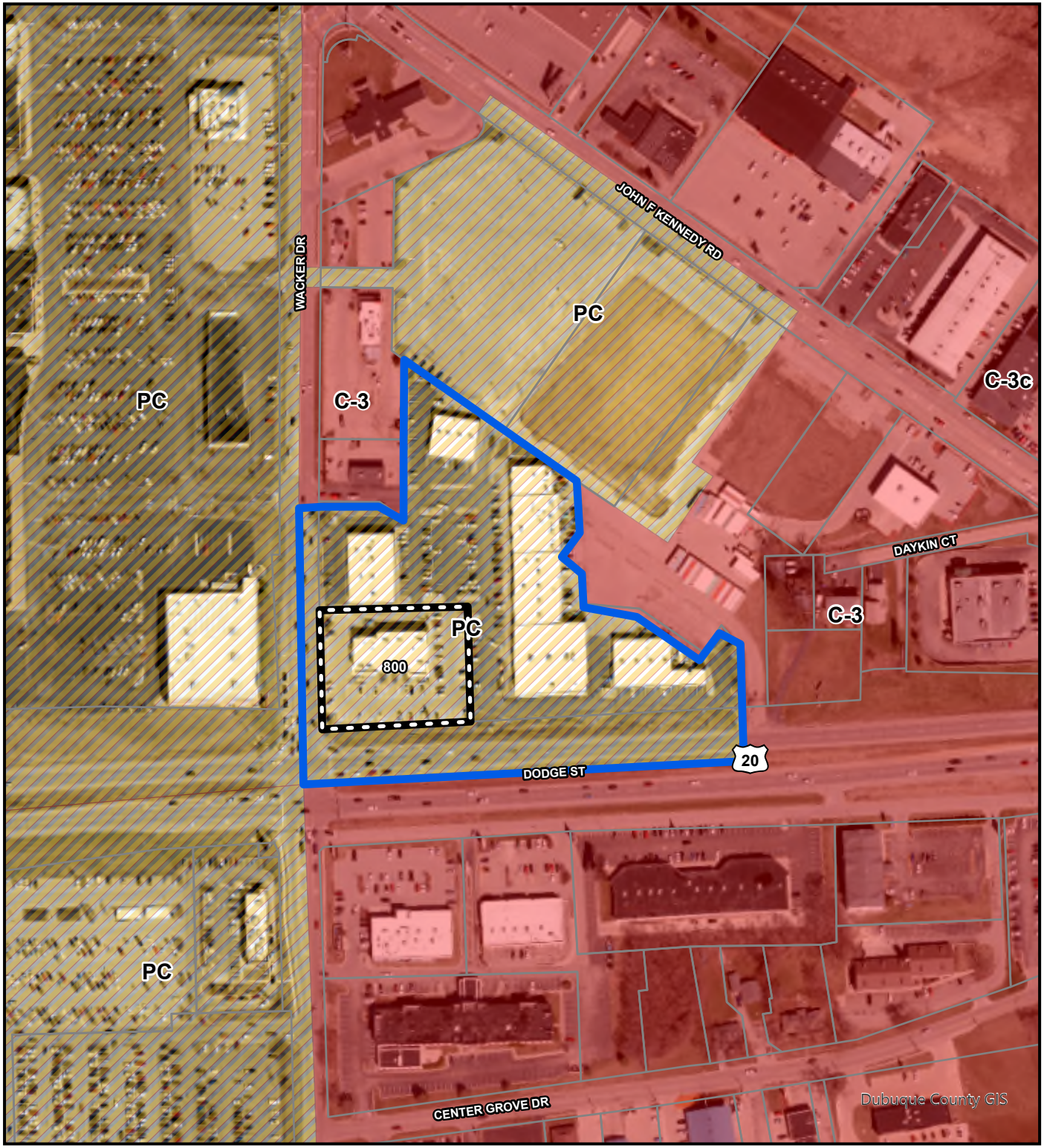
1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

Applicant/Agent: _____ Date: _____

Property Owner(s): _____ Date: 6-26-2020

FOR OFFICE USE ONLY

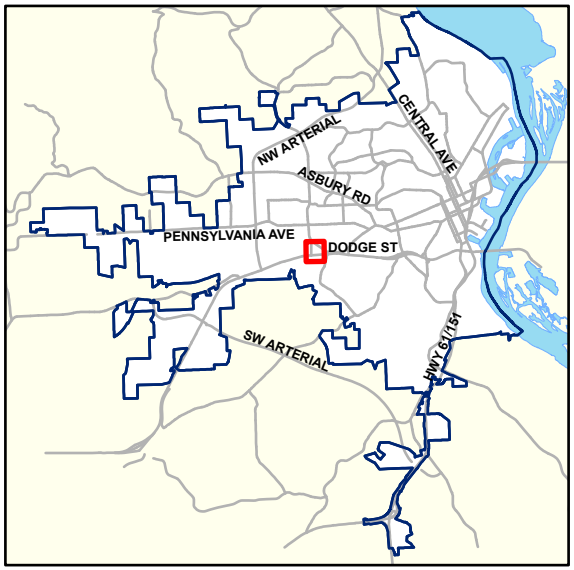
Fee $_____ Ck#_____ [ ]CC [ ]Cash Received by_____ Date_____



THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

Vicinity Map



Applicant: The Architects Partnership

Location: 800 Wacker Drive

Type: PUD Amendment

Description: To amend the Wacker Plaza Planned Unit Development with PC-Planned Commercial designation to update the signage and parking requirements, and conceptual development plan.

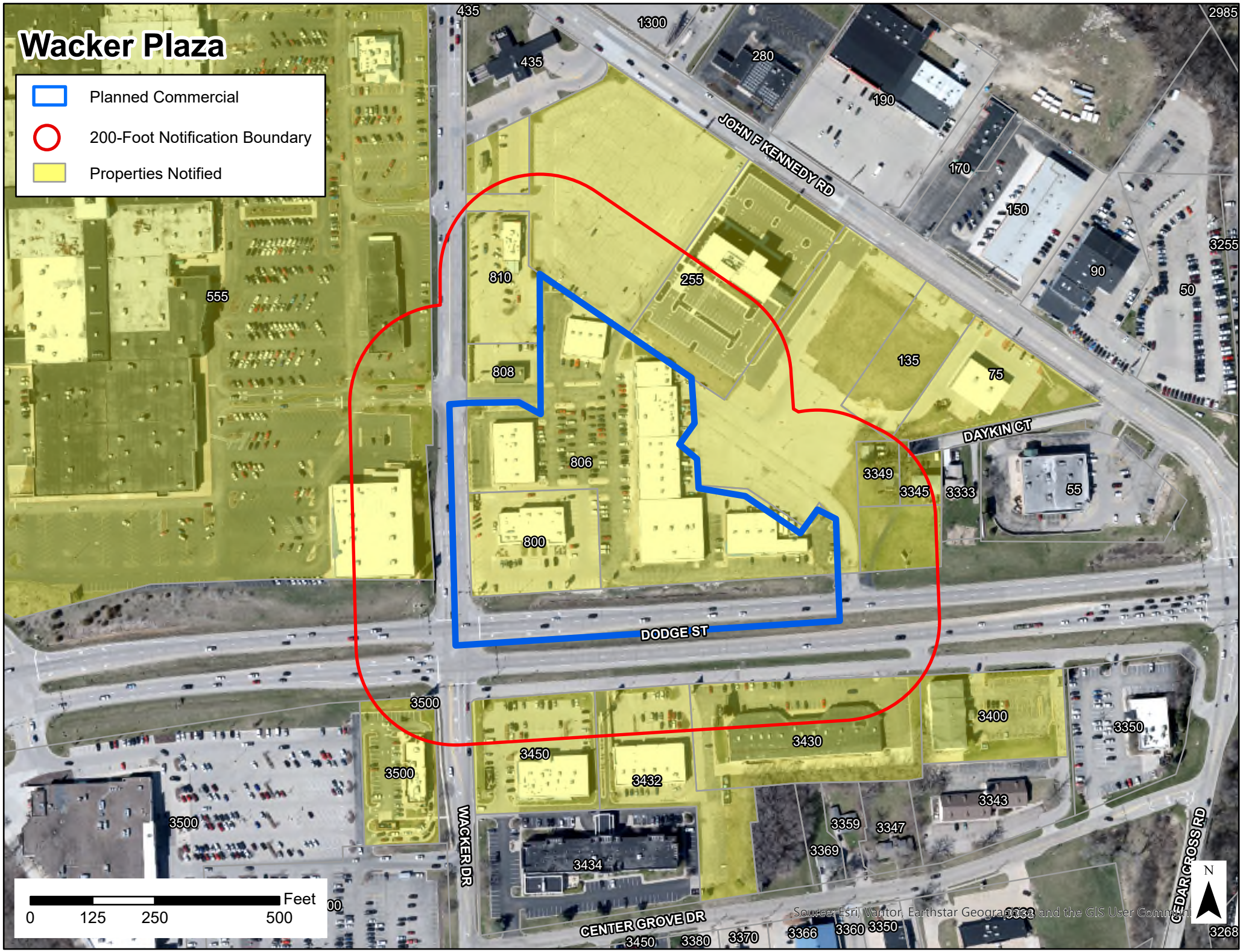
Subject Property

Planned Commercial PUD

0 100 200 400
Feet

N

1:3,000


Wacker Plaza
Planned Commercial
200-Foot Notification Boundary
Properties Notified
JOHN F KENNEDY RD
DODGE ST
DAYKIN CT
WACKER DR
CENTER GROVE DR
CEDAR CROSS RD
435
1300
2985
280
190
170
150
3255
90
50
810
255
555
808
135
75
806
3349
3345
3333
55
800
3500
3400
3350
3450
3430
3432
3343
3359
3347
3369
3434
3366
3360
3350
3450
3380
3370
3268
0
125
250
500
Feet
N
Source: Esri, Vantor, Earthstar Geographics and the GIS User Community

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 29, 2026

TO: Zoning Advisory Commission

FROM: Travis Schrobilgen, Assistant Planner

SUBJECT: Amend the Wacker Plaza Planned Unit Development with PC-Planned Commercial designation to update the signage and parking requirements, and conceptual development plan.

INTRODUCTION

The applicant is requesting to amend the Wacker Plaza Planned Unit Development (PUD) located at 800 and 806 Wacker Drive by adopting an updated conceptual development plan, consolidating a previously approved signage ordinance, and simplifying the parking requirements for the district.

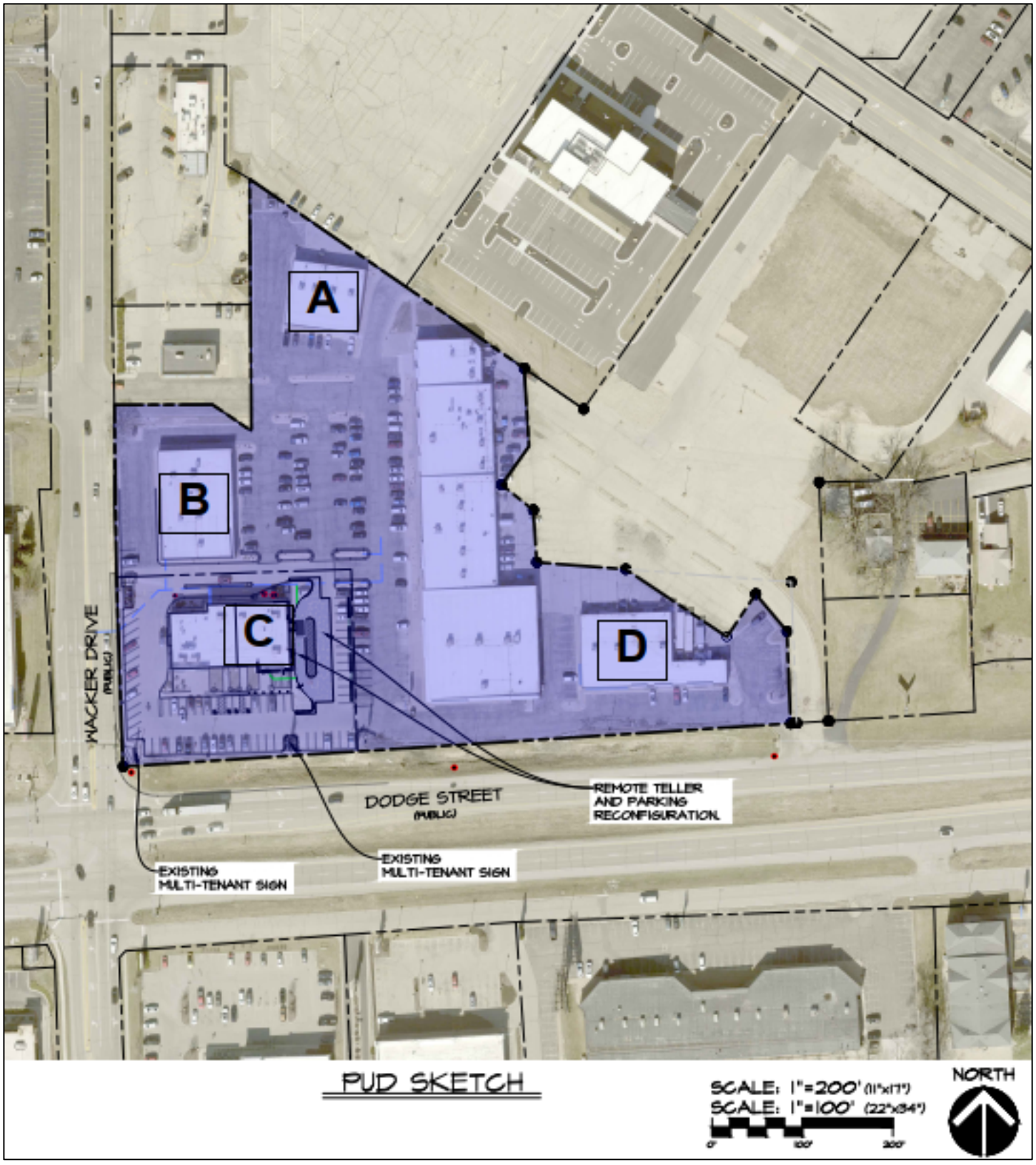
BACKGROUND

The subject Planned Unit Development is located at the intersection of Dodge Street (Highway 20) and Wacker Drive. The property is approximately 6 acres and consists of one main structure with four satellite structures. It has frontage along both Dodge Street and Wacker Drive and is surrounded by commercial development.

The Wacker Plaza planned district was established in 1989, and it formerly consisted of additional property to the north. The PUD has been nearly halved in size since its inception and was most recently amended to modify signage standards in 2005.

The property owner and prospective tenant are seeking to amend the district to accommodate an attached drive-up ATM and clarify district standards regarding signage and parking.

The PUD Conceptual Development Plan on the following page.



Proposed Conceptual Development Plan. Updated to current PUD extents and to incorporate the attached drive-up atm.

DISCUSSION

Conceptual Development Plan (Exhibit A)

The applicant is requesting to amend the current conceptual development plan to incorporate a new attached drive-up ATM associated with a prospective tenant. The drive through location would replace existing parking spaces and would have minimal impact on the district otherwise. The new concept plan has been reviewed by Engineering as part of site plan review, and it has been determined to be compliant with all City standards. The drive through is considered a substantial change to the conceptual development plan and therefore an amendment is required before approval of a site plan may be granted.

Parking

The Wacker Plaza PUD Ordinance currently describes minimum off-street parking standards by use and per the 1985 zoning code calculations. Those standards, depending on the use, i.e. restaurant, retail, office, etc., require developers and/or staff to establish the number of employees in addition to floor space accessible to the public, and other difficult-to-establish and often changing variables. The proposed change would be based strictly on floor area accessible to the public, a number which is estimated by taking 80% of a building's footprint.

As proposed, the minimum number of required spaces would be one space per 250 square feet of floor area accessible to the public. The PUD has a current amount and built-in limit of 68,000 square feet of structures. Taking a conservative 80%, that is 54,400 sq ft. which would require **218 spaces across the district**. With the proposed changes to the drive-up atm and including some rear loading and parking areas, **the site provides 287**. The minimum parking requirement is just that, a minimum. A developer in the district may provide more than the minimum requirement and that would be the case if adopted.

Site map on the following page.



Red indicates the facades measured.

Signage

There is no change to signage allocations. The amendment seeks to consolidate the signage section into the same ordinance and to clarify the limits of signage for the district. The current Wacker Plaza ordinance sign section was an amendment from 2005 and is a separate ordinance document from the 1989 ordinance. Historically, ordinances were not 'replaced' (rescind old and adopt new) as they are now. That leaves a separate ordinance document for each amendment in a district, which can become unwieldy and difficult to track over time. Additionally, the district notes that signage is limited to two square feet of wall signage per each "linear foot of façade" which is an unclear standard when reviewing sign permits (which facades are counted?). There is no change to the wall signage allocation. The change is to add clarity by explicitly stating the total linear feet and related square feet of signage permitted. The total linear feet come to 1,400 and total signage is then limited to 2,800 square feet. Current signage totals approximately 2,400 square feet which leaves 400 square feet to allocate for additional tenants.

Development Review

All new developments, including new signage, within the PUD require permits through Inspection and Construction Services. Additionally, developments that modify the site or any new construction require site plan review and approval through the City's Development Review Team (DRT). The DRT is comprised of multiple City departments including Engineering, Planning, Water Distribution, Fire, Police, Housing & Community Development, and Leisure Services. Site plans are reviewed by all relevant departments regarding street improvements, site access, parking, grading, screening, paving, park land, stormwater management, water connection, sanitary sewer connection, fire safety, and more.

RECOMMENDATION

City staff recommends that the Zoning Advisory Commission review the enclosed materials and make a recommendation to the City Council regarding the proposal to Amend the conceptual development plan, parking and signage regulations for the Wacker Plaza Planned Unit Development.

Attachments

Exhibit A – Conceptual Development Plan

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

ORDINANCE NO. -26

AN ORDINANCE AMENDING TITLE 16, THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RESCINDING ORDINANCE 40-89 AND 50-05 WHICH PROVIDES REGULATIONS FOR A PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH A PC PLANNED COMMERCIAL DESIGNATION FOR THE WACKER PLAZA PUD DISTRICT AT 800 AND 806 WACKER DRIVE AND NOW BEING AMENDED TO UPDATE THE CONCEPTUAL DEVELOPMENT PLAN AND TO MODIFY PARKING AND SIGNAGE REGULATIONS.

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

Section 1. That Title 16, the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by rescinding ordinance 40-89 and 50-05 which provide regulations for a PUD planned unit development district with a pc planned commercial designation for the Wacker Plaza PUD district at 800 and 806 Wacker drive and now being amended to update the conceptual development plan and to modify parking and signage regulations, to wit:

Lot 1 and Lot 2 of Wacker Plaza First Addition, and to the centerline of the adjoining public right-of-way, as shown in the attached Exhibit A, 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 Wacker Plaza Planned Unit Development. **(Exhibit A)**

Section 3. Pursuant to Iowa Code Section 414.5, and as an express condition of the reclassification, the undersigned property owner agrees to the following conditions, all of which the property owner further agrees are reasonable and imposed to satisfy the public needs that are caused directly by the zoning reclassification:

A. Use Regulations
The following regulations shall apply to all land uses in the above-described PUD District.

1. The principal permitted uses shall be limited to:
   a. Hardware store
   b. Flowers/garden stores/commercial greenhouse
   c. Shoe repair
   d. Commercial art gallery

e. Bakery, wholesale/commercial/retail
f. Indoor restaurant
g. Bar/tavern
h. Supermarket
i. Shoe store
j. Sewing/fabric store
k. Tailoring/alterations
l. Books/stationery store
m. Gifts/souvenir shop
n. Toys/hobby shop
o. Sporting goods sales and rental
p. Bicycle shop sales and rental
q. Camera/photo supply store
r. Furniture/home furnishing
s. Appliance sales and service
t. Radio/TV, etc. sales and service
u. Computer sales and service
v. Music store (sales/rental)
w. Catalog center
x. Laundromat
y. Furniture upholstery repair
z. Artist studio
aa. Photographic studio
bb. Neighborhood shopping center
cc. Business services
dd. Indoor amusement center
ee. Office supply
ff. Indoor theater
gg. Indoor recreational facilities
hh. Printing/publishing
ii. Auto service centers (TBA)
jj. Auto parts/supply
kk. Local shopping center
ll. Parking structures
mm. Wholesale sales/distributor
nn. Jewelry store
oo. General office
pp. Medical office/clinic
qq. Dental/medical lab
rr. Personal services
ss. Barber shop/beauty shop
tt. Grocery store
uu. Drug store/health care supplies
vv. Laundry/dry cleaners
ww. Department stores
xx. School of private instruction
yy. Private clubs
zz. Motel
aaa. Banks/savings and loans/credit unions

2. Accessory uses shall be limited to any use customarily incidental and subordinate to the principal use.

B. Lot and Bulk Regulations

Development of land in the PUD District shall be as follows:

1. All structures shall be a minimum of 40 feet from the front property line adjoining Dodge Street and Wacker Drive.

2. No building or structure shall exceed 40 feet in height on the site.

3. A maximum building area of 68,000 square feet will be permitted on the site.

4. The development shall consist of one main building and four separate structures, designated on the conceptual plan as A, B, C, and D. **Building C has an attached drive-up ATM on the east side and a drive-through and pickup window on the west side.**

C. Parking Requirements

1. The minimum off-street parking requirement for the district shall be 1 space per 250 square feet of floor area accessible to the public.

D. Site Plan Provisions

The site development standards for this PC Planned Commercial District shall be as follows:

1. A landscape area containing permeable and uncovered surface with living materials shall be a minimum of 10% of the combined building coverage and vehicle use area, in conformance with the landscaping and screening requirements of the Unified Development Code.

2. All parking aisles and traffic control areas shall have raised curbing.

E. Sign Regulations

Signs in the PUD District shall be regulated as follows:

1. A maximum of five (5) free-standing on-premise signs shall be permitted, with a maximum area of **125** square feet each and a maximum height of 40 feet.

2. The total wall-mounted signage maximum area shall be two (2) square feet for each lineal foot of building façade **(1,400 linear feet for a total of 2,800 square feet of signage).** The signable area

shall be distributed among all tenants on the site, with a maximum of three (3) signs per business. Wall-mounted signs may be located on any wall below the eave or parapet line.

3. A maximum of two (2) off-premise signs shall be permitted on the premises, with a maximum area of 750 square feet each and a maximum height of 40 feet.

4. Directional signs shall be permitted at 6 square feet per sign panel, either wall-mounted, projecting, or free-standing, with a maximum height of 10 feet.

5. No name plate or directory signs are allowed.

6. Variance requests from sign requirements for size, number, and height shall be reviewed by the Zoning Board of Adjustment in accordance with the Unified Development Code.

F. Previous Conceptual Plans

1. That all previously approved conceptual development plans are hereby rescinded and that the attached conceptual plan, Exhibit A, shall hereinafter regulate the Wacker Plaza Planned Unit Development District.

G. Ordinance History

1. Ord. 40-89: Approved an amended conceptual development plan for a PC Planned Commercial District at 3400 Highway 20 (owner/applicant Richard L. Davis), adopted September 5, 1989.

2. Ord. 50-05: Approved an amended Section 2.E., Sign regulations, of ordinance no. 40-89 that established the PUD Planned Unit Development district for Wacker Plaza.

H. Transfer of Ownership

Transfer of ownership or lease of property in this PUD District shall include in the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the PUD District.

I. Modifications

Any modification of the Ordinance must be approved by the City Council in accordance with the Zoning Reclassification proceedings of Section 16-9 of the Unified Development Code.

J. Recording

A copy of this PUD Ordinance shall be recorded, at the expense of the property owner, with the Dubuque County Recorder as a permanent record of the

conditions accepted as a part of this reclassification approval. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

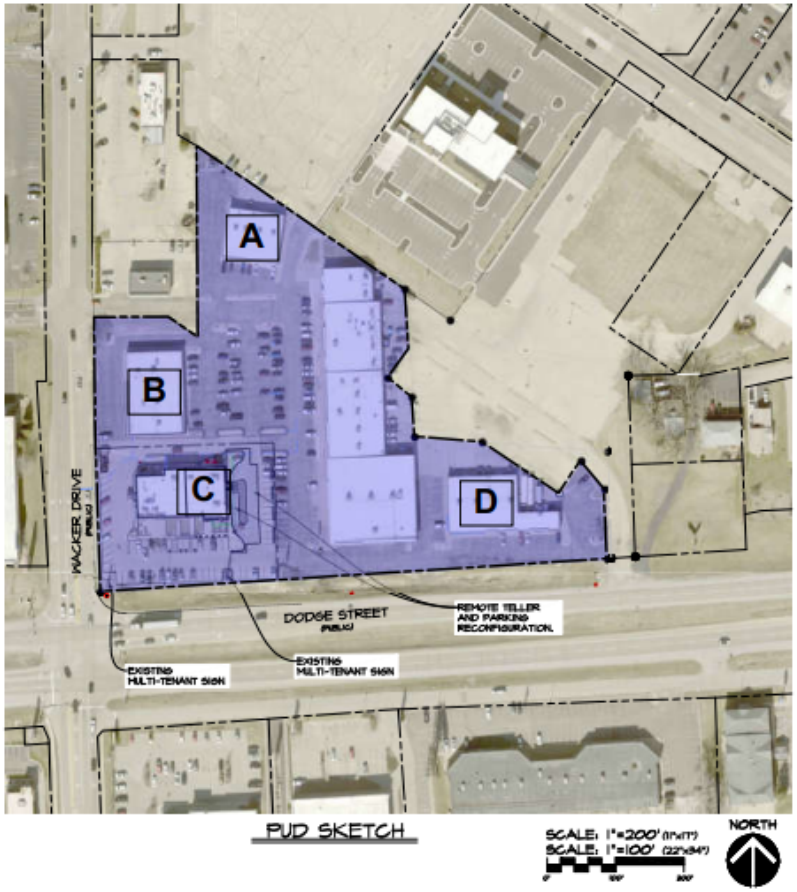
Section 4. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved and adopted this day of , 2026.

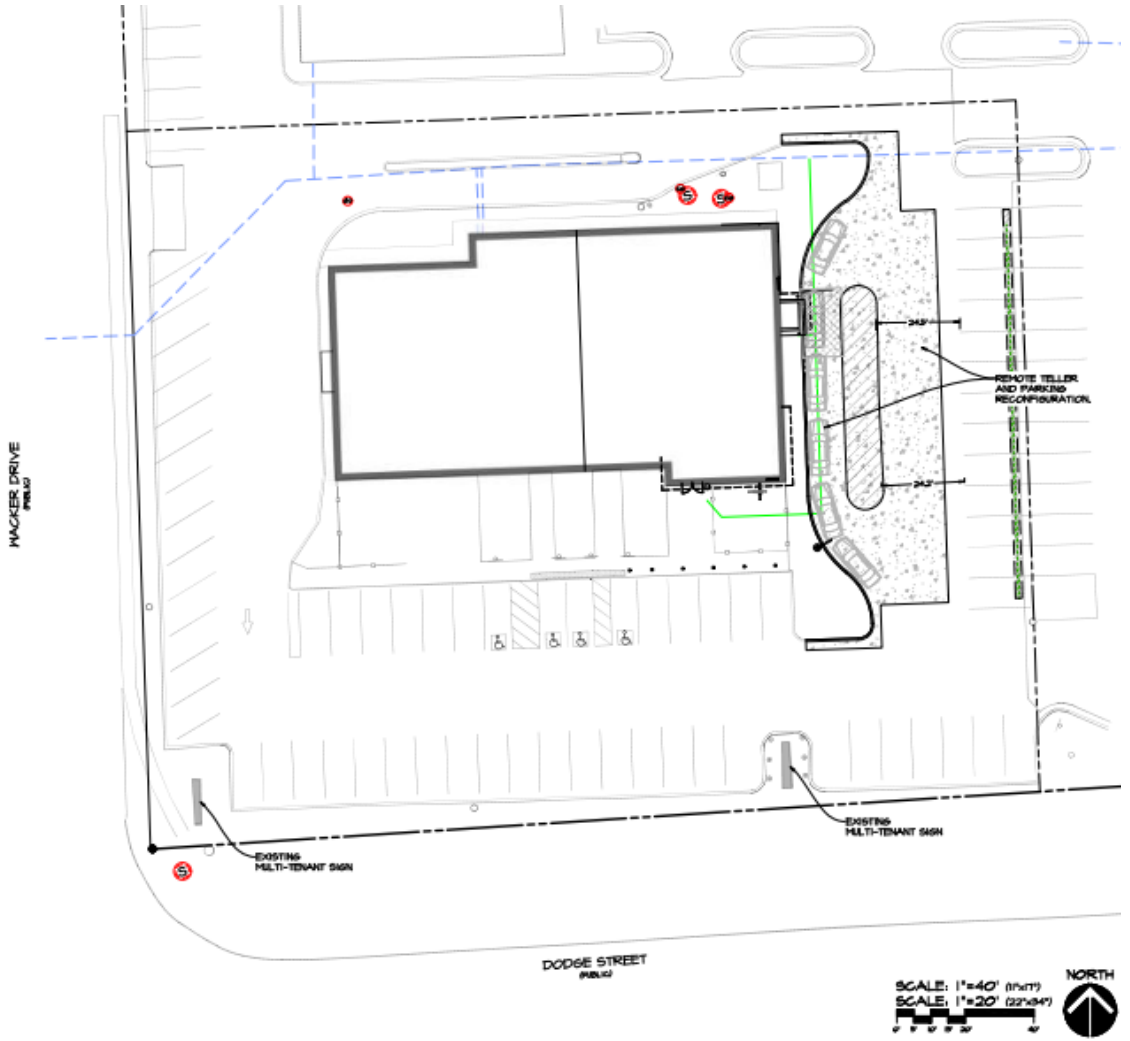
_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk



PUD SKETCH



SITE SPECIFIC

PRELIMINARY

Exhibit A
Conceptual Development Plan

ACCEPTANCE OF ORDINANCE NO. ____-26

I, _____, on behalf of Metro Investments Dubuque, LLC, having read the terms and conditions of the foregoing Ordinance No. ____-26 and being familiar with the conditions thereof, hereby accept the same and agree to the conditions required therein.

Dated this _____ day of _____ 2026.

_____(Signature)
(Printed Name)

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

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Lot 1 and Lot 2 of Wacker Plaza First Addition, and to the centerline of the adjoining public right-of-way, as shown in the attached Exhibit A, 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 Wacker Plaza Planned Unit Development. **(Exhibit A)**

Section 3. Pursuant to Iowa Code Section 414.5, and as an express condition of the reclassification, the undersigned property owner agrees to the following conditions, all of which the property owner further agrees are reasonable and imposed to satisfy the public needs that are caused directly by the zoning reclassification:

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The following regulations shall apply to all land uses in the above-described PUD District.

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   a. Hardware store
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   d. Commercial art gallery

e. Bakery, wholesale/commercial/retail
f. Indoor restaurant
g. Bar/tavern
h. Supermarket
i. Shoe store
j. Sewing/fabric store
k. Tailoring/alterations
l. Books/stationery store
m. Gifts/souvenir shop
n. Toys/hobby shop
o. Sporting goods sales and rental
p. Bicycle shop sales and rental
q. Camera/photo supply store
r. Furniture/home furnishing
s. Appliance sales and service
t. Radio/TV, etc. sales and service
u. Computer sales and service
v. Music store (sales/rental)
w. Catalog center
x. Laundromat
y. Furniture upholstery repair
z. Artist studio
aa. Photographic studio
bb. Neighborhood shopping center
cc. Business services
dd. Indoor amusement center
ee. Office supply
ff. Indoor theater
gg. Indoor recreational facilities
hh. Printing/publishing
ii. Auto service centers (TBA)
jj. Auto parts/supply
kk. Local shopping center
ll. Parking structures
mm. Wholesale sales/distributor
nn. Jewelry store
oo. General office
pp. Medical office/clinic
qq. Dental/medical lab
rr. Personal services
ss. Barber shop/beauty shop
tt. Grocery store
uu. Drug store/health care supplies
vv. Laundry/dry cleaners
ww. Department stores
xx. School of private instruction
yy. Private clubs
zz. Motel
aaa. Banks/savings and loans/credit unions

2. Accessory uses shall be limited to any use customarily incidental and subordinate to the principal use.

B. Lot and Bulk Regulations

Development of land in the PUD District shall be as follows:

1. All structures shall be a minimum of 40 feet from the front property line adjoining Dodge Street and Wacker Drive.

2. No building or structure shall exceed 40 feet in height on the site.

3. A maximum building area of 68,000 square feet will be permitted on the site.

4. The development shall consist of one main building and four separate structures, designated on the conceptual plan as A, B, C, and D. **Building C has an attached drive-up ATM on the east side and a drive-through and pickup window on the west side.**

C. Parking Requirements

1. **The minimum off-street parking requirement for the district shall be 1 space per 250 square feet of floor area accessible to the public.**

D. Site Plan Provisions

The site development standards for this PC Planned Commercial District shall be as follows:

1. A landscape area containing permeable and uncovered surface with living materials shall be a minimum of 10% of the combined building coverage and vehicle use area, in conformance with the landscaping and screening requirements of the Unified Development Code.

2. All parking aisles and traffic control areas shall have raised curbing.

E. Sign Regulations

Signs in the PUD District shall be regulated as follows:

1. A maximum of five (5) free-standing on-premise signs shall be permitted, with a maximum area of **125** square feet each and a maximum height of 40 feet.

2. The total wall-mounted signage maximum area shall be two (2) square feet for each lineal foot of building façade **(1,400 linear feet for a total of 2,800 square feet of signage).** The signable area

shall be distributed among all tenants on the site, with a maximum of three (3) signs per business. Wall-mounted signs may be located on any wall below the eave or parapet line.

3. A maximum of two (2) off-premise signs shall be permitted on the premises, with a maximum area of 750 square feet each and a maximum height of 40 feet.

4. Directional signs shall be permitted at 6 square feet per sign panel, either wall-mounted, projecting, or free-standing, with a maximum height of 10 feet.

5. No name plate or directory signs are allowed.

6. **Variance requests from sign requirements for size, number, and height shall be reviewed by the Zoning Board of Adjustment in accordance with the Unified Development Code.**

F. Previous Conceptual Plans

1. **That all previously approved conceptual development plans are hereby rescinded and that the attached conceptual plan, Exhibit A, shall hereinafter regulate the Wacker Plaza Planned Unit Development District.**

G. **Ordinance History**

1. **Ord. 40-89: Approved an amended conceptual development plan for a PC Planned Commercial District at 3400 Highway 20 (owner/applicant Richard L. Davis), adopted September 5, 1989.**

2. **Ord. 50-05: Approved an amended Section 2.E., Sign regulations, of ordinance no. 40-89 that established the PUD Planned Unit Development district for Wacker Plaza.**

H. Transfer of Ownership

Transfer of ownership or lease of property in this PUD District shall include in the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the PUD District.

I. Modifications

Any modification of the Ordinance must be approved by the City Council in accordance with the Zoning Reclassification proceedings of Section 16-9 of the Unified Development Code.

J. Recording

A copy of this PUD Ordinance shall be recorded, at the expense of the property owner, with the Dubuque County Recorder as a permanent record of the

conditions accepted as a part of this reclassification approval. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

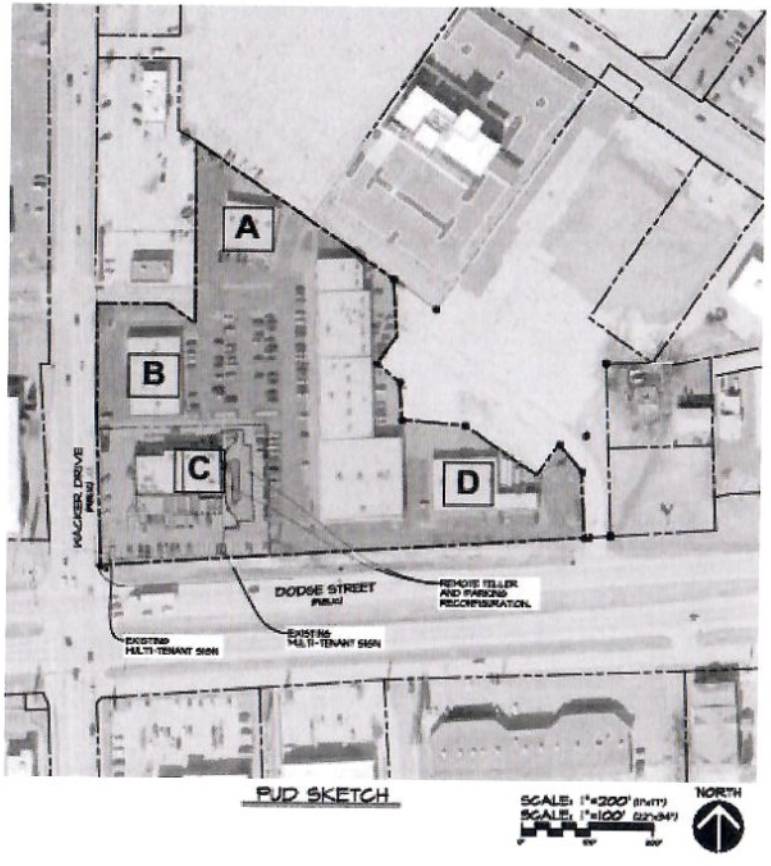
Section 4. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved and adopted this day of , 2026.

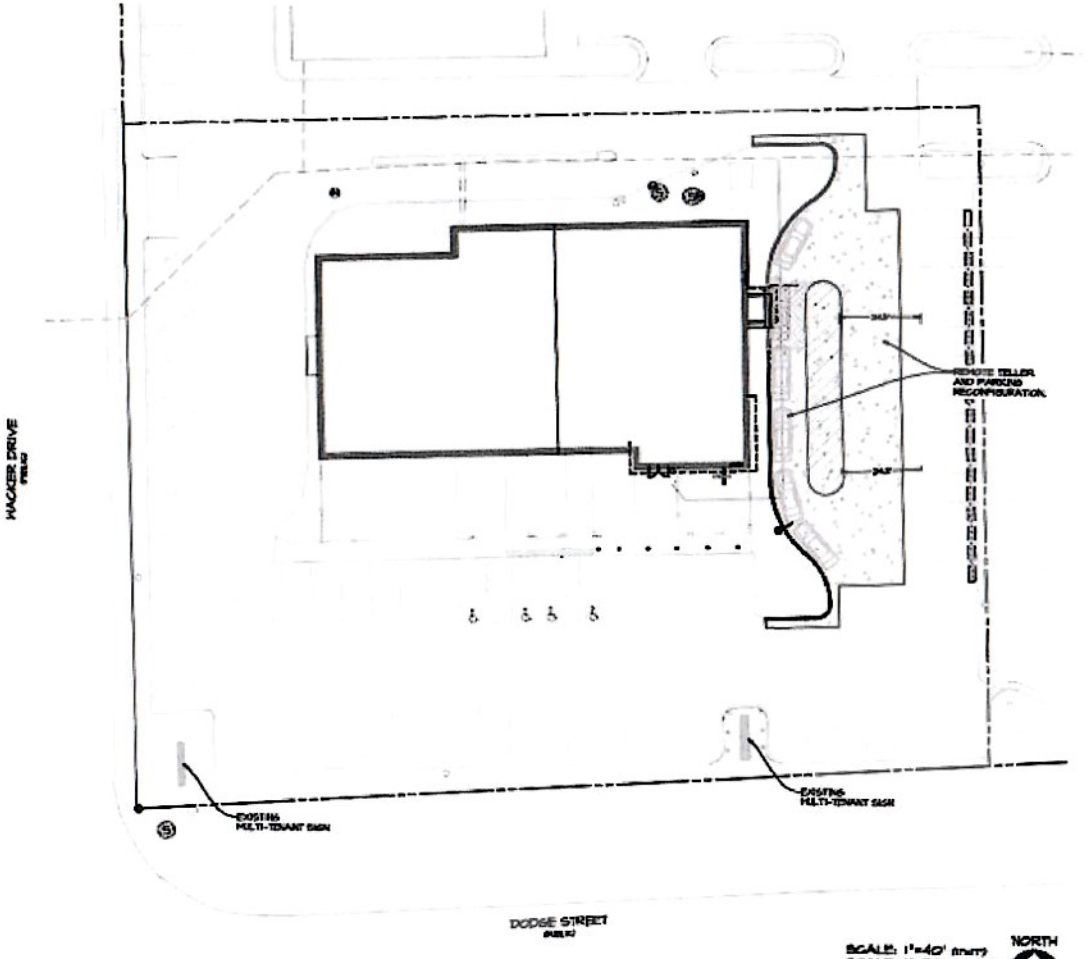
Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk



PUD SKETCH



SITE SPECIFIC

PRELIMINARY

Exhibit A
Conceptual Development Plan

ACCEPTANCE OF ORDINANCE NO. ____-26

I, Howard Allen, on behalf of Metro Investments Dubuque, LLC, having read the terms and conditions of the foregoing Ordinance No. ____-26 and being familiar with the conditions thereof, hereby accept the same and agree to the conditions required therein.

Dated this 11 day of August 2026.

(Signature)

Howard Allen (Printed Name)

Wacker Plaza – PUD Amendment

To amend the Wacker Plaza Planned Unit Development with PC-Planned Commercial designation to update the signage and parking requirements, and conceptual development plan.

Presentation to City Council

August 21, 2026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017•2019

Vicinity Map



Applicant: The Architects Partnership

Location: 800 Wacker Drive

Type: PUD Amendment

Description: To amend the Wacker Plaza Planned Unit Development with PC-Planned Commercial designation to update the signage and parking requirements, and conceptual development plan.

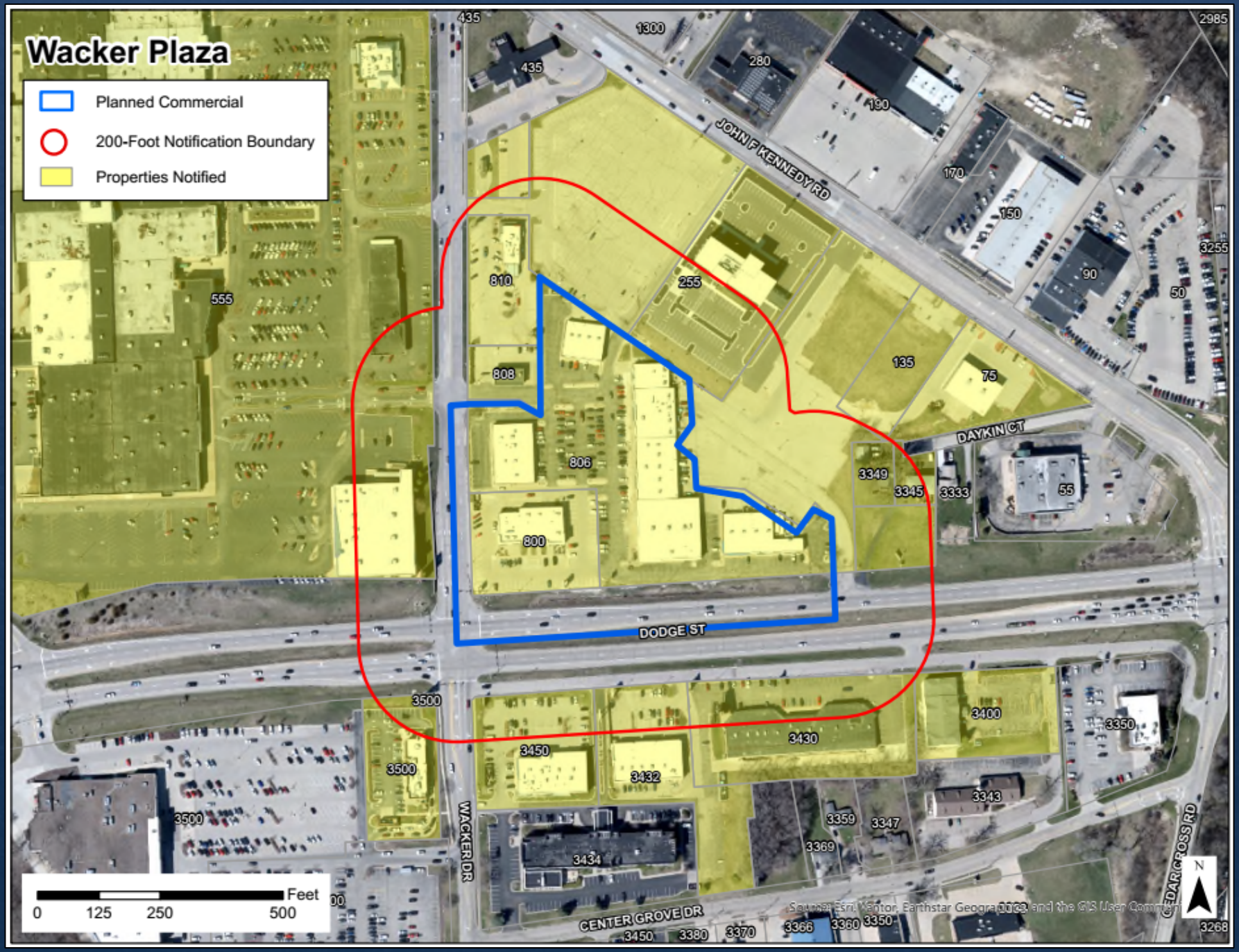
Subject Property

Planned Commercial PUD

0 100 200 400
Feet

N

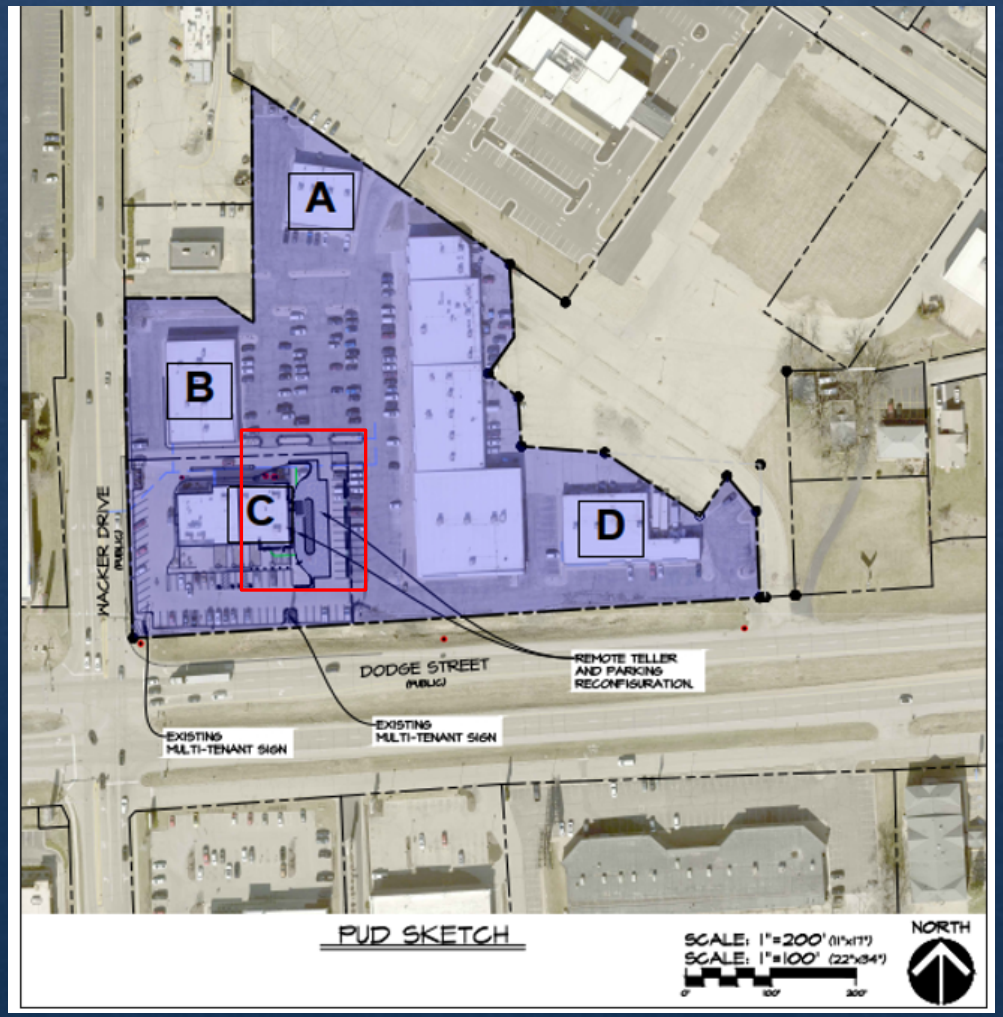
1:3,000


Wacker Plaza
Planned Commercial
200-Foot Notification Boundary
Properties Notified
JOHN F KENNEDY RD
DODGE ST
DAYKIN CT
WACKER DR
CENTER GROVE DR
CEDAR CROSS RD
435
1300
2985
280
190
170
150
3255
90
50
810
255
555
808
135
75
806
3349
3345
3333
55
800
3500
3400
3350
3450
3430
3432
3343
3359
3347
3369
3434
3380
3370
3366
3360
3350
3268
Feet
0
125
250
500
N

Background

- Property & Zoning History:
  - Pre 1989 – Business
  - 1989 – Wacker Plaza Planned Unit Development Adopted
  - 2005 – Amendment to the signage area allowed on freestanding signs
- Project Site:
  - 2 Parcels total ~6 acres.
  - The PUD has nearly halved in size since its inception.
- Adjacent Land Use:
  - Surrounded by C-3 General Commercial and other Planned Commercial Districts

Conceptual Development Plan



- The Conceptual Development Plan will reflect existing property extents, show the primary structure and the 4 outbuildings as described in the ordinance, and incorporates the proposed drive through ATM.
- The drive through is considered a substantial change to the conceptual development plan and therefore an amendment is required before approval of a site plan may be granted.
- The new concept plan has been reviewed by Engineering as part of site plan review, and it has been determined to be compliant with all City standards.

Parking

- Currently determined 'by-use' per the 1985 Zoning Ordinance.
  - Requires developers and/or staff to establish the number of employees in addition to floor space accessible to the public, and other difficult-to-establish and often changing variables.

- The proposed change would be based strictly on floor area accessible to the public, a number which is typically estimated by taking 80% of a building's footprint.
  - **One space per 250 square feet of floor area accessible to the public.**
  - This would equate to 218 spaces being required with current building layout.
  - The site currently provides 287 off-street parking spaces (with the drive through alteration included).
  - A developer in the district may provide more than the minimum requirement and that would be the case if adopted.

Signage

- There is no change to signage allocations. This amendment will accomplish two things:
  1. Incorporate the 2005 signage amendment into the larger document.
  2. Clarify the 'linear feet' measurement by stating the façade measurements.

- Current signage regulations are located in two places.
  - Approved 2005 amended ordinance.
  - Adopted 1989 ordinance.

- Current wall signage language:
  - Wall signage is limited to two square feet of wall signage per each "linear foot of façade"
  - Not clear which facades were intended to be included.

- Proposal is to add the **bold** text to the ordinance signage regulations. →

- Again, there is no change to signage allocations.



Red indicates the facades measured. Totaling 1,400 linear feet.

E. Sign Regulations (2) "The total wall-mounted signage maximum area shall be two (2) square feet for each lineal foot of building façade **(1,400 linear feet for a total of 2,800 square feet of signage).** The signable area shall be distributed among all tenants on the site, with a maximum of three (3) signs per business. Wall-mounted signs may be located on any wall below the eave or parapet line."

Public Input

- None received.

Zoning Advisory Commission Recommendation

By a vote of 5-0, the Zoning Advisory Commission recommends that the City Council approval of the proposed planned unit development amendment.

A simple majority vote is needed for the City Council to approve the request.

QUESTIONS?

Copyrighted
August 17, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 2.

ITEM TITLE:	Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC
SUMMARY:	Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving the Amended and Restated Lease Agreement by and between the City of Dubuque and RG Hospitality, LLC, and City Manager recommending approval. **RESOLUTION** Approving An 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)

ATTACHMENTS:

1. MVM Memo Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC
2. Staff Memo
3. Amended and Restated Lease Agreement
4. Resolution of Approval

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: Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC

DATE: August 12, 2026

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution approving the Amended and Restated Lease Agreement by and between the City of Dubuque 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

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: Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC

DATE: August 10, 2026

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution approving an 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, following the public hearing, the City Council adopt the attached resolution approving the 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

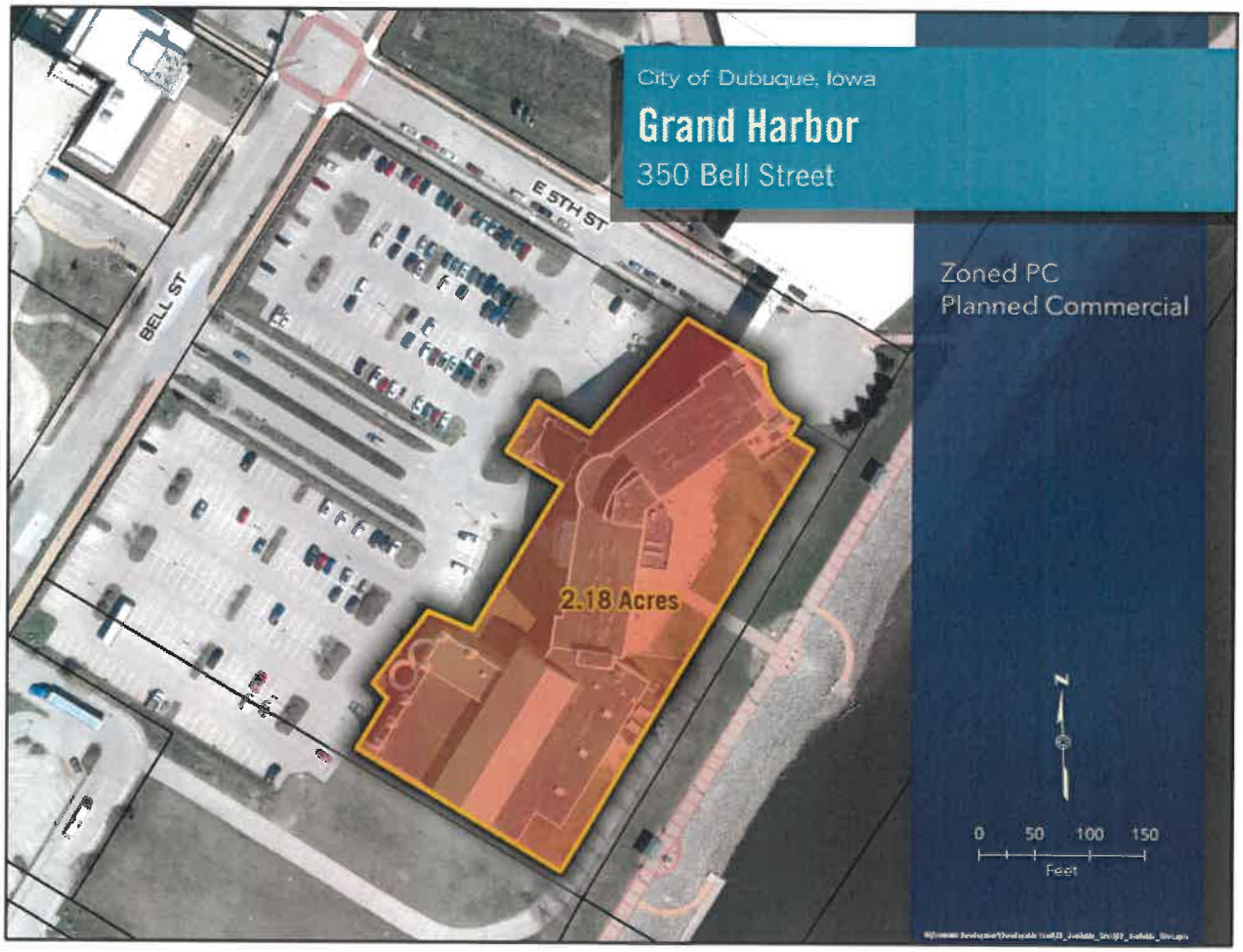

City of Dubuque, Iowa
Grand Harbor
350 Bell Street
E 5TH ST
BELL ST
2.18 Acres
Zoned PC
Planned Commercial
N
0 50 100 150
Feet

EXHIBIT D

PARKING AREA

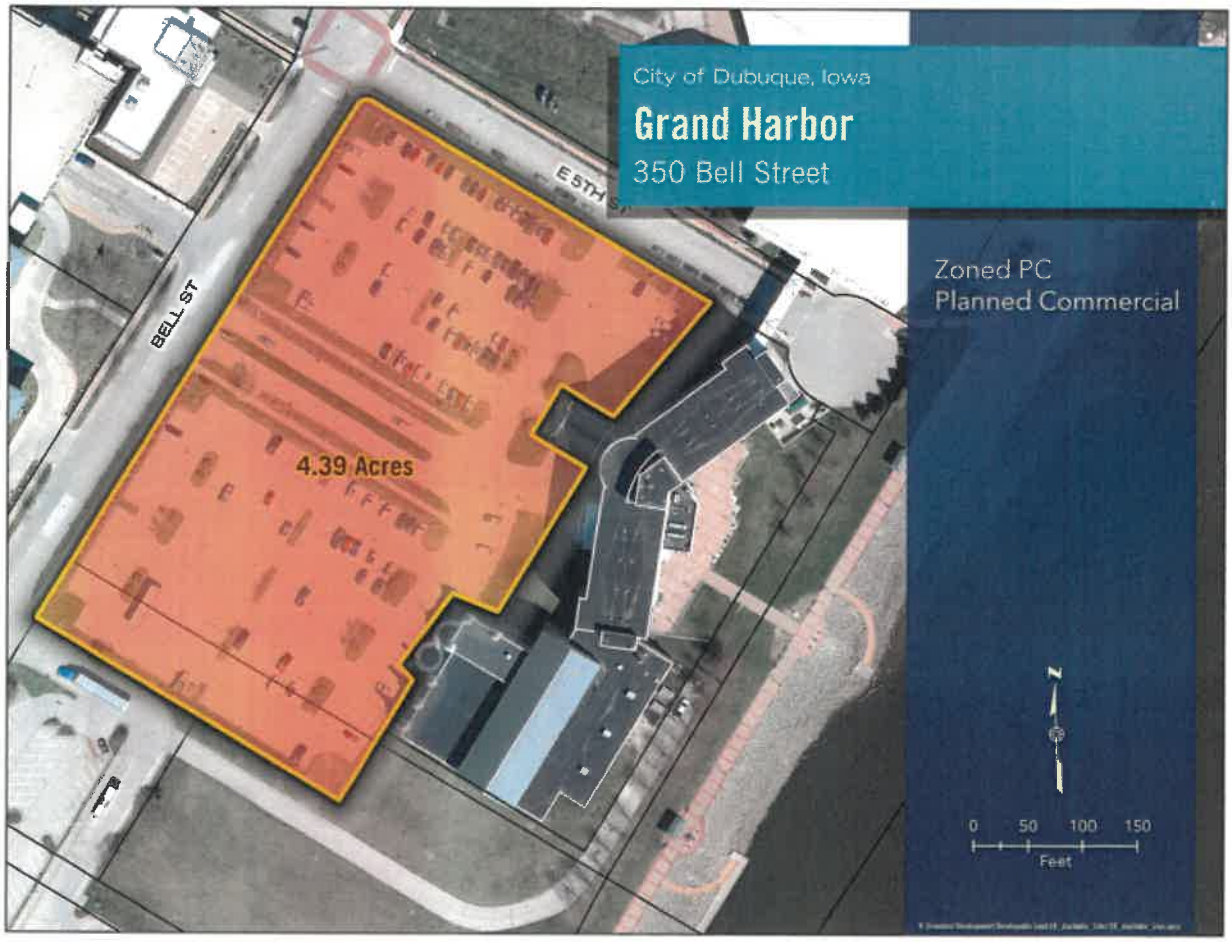

City of Dubuque, Iowa
Grand Harbor
350 Bell Street
Zoned PC
Planned Commercial
BELL ST
E 5TH ST
4.39 Acres
N
0 50 100 150
Feet

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);

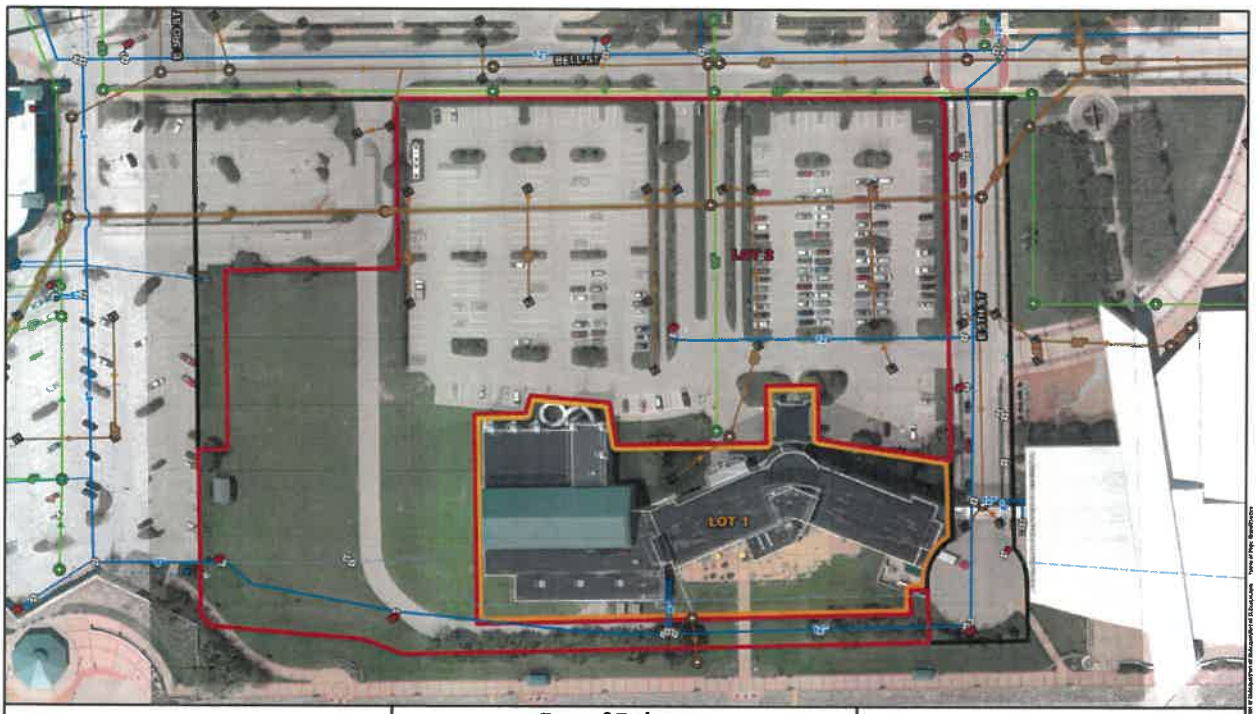
k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

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



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
Masterpiece on the Mississippi
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 Refurbishment	Phase 1	$1,800,000			Planned	Includes linens, furniture, and technology enhancements
R-002	Rooms	Bathroom Renovations	Phase 1	$750,000			Planned	Includes new vanities, fixtures, and modern amenities
R-003	HVAC	HVAC System Upgrades	Phase 2	$2,500,000	$2,650,000	6% over budget due to unforeseen electrical issues	Completed	Project was completed ahead of schedule despite challenges
R-004	HVAC	Lighting & Electrical Upgrades	Phase 2	$500,000			Planned	Energy-efficient LED lighting and electrical system upgrades
R-005	Rooms	Flooring Replacement	Phase 1	$600,000			Planned	New carpet and tile flooring throughout guest rooms
H-001	Hallways	Carpet Replacement	Phase 1	$200,000			Planned	New carpet throughout corridors and stairwells
H-002	Hallways	Wall Covering Update	Phase 1	$150,000			Planned	Removal of old wallpaper and installation of new paint and accents. Color palette to be selected by design committee.
H-003	Hallways	Lighting Fixture Upgrades	Phase 1	$100,000			Planned	New ceiling and wall lighting fixtures
H-004	Hallways	Fire Door Replacements	Phase 1	$120,000			Planned	Code-compliant fire doors and hardware
L-001	Lobby	Front Desk & Furniture	Phase 1	$400,000			Planned	Custom reception desk and new furniture throughout the lobby area
L-002	Lobby	Seating Area Furniture	Phase 1	$250,000			Planned	New sofas, chairs, and tables
L-003	Lobby	Flooring & Finishes	Phase 1	$180,000			Planned	
L-004	Lobby	Lighting & Chandeliers	Phase 2	$300,000			Planned	Replacement of existing chandeliers and addition of new pendant lighting
L-005	Lobby	Entrance Signage & Displays	Phase 2	$75,000		Postponed to Phase 3	Planned	New signage for entrance and interior directional signs
M-001	Meeting Spaces	Pool Tile	Phase 1	$200,000			Planned	New, non-slip flooring
M-002	Meeting Spaces	Playground & Recreational Area	Phase 1	$1,200,000			Planned	Replacement of outdated equipment and addition of new features
M-003	Meeting Spaces	Pool Deck Furniture & Shade Structures	Phase 2	$600,000		Increased scope to include additional shade structures	Planned	Replacement of all pool deck furniture and installation of new shade structures. New chairs and umbrellas to be selected by design committee.
M-004	Meeting Spaces	Banquet Furniture & Equipment	Phase 2	$400,000			Planned	
M-005	Meeting Spaces	Audio Visual Equipment & Signage	Phase 1	$150,000			Planned	
S-001	Gaming Shop	Retail Fixtures & Displays	Phase 1	$100,000			Planned	New retail shop to include fixtures and displays for merchandise and accessories
S-002	Gaming Shop	POS System Upgrade	Phase 1	$50,000			Planned	
S-003	Gaming Shop	Flooring & Lighting	Phase 1	$75,000			Planned	
S-004	Gaming Shop	Signage & Branding	Phase 1	$25,000			Planned	
I-001	Improvements to Date		Phase 1	$500,000	$500,000		Completed	All Completed Improvements, including HVAC upgrades, roof repairs, and guest room refurbishments

CAPEX BUDGET SUMMARY BY YEAR	Phase 1 Budgeted	Phase 1 Actual	Phase 2 Budgeted	Phase 2 Actual	Total Variance
Rooms	$3,150,000	$0	$2,500,000	$0	$-5,650,000
Hallways	$450,000	$0	$0	$0	$-450,000
Lobby	$480,000	$0	$480,000	$0	$-960,000
Meeting Spaces	$1,400,000	$0	$1,000,000	$0	$-2,400,000
Gaming Shop	$225,000	$0	$0	$0	$-225,000
Improvements to Date	$500,000	$500,000	$0	$0	$0

PROJECT TOTALS	Phase 1 Budgeted	Phase 1 Actual	Phase 2 Budgeted	Phase 2 Actual	
Total by Phase	$5,755,000	$500,000	$3,980,000	$0	
GRAND TOTAL	$9,735,000	$500,000			$-9,235,000

Contingency (10%)	$973,500
PROJECT TOTAL	$10,708,500

Prepared by Jill M. Connors, Economic Development Director, 1300 Main St, 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

APPROVING AN 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 is the owner of the property legally described as follows:

LOT 1 RIVERWALK 4TH ADD

; and

WHEREAS, the City Council, by Resolution No. 297-26, dated August 3, 2026, 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 August 17, 2026 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 RG HOSPITALITY, LLC 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 RG HOSPITALITY, LLC, 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 17th day of August, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____

Adrienne N. Breitfelder, City Clerk

Copyrighted
August 17, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 3.

ITEM TITLE:	Petition to Vacate 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:	Proof of publication on notice of public hearing to consider City Council adopt a resolution approving 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, and City Manager recommending approval. **RESOLUTION** Vacating 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, Legally Described As Lot 25B, Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque, Iowa **RESOLUTION** Disposing Of City Interest In 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, Legally Described As Lot 25B, Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Petition to Vacate Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa
2. 1 nicc vacate memo hold PH - ab edits clean
3. 2 nicc Resolution Vacating
4. 3 nicc Resolution disposing of City Interest
5. 4 nicc vacation plat signed by leemon
6. 5 resolution 295-26 set ph for nicc vacation and disposal

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: Petition to Vacate 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: August 11, 2026

City Engineer Gus Psihoyos is recommending City Council adopt a resolution approving 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Petition to Vacate 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: August 5, 2026

INTRODUCTION

This is in response to a request from Northeast Iowa Community College (NICC) for the vacation and sale 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.

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.

DISCUSSION

The attached plat shows the street right of way area proposed to be vacated. The right of way area to be vacated is described Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa.

Per City Resolution No. 293-26 and City Resolution No. 295-26, the City Council approved the platting of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa, and the setting of a public hearing to vacate and dispose of the property at its August 17, 2026 meeting. A copy of the vacation plat and public hearing resolution are attached to this memo.

After the above resolutions were adopted, it was identified that the legal description of the plat contained an error. Therefore, this City Council meeting includes an action item after the public hearing to correct the naming/legal description of the parent tract for Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa in previous City Council resolutions.

RECOMMENDATION

I am recommending the vacating and disposal of the alley right of way described as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa, through adoption of the enclosed resolution.

ACTION TO BE TAKEN

I respectfully request that the vacating and disposal of the street right of way described as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa, be approved through the adoption of the enclosed resolutions.

Prepared by Nate Kieffer, CE III, PE/PLS

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Adrienne Breitfelder, City Clerk, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4100

RESOLUTION NO. -26

RESOLUTION VACATING 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, LEGALLY DESCRIBED 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; 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 7th day of August 2026, the City Council of the City of Dubuque, Iowa met on the 17th day of August 2026, at 6:30

p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the 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 Lot 25B of Block 11, Dubuque Downtown Plaza, 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 the real estate described as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa, be and the same is hereby vacated.

Passed, approved and adopted this 17th day of August 2026

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa (563) 589-4270
Returned to: Adrienne Breitfelder, City Clerk, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa (563) 589-4100

RESOLUTION NO. -26

RESOLUTION DISPOSING OF CITY INTEREST IN 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, LEGALLY DESCRIBED AS LOT 25B, OF BLOCK 11, DUBUQUE DOWNTOWN PLAZA, 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 7th day of August 2026, the City Council of the City of Dubuque, Iowa met on the 17th day of August 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the proposal for the sale of real estate described as:

Lot 25B of Block 11, Dubuque Downtown Plaza, 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 sell such real estate.

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

Section 1. That the conveyance of City of Dubuque real property described Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa, to Northeast Iowa Community College be and the same is hereby approved. Conveyance shall be by Quit Claim Deed.

Section 2. That the Mayor be authorized and directed to execute a Quit Claim Deed, and the City Clerk be and is hereby authorized and directed to deliver said deed of conveyance to Northeast Iowa Community College.

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 17th 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

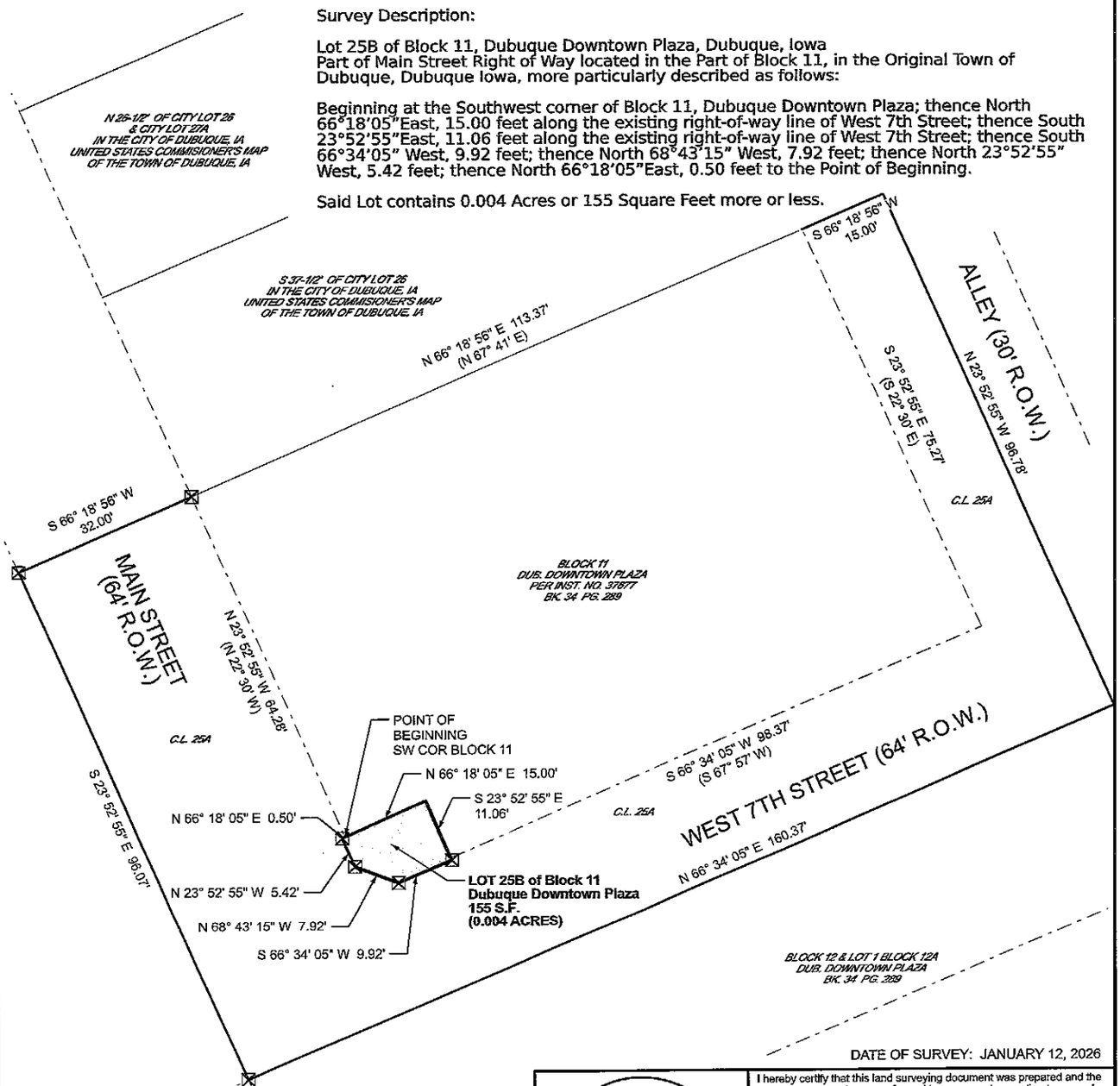
INDEX LEGEND
Location: Block 11
Dubuque Downtown Plaza
City of Dubuque, Iowa
Proprietor: City of Dubuque
Requestor: Northeast Iowa Community College
P.O. Box 400 Hwy 150, Calmar, IA 52132
Surveyor: Jeremy P. Leemon
Company: WHKS & Co.
801 Bluff St, Suite 2C, Dubuque, IA 52001

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

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

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. 295-26

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

Copyrighted
August 17, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 4.

ITEM TITLE:	JFK Water Tower Interior Piping and Expansion Joint Replacement Project - Conduct Public Hearing and Approve Bidding Documents
SUMMARY:	Proof of publication on notice of public hearing to consider City Council adopt the resolution approving the plans, specifications, form of contract, and estimated construction cost amount of $60,000.00 for the JFK Tower Interior Piping and Expansion Joint Replacement Project, and City Manager recommending approval. **RESOLUTION** JFK Tower Interior Piping And Expansion Joint Replacement Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo JFK Tower Interior Piping and Expansion Joint Replacement Project - Conduct Public Hearing and Approve Bidding Documents
2. JFK Tower Piping Imp PH and Approve P&S Memo
3. JFK Tower Piping Imp Approve P&S Resolution

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: JFK Tower Interior Piping and Expansion Joint Replacement Project - Conduct Public Hearing and Approve Bidding Documents

DATE: August 11, 2026

Water Department Director Christopher Lester is recommending City Council adopt the resolution approving the plans, specifications, form of contract, and estimated construction cost amount of $60,000.00 for the JFK Tower Interior Piping and Expansion Joint Replacement Project.

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.

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
Eldon Schneider, Water Project Supervisor
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Nick Connolly, Water Operations Supervisor

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: Christopher Lester, Water Department Director

DATE: August 11, 2026

SUBJECT: JFK Tower Interior Piping and Expansion Joint Replacement Project - Conduct Public Hearing and Approve Bidding Documents

INTRODUCTION

The purpose of this memorandum is to request the City Council conduct a public hearing and grant approval of the plans, specifications, form of contract, and estimated cost for 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.

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.

DISCUSSION

The City Council approved Bid Initiation proceedings at its meeting on August 3, 2026, and the project was publicly advertised on August 7, 2026.

The public hearing for reviewing the proposed plans and specifications, form of contract, and estimated project cost is scheduled for August 17, 2026.

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 approving the plans, specifications, form of contract, and estimated for the JFK Tower Interior Piping and Expansion Joint Replacement Project.

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 Chris Lester, City of Dubuque Water Department,1902 Hawthorne St. 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

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

WHEREAS, the JFK Tower Interior Piping and Expansion Joint Replacement Project will generally consists 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; and

WHEREAS, the City Council, by Resolution No. 294-26, dated 3rd day of August, 2026, preliminarily approved the plans, specifications, form of contract, and estimated cost for the JFK Tower Interior Piping and Expansion Joint Replacement Project; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on the 17th day of August, 2026 on the plans, specifications, form of contract, and estimated cost for the JFK Tower Interior Piping and Expansion Joint Replacement 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 JFK Tower Interior Piping and Expansion Joint Replacement Project in the estimated construction amount of $60,000.00, are hereby approved.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
August 17, 2026

City of Dubuque
City Council

ACTION ITEMS # 1.

ITEM TITLE:	Resolution Amending Lot Name For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project
SUMMARY:	City Manager recommending City Council adopt the resolution correcting the lot name in the previously approved resolutions for the plat and for the vacation and disposal/sale of a portion of the Main Street and West 7th Street Right of Way in the City of Dubuque, Iowa. **RESOLUTION** Resolution Amending City Council Resolution No. 293-26, No. 295-26, No. _____-26 (Resolution Vacating Lot 25B Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque Iowa), And No. _____-26 (Resolution Disposing Of Lot 25B Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque Iowa)
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Resolution Amending Lot Name For Vacating Petition NICC Building Entrance Improvements Project
2. 1 nicc resolution amendment memo 08072026 - ab edits
3. 2 resolution amending four previous resolutions 08072026
4. 3 original version of vacation plat CityLot25B changes hilighted
5. 4 Vacate Plat revised

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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: Resolution Amending Lot Name
For Vacating Petition - Northeast Iowa Community College (NICC)
Building Entrance Improvements Project

DATE: August 11, 2026

City Engineer Gus Psihoyos is recommending City Council adopting the resolution correcting the lot name in the previously approved resolutions for the plat and for the vacation and disposal/sale of a portion of the Main Street and West 7th Street Right of Way in the City of 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
Nate Kieffer, CE III, PE/PLS

THE CITY OF DUBUQUE
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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Resolution Amending Lot Name
For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project

DATE: August 7, 2026

INTRODUCTION

This is in response to a request from Northeast Iowa Community College (NICC) for the vacation and sale 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

On August 3, 2026, by City Council Resolution No. 293-26, the city council approved the Plat of Survey (Vacation) of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque Iowa. Also on August 3, 2026, by City Council Resolution No. 295-26, the city council approved the setting of a public hearing for the vacation and disposal of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque Iowa.

At the August 17, 2026 City Council meeting, the council will consider a resolution approving the vacation of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque Iowa and will consider a resolution approving the disposal/sale of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque Iowa.

On July 22, 2026, the City Council approved the Plat of Survey (Dedication) which included City Lot 25A, in the City of Dubuque, Iowa. Unfortunately, the lot name of City Lot 25A, in the City of Dubuque, Iowa is not allowed by the Dubuque County Auditor's office as it is a duplicate lot name/legal description of an existing lot.

On August 6, 2026 the survey consultant for NICC, WHKS, filed an Affidavit of Correction stating that the lot name of City Lot 25A, in the City of Dubuque, Iowa on the Plat of Survey (Dedication) should be corrected to City Lot 25C, in the City of Dubuque, Iowa to address the duplicate naming issue.

Because Resolution No. 295-26 and the subsequent published notice referenced City Lot 25A, the public hearing resolutions approving the vacation and disposal/sale were

required to use that same lot designation. The resolution included with this agenda item provides the necessary correction.

DISCUSSION

As all references to City Lot 25A, in the City of Dubuque, Iowa in City Council Resolutions 293-26, 295-26, as well as the resolutions approving the vacation and disposal/sale earlier in the August 17th meeting are erroneous and should be replaced with the text “City Lot 25C, in the City of Dubuque, Iowa”.

A copy of the original Plat of Survey (Vacation) with proposed corrections is attached for informational purposes. Also attached for informational purposes is a copy of the revised Plat of Survey (Vacation) with which will be recorded with a copy of this resolution.

RECOMMENDATION

I recommend adopting the resolution correcting the lot name in the previously approved resolutions for the plat and for the vacation and disposal/sale 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.

ACTION TO BE TAKEN

I recommend adopting the resolution correcting the lot name in the previously approved resolutions for the plat and for the vacation and disposal/sale 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.

Prepared by Nate Kieffer, CE III, PE/PLS

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa (563) 589-4270
Returned to: Adrienne Breitfelder, City Clerk, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa (563) 589-4100

RESOLUTION NO. -26

RESOLUTION AMENDING CITY COUNCIL RESOLUTION NO. 293-26, NO. 295-26, NO. _____-26 (RESOLUTION VACATING LOT 25B OF BLOCK 11, DUBUQUE DOWNTOWN PLAZA, IN THE CITY OF DUBUQUE IOWA), AND NO. _____-26 (RESOLUTION DISPOSING OF LOT 25B OF BLOCK 11, DUBUQUE DOWNTOWN PLAZA, IN THE CITY OF DUBUQUE IOWA)

Whereas, that on August 3, 2026, by City Council Resolution No. 293-26, the city council approved the Plat of Survey (Vacation) of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque Iowa; and

Whereas, that on August 3, 2026, by City Council Resolution No. 295-26, the city council approved the setting of a public hearing for the vacation and disposal of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque Iowa; and

Whereas, that on August 17, 2026, by City Council Resolution No. _____-26, the city council approved the vacation of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque Iowa; and

Whereas, that on August 17, 2026, by City Council Resolution No. _____-26, the city council approved the disposal and sale of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque Iowa; and

Whereas, the Plat of Survey (Dedication) recorded as Document No. 2026-00008051 in the Dubuque County Recorder's Office on July 22, 2026 includes City Lot 25A, in the City of Dubuque, Iowa; and

Whereas, the lot name City Lot 25A, in the City of Dubuque, Iowa is not allowed by the Dubuque County Auditor's office as it is a duplicate lot name/legal description of an existing lot; and

Whereas, per Affidavit of Correction recorded as Document No. 2026-8725, the lot name of City Lot 25A, in the City of Dubuque, Iowa on the Plat of Survey (Dedication) was corrected to be City Lot 25C, in the City of Dubuque, Iowa; and

Whereas, all references to City Lot 25A, in the City of Dubuque, Iowa in City Council Resolutions 293-26, 295-26, ???-26, ???-26 were erroneous and should be replaced with the text "City Lot 25C, in the City of Dubuque, Iowa"; and

Whereas, a copy of the original Plat of Survey (Vacation) with proposed corrections is attached for informational purposes; and

Whereas, a copy of the revised Plat of Survey (Vacation) with which will be recorded with a copy of this resolution is attached for informational purposes.

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

Section 1. That all references to "City Lot 25A, in the City of Dubuque, Iowa" included in City Council Resolutions 293-26, 295-26, _____-26, _____-26 were erroneous and should be replaced with the text "City Lot 25C, in the City of Dubuque, Iowa".

Section 2. That the above-described City Council Resolutions are hereby amended as described in Section 1 above.

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 17th day of August, 2026

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

On 8/3 City agenda

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

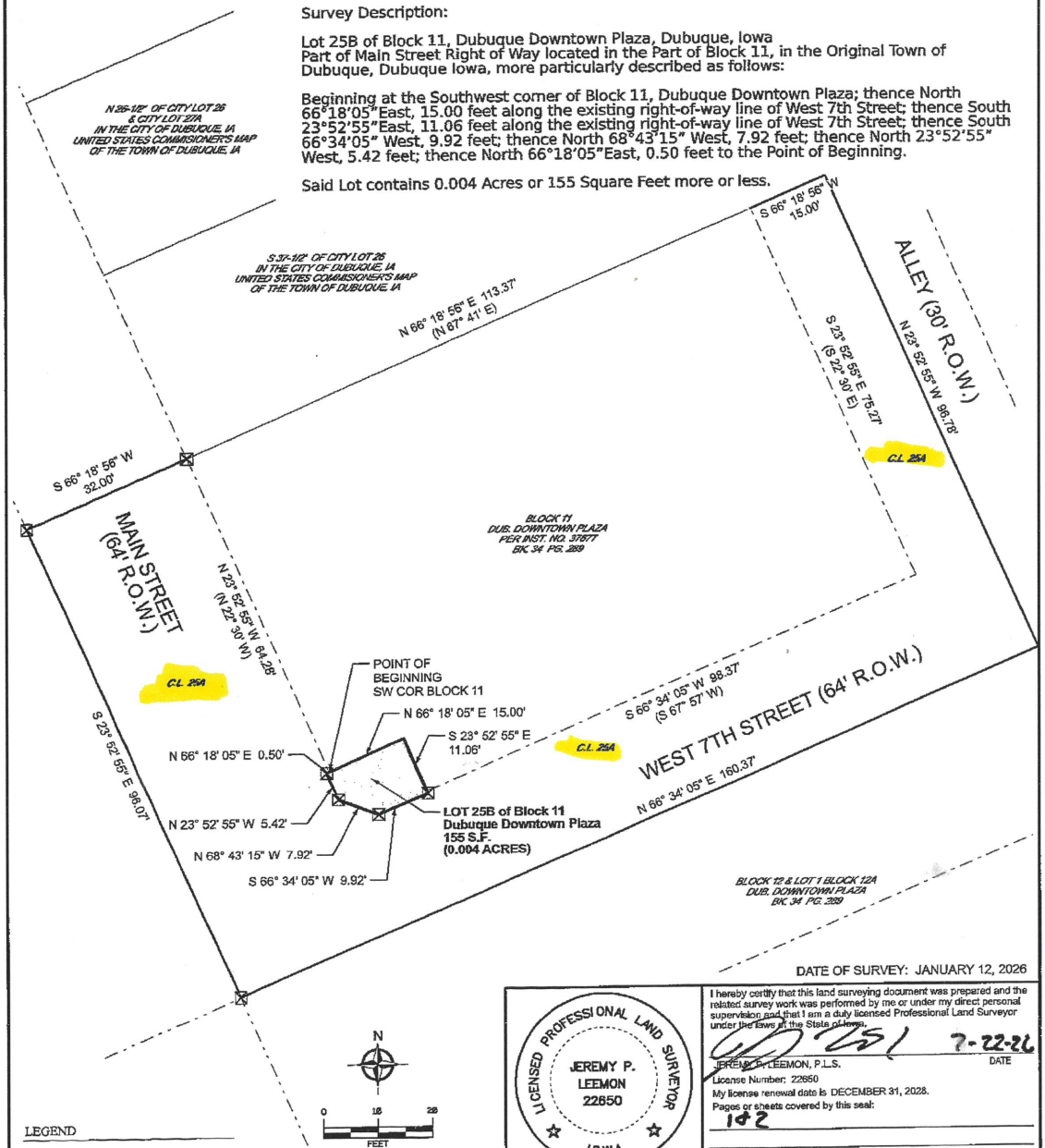
INDEX LEGEND
Location: Block 11
Dubuque Downtown Plaza
City of Dubuque, Iowa
Proprietor: City of Dubuque
Requestor: Northeast Iowa Community College
P.O. Box 400 Hwy 150, Calmer, IA 52132
Surveyor: Jeremy P. Leemon
Company: WHKS & Co.
801 Bluff St, Suite 2C, Dubuque, IA 52001

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.



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.

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.

7-22-26
JEREMY P. LEEMON, P.L.S. DATE
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

121-723

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

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

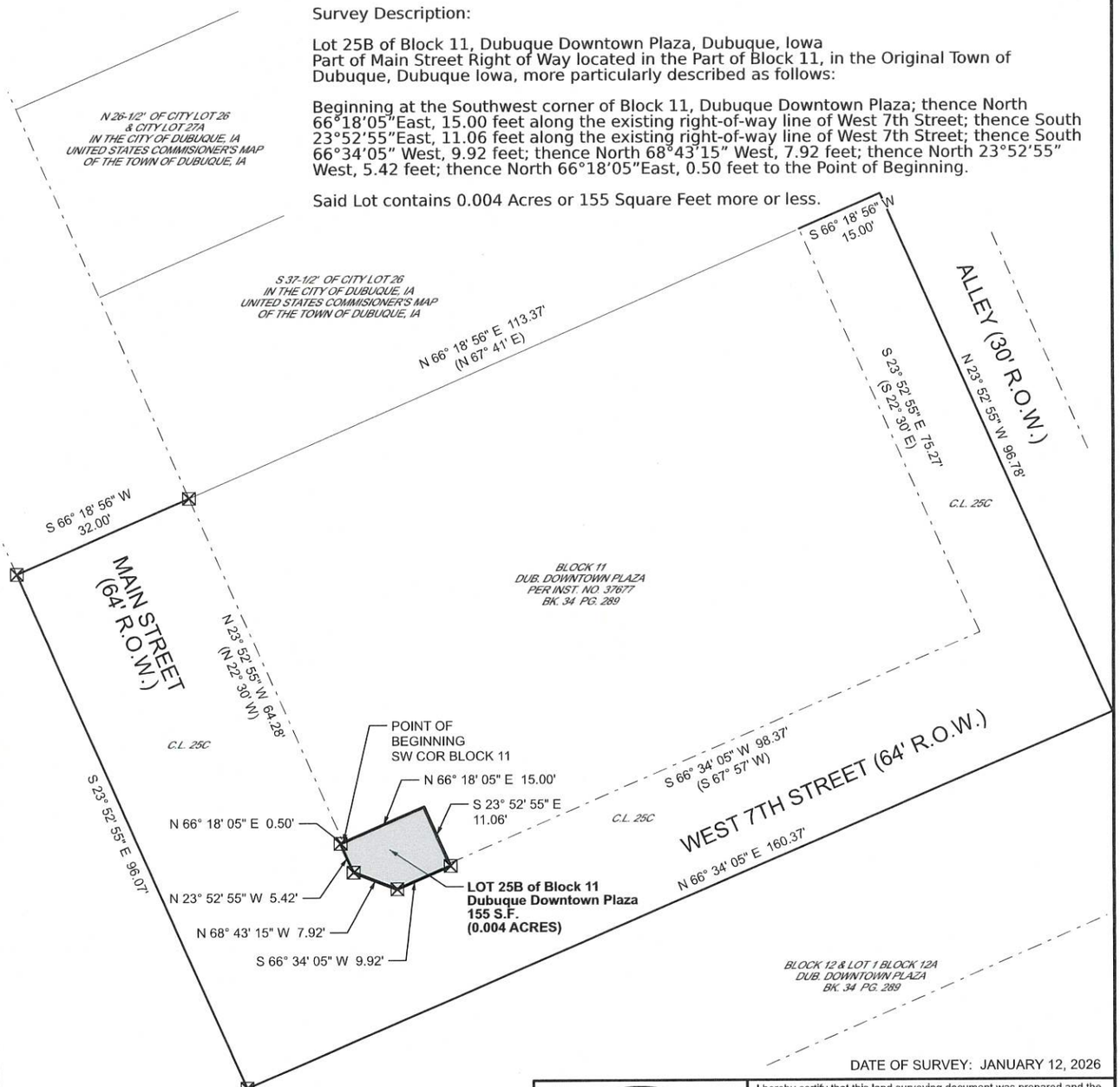
INDEX LEGEND
Location: Block 11
Dubuque Downtown Plaza
City of Dubuque, Iowa
Proprietor: City of Dubuque
Requestor: Northeast Iowa Community College
P.O. Box 400 Hwy 150, Calmar, IA 52132
Surveyor: Jeremy P. Leemon
Company: WHKS & Co.
801 Bluff St, Suite 2C, Dubuque, IA 52001

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 8-6-26
License Number: 22650
My license renewal date is DECEMBER 31, 2028.
Pages or sheets covered by this seal:
1 of 1

N

0 10 20
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 25C 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 6Th day of AUGUST, 2026.

whks

Jeremy P. Leemon
Professional Land Surveyor No. 22650
801 Bluff Street
Dubuque, IA 52001
License Renewal Date December 31, 2026

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

Adrienne Breitfelder
Clerk of the City of Dubuque, IA

NOTARY CERTIFICATE

STATE OF IOWA)
)ss.
COUNTY OF DUBUQUE)

On this 3rd day of August .A.D. 2026, before me, a Notary Public in and for said State, personally appeared Brad Cavanagh & Adrienne Breitfelder 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.

CRENNA BRUMWELL
Commission Number 743873
My Commission Expires
11-7-27

Notary Public in and for the State of Iowa
My Commission Expires 11-7-27

CITY OF DUBUQUE PLANNING SERVICES

Dubuque, Iowa 8-3-2026 ,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 August 3 ,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 3rd day of August, 2026 as resolution # 293-[illegible]26 and that the City Council of the City of Dubuque, Iowa approves said plat.

Mayor of the City of Dubuque, Iowa

Adrienne Breitfelder
Clerk of the City of Dubuque, Iowa

DUBUQUE CITY ASSESSOR

Dubuque, Iowa 8-5 ,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 5th day of August, 2026.

Troy W Patyna

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 17, 2026

City of Dubuque
City Council

ACTION ITEMS # 2.

ITEM TITLE:	Approving a Development Agreement by and between the City of Dubuque, Iowa and Thunder Valley, LLC
SUMMARY:	City Manager recommending City Council to adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Thunder Valley, LLC providing for the use of Urban Revitalization District Tax Abatement. **RESOLUTION** Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Thunder Valley, LLC
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Thunder Valley, LLC
2. Staff Memo
3. Development Agreement
4. Resolution
5. Thunder Valley Site Aerial

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Thunder Valley, LLC

DATE: August 12, 2026

Economic Development Director Jill Connors is recommending City Council to adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Thunder Valley, LLC providing for the use of Urban Revitalization District Tax Abatement.

The key elements of the Development Agreement include the following:

- Developer will make a capital investment of approximately $12,000,000 to develop the property.
- Developer must create 72 residential rental units.
- Developer must construct public sanitary improvements on the property as defined in the agreement.
- Developer will receive 10 years of tax abatement on 73% of the increased value above the current assessed value of the property.
- City will prepare an Urban Revitalization Area Plan for City Council review at a public hearing following the execution of the Development Agreement.
- City to develop, construct, and maintain, at City's expense, a temporary solution for sanitary sewer access to allow tenants to occupy the multi-residential buildings upon issuance of certificate of Occupancy. The temporary solution shall continue until sanitary sewer design and construction obligations of Developer are allowed by permit from the Iowa Department of Natural Resources.

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

Michael C. Van Milligen

MCVM:mb

Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Thunder Valley, LLC

DATE: August 11, 2026

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Thunder Valley, LLC providing for the use of Urban Revitalization District Tax Abatement.

BACKGROUND

In September 2022, following a housing study which indicated the need for over 1,100 housing units before the year 2030, the Dubuque City Council approved the expansion of incentives to be offered to developers of housing units. This slate of incentives included the creation of Urban Revitalization Areas in order to facilitate the development of multifamily housing.

Previously, Urban Revitalization Areas had been used in Dubuque for low-income housing tax credit projects; however, the Council approved the use of Urban Revitalization Areas for market-rate and workforce housing per Iowa Code Chapter 404. In December 2025, the City Council reaffirmed the use of this incentive authorizing the City Manager to offer market-rate, multi-family housing created outside of the Greater Downtown Urban Renewal Area 10 years of tax abatement at either 73% of the incremental property created or a declining schedule beginning at 80% and ending at 20% of the available increment.

DISCUSSION

Thunder Valley, LLC intends to develop four buildings with a total of 72 rental residential units on property along Radford Road. The project will be utilizing a combination of private financing and tax abatement.

The key elements of the Development Agreement include the following:

- Developer will make a capital investment of approximately $12,000,000 to develop the property.
- Developer must create 72 residential rental units.
- Developer must construct public sanitary improvements on the property as defined in the agreement.
- Developer will receive 10 years of tax abatement on 73% of the increased value above the current assessed value of the property.
- City will prepare an Urban Revitalization Area Plan for City Council review at a public hearing following the execution of the Development Agreement.
- City to develop, construct, and maintain, at City's expense, a temporary solution for sanitary sewer access to allow tenants to occupy the multi-residential buildings upon issuance of certificate of Occupancy. The temporary solution shall continue until sanitary sewer design and construction obligations of Developer are allowed by permit from the Iowa Department of Natural Resources.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached resolution approving the Development Agreement for the development of 72 residential units along Radford Road by Thunder Valley, LLC.

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
THUNDER VALLEY DEVELOPMENT, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") dated the _____ day of _____, 2026 (the "Effective Date") is made and entered into by and between the CITY OF DUBUQUE, IOWA, an Iowa municipal corporation ("City") and THUNDER VALLEY DEVELOPMENT, LLC, an Iowa limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the following described real estate:

> Lot 1 of Dubuque Industrial Center 15th Addition, in the City of Dubuque, Iowa, according to the Plat recorded as Instrument No. 2021-19791, records of Dubuque County, Iowa;

(the "Property"); and

WHEREAS, Developer will undertake the development of multi-residential buildings located on the Property and will be operating the same during the term of this Agreement;

WHEREAS, because the Property is not currently served by City sanitary sewer, an extension of the City sanitary sewer from the Geisler Family Realty Company LLC Property at 1500 Radford Road in Dubuque, Iowa, to the Property (the Required Sewer Extension) is required and Developer has agreed to design and construct and City has agreed to own and maintain the Required Sewer Extension; and

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken an Urban Renewal project (the Project) to advance the community's ongoing economic development efforts; and

WHEREAS, the Project is located within the Dubuque Industrial Center Economic Development District (the Project Area); and

WHEREAS, as of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, approved by the City Council of City on May 2, 1988, 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 City of Dubuque City Clerk; and

WHEREAS, Developer will make a capital investment in building improvements, equipment, furniture and fixtures on the Property (the "Project"); and,

WHEREAS, The City Council of the City ("Council") believes it is in the best interests of the City to encourage Developer in the development of the Property by accomplishing the Project thereon, and the City is willing to provide certain incentives for the benefit of the Developer as set forth herein in exchange for Developer's material investment in the Project.

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES.

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body (or department or division thereof) in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement or which, because of City's action(s) or inaction, will negatively impact or prevent Developer from accomplishing the Project in a timely, cost effective fashion.

(6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties that to the best of Developer's actual knowledge:

(1) Developer is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to the City, at time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit C.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Closing Date.

1.3 Closing. The Closing shall take place on the Closing Date which shall be the 1st day of September, 2026, or such other date as the parties shall agree upon in writing but in no event shall the Closing be later than thirty (30) days after the Closing Date. Consummation of the Closing shall be deemed an agreement of the parties to this Agreement that the conditions of Closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit D.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving of notice of termination by Developer to City, this Agreement shall be deemed null and void and of no further force or effect as of the Effective Date.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement. "Material" for this purpose shall mean a significant and substantial adherence to the terms and provisions of this Agreement, and not a minor compliance issue which does not affect the Developer's reasonable ability to perform the Project in a timely and cost-effective manner.

(4) Developer shall have furnished City with evidence pursuant to Section 1.2(7) hereof, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as the reasonable judgment of the City requires.

(5) Developer's counsel shall issue a legal opinion to the City confirming the representations contained herein in the form attached hereto as Exhibit C.

(6) Developer shall have acquired marketable title as defined under Iowa law and the Land Title Standards of the Iowa State Bar Association to the Property.

(7) City shall have approved an Urban Revitalization Plan for the Project Area. A copy of the Urban Revitalization Plan is on file with the City Clerk as shown on Exhibit F.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer and its counsel.

SECTION 2. DEVELOPMENT ACTIVITIES.

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Twelve Million Dollars ($12,000,000.00) to improve the Property. The Phase I Minimum Improvements, Phase II Minimum Improvements, Phase III Minimum Improvements, and Phase IV Minimum Improvements (together, the Minimum Improvements) shall consist of the construction of four (4) buildings with eighteen (18) housing units each, for a total of seventy-two (72) units.

2.2 Required Sewer Extension.

(1) Developer Obligations

(a) Developer is responsible and must pay for all costs related to the construction of the Required Sewer Extension, as shown conceptually on Exhibit I. Because Developer is paying for the Required Sewer Extension, there are no connection fees related to the Project. There are no interceptor sewer fees related to the Project.

(b) Developer must obtain and submit to City copies of all applicable permits necessary for the Required Sewer Extension prior to commencing work.

(c) Work on the Required Extension may not commence until this Agreement is executed by Developer and City, Developer has obtained and submitted copies to City of all applicable licenses and permits, Developer has obtained all required bonds or other acceptable form of security.

(d) Developer must submit to City final design plans that meet current City standards for the Required Extension prior to commencing work. City will review and approve such plans before work on the Sewer Extension commences. If such plans are not approved, City will provide feedback regarding the modifications necessary for approval.

(e) Developer must obtain a construction bond or other suitable security for one hundred ten percent (110%) of the estimated total construction cost of the Required Sewer Extension. Developer must obtain a maintenance bond, letter of credit or other acceptable security for twenty-five percent (25%) of the estimated total construction cost of the Required Sewer Extension. Developer must maintain this maintenance bond for two (2) years after date that the City Council accepts the completed Sewer Extension.

(f) Developer shall defend, indemnify and hold harmless City, its officers and employees from and against any and all claims or damages of any kind related to or arising out of the construction of the Required Sewer Extension and Minimum Improvements.

(2) City Obligations

(a) City will inspect the Required Sewer Extension throughout its implementation and at its completion to ensure compliance with the approved plans and specifications. City will be responsible for all costs associated with inspection and testing.

(b) City will conduct a final inspection upon the completion of the Required Sewer Extension. If the inspection establishes that the Required Sewer Extension has been completed in accordance with the approved plans and City requirements and specifications, the Required Sewer Extension will be accepted by City Council starting the two (2) year warranty period.

(c) Developer must provide City with an easement dedicating the proposed sanitary sewer utility and access easement (the Easement) over the Property as shown on attached Exhibit E, for access and activities associated with the sanitary sewer, including but not limited to the maintenance and repair of the sewers by the City. Developer must provide City with a plat or exhibit of said Easement. The Grant of Easement shall be in a form acceptable to City. City will record the Grant of Easement with the Dubuque County Recorder. Developer is responsible for all recording fees associated with the Easement.

(d) After Developer has dedicated the Easement to City, and the Project has been completed, inspected and accepted by the City Council, City will be responsible for the maintenance and repair of the Required Sewer Extension from the date of City Council acceptance in accordance with the Grant of Easement. City shall be responsible for limited site restoration following any future sanitary sewer work (future repairs, inspections, replacement). Restoration by the City shall only include disturbed turf areas. Restoration of all other landscaping, paving and other improvements shall be the responsibility of the property owner or others.

2.3 Plans for Construction of Minimum Improvements and Required Sewer Extension. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) and the

Required Sewer Extension shall be in substantial conformity with this Agreement, and all applicable state and local laws and regulations, including but not limited to SUDAS standards, any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property, except for those Public Improvements to be constructed by City under Section 3.2. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City and Developer.

2.4 Timing of Improvements.

(1) Developer hereby agrees that construction of the Minimum Improvements and Required Sewer Extension on the Property shall be commenced no later than November 1, 2026.

(2) City's obligations described in Section 3 to install the temporary solution will be installed at the same time Developer's Required Sewer Extension is installed and the installation of both should be coordinated between Developer and City.

(3) The Required Sewer Extension must be completed prior to the issuance of the Certificate of Completion for the Project.

(4) The Minimum Improvements shall be substantially completed by July 1, 2029.

(5) The time frames for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, pandemic or other similar health crisis impacting normal development operations or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.5 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements and the Required Sewer Extension, City shall furnish Developer with an appropriate instrument so certifying in the form attached as Exhibit G. Such certification (the Certificate of Completion) shall be in recordable form and shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement.

2.6 Security Cameras. Developer shall install security cameras on the exterior of all newly constructed buildings on the Property and register said cameras with the "Secure

Dubuque Personal Surveillance System" described at https://cityofdubuque.org/2980/Secure-Dubuque.

SECTION 3. CITY PARTICIPATION.

3.1 City shall prepare an Urban Revitalization Plan including the entirety of the Property in order to facilitate construction of the Project.

3.2 Based on Developer's building construction schedule and the Middle Fork Sanitary Sewer project schedule, the Iowa Department of Natural Resources (IDNR) may not issue a permit for the Minimum Improvements to connect to the sanitary sewer system, City shall develop a design and construct and maintain at City's sole expense, a temporary solution (and related requirements as allowed by the IDNR) to allow tenants to occupy the multi residential buildings which are part of the Project upon issuance of Certificate of Completion by City. This temporary solution shall be at the sole cost of the City and shall continue indefinitely unless and until the sanitary sewer design and construction obligations on Developer pursuant to Section 2.2 hereof are allowed via permit by the IDNR, and otherwise permissible under all applicable laws. For the temporary solution as described in this Section 3.2, City shall pump and haul sewage, as applicable and required, at its sole expense, in a timely fashion such that there is no interruption in service of the temporary solution described in this Section 3.2 that affects, in any way, Developer's Project, or the tenants who rent from Developer or its successor in interest. City will maintain the temporary solution until such time IDNR approves a permit to accept all flows from the Project (flows from Phases 1 through 3). Developer shall provide City suitable access to the temporary solution facilities provided for in this section to facilitate the construction, maintenance, pumping, and hauling activities associated with said temporary solution facilities.]

3.3 City agrees to include in its adoption of the Urban Revitalization Plan pursuant to the provisions of Chapter 404 of the Code of Iowa, in order to provide tax exemption benefits (as set forth herein) for the construction of new multi-residential facilities and the other aspects of the Project. City agrees Developer is eligible for seventy-three percent (73%) real estate tax abatement on the taxable value added by the Minimum Improvements for a period of 10-years following the completion of the minimum improvements and City shall comply with all required laws in connection with such tax abatement. City acknowledges that the tax abatement is a material condition precedent to Developer's performance of the construction and investment in the Project.

SECTION 4. COVENANTS OF DEVELOPER.

4.1. Operation of Development Property; Housing Vouchers. For and in consideration of the incentives offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based solely on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to,

social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 4.1 shall survive the termination of this Agreement. If Developer violates or Developer's successors or assigns violate the requirements of this Section 4.1 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

4.2 Books and Records. During the term of this Agreement, Developer shall make available to City upon reasonable request with at least forty eight (48) hours written notice information relating to questions concerning insurance and taxes.

4.3 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property.

4.4 Sanitary Utility Fees. Developer shall pay or cause to be paid, when due, all standard City sanitary utility fees with respect to all and any parts of the Property.

4.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions with respect to the Development Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

4.6 Insurance Requirements.

(1) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the building (including the Minimum Improvements), naming City as lender loss payee. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(2) The term "replacement value" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(3) Developer shall notify City immediately in the case of damage exceeding Two Hundred Thousand Dollars ($200,000.00) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or

an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

(5) Developer shall provide insurance as required by the Insurance Schedule attached as Exhibit H (excluding builder's risk insurance naming City as an additional insured).

4.7 Security. Developer shall provide, prior to commencement of each portion of construction (e.g. grading, underground work including sanitary and storm sewer as applicable, road work, each building etc.), a subcontractor bond for Developer's obligations under Section 2.2 in the form attached as Exhibit L.

4.8 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements and Required Sewer Extension in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

4.9 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability.

4.10 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

4.11 Non-Transferability. During the Term of this Agreement, this Agreement may not be assigned by Developer nor may any portion of the Property be sold or otherwise transferred by Developer without the prior written consent of City, which consent shall not be unreasonably withheld. City has no obligation to consent to any assignment or sale. Notwithstanding the language in this Section 4.11, Developer shall be permitted to assign to any affiliate of the Developer, who is under common control, without the consent of the City, so long as such affiliate agrees to be bound by all of the terms and conditions of this Agreement and the Developer provides notification of such assignment in writing to the

City. Notwithstanding anything to the contrary set forth herein, the provisions of this section shall not apply to transfers of membership interests in the Developer.

4.12 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law.

4.13 Restrictions on Use. During the term of this Agreement Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Revitalization Plan (and City represents and agrees that use of the Property as residential housing is in full compliance with the Urban Revitalization Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identify, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

4.14 Compliance with Laws. Developer shall materially comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

Developer is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Developer's obligations under this Agreement, including but not limited to the laws outlined in Exhibit J, and hereby represents and warrants that Developer is in compliance with the same as of the Closing Date and further represents that during the Term Developer will remain in compliance. Developer shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Developer performs the Services, and Developer agrees to maintain, at Developer's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

SECTION 5. EVENTS OF DEFAULT AND REMEDIES.

5.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.

(2) Failure by Developer to cause the construction of the Minimum Improvements and the Required Sewer Extension to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.

(4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

5.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, subject to any applicable notice and/or cure period, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

(1) City may suspend its performance under this Agreement until it receives assurances from Developer deemed adequate by City, in its reasonable judgment, that the Developer will cure its default and continue its performance under this Agreement;

(2) City may repeal the ordinance creating the Urban Revitalization District;

(3) Until the Closing Date, City may cancel and rescind this Agreement;

(4) City may withhold the Certificate of Completion or Certificate of Occupancy; or

(5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

5.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

5.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

5.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

5.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend its performance under this Agreement until it receives assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 6. GENERAL TERMS AND PROVISIONS.

6.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Thunder Valley Development, LLC
c/o Tony Nadermann
2135 Creek Wood Dr.
Dubuque IA 52003
Phone: 563-543-4766

With copy to: Brian J. Kane
Kane, Norby & Reddick, P.C.
2100 Asbury Road, Suite 2
Dubuque, IA 52001

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
50 W. 13th Street
Dubuque IA 52001
Phone: (563) 589-4113

Or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

6.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

6.3 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2039 (the Termination Date).

6.4. Execution By Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine or electronic transmission. The parties intend that the faxed or electronic transmission signatures constitute original signatures and that a faxed or electronically transmitted Agreement containing the signatures (original, faxed or electronically transmitted) of all the parties is binding on the parties.

6.5 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit K in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

By _____
Brad M. Cavanagh, Mayor

THUNDER VALLEY DEVELOPMENT, LLC

By _____
Tony Naderman, Its Authorized Member

Attest:

Adrienne N. Breitfelder
City Clerk

LIST OF EXHIBITS

EXHIBIT A – Urban Renewal Plan
EXHIBIT B – City Attorney Certificate
EXHIBIT C – Opinion of Developer Counsel
EXHIBIT D – City Certificate
EXHIBIT E – Grant of Easement for Sanitary Sewer Utility and Access
EXHIBIT F – Urban Revitalization Plan
EXHIBIT G – Certificate of Completion
EXHIBIT H – Insurance Schedule
EXHIBIT I – Required Sewer Extension
EXHIBIT J - Legal Compliance
EXHIBIT K – Memorandum of Development Agreement
EXHIBIT L – Performance, Payment, and Maintenance Bond

EXHIBIT A

URBAN RENEWAL PLAN

(on file with the City Clerk's Office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT B

CITY ATTORNEY'S CERTIFICATE

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Thunder Valley Development, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the __ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ___ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT C

OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and Thunder Valley Development, LLC

Dear Mayor and City Councilmembers:

We have acted as counsel for Thunder Valley Development, LLC (Developer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa ("City") dated for reference purposes the ____ day of _____, 2026.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a corporation organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. There are no actions, suits or proceedings pending or threatened against or affecting Developer that are known to exist in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

Very truly yours,

EXHIBIT D

CITY CERTIFICATE

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017•2019

City Manager's Office
City Hall
50 West 13th Street
Dubuque, IA 52001-4845
Office (563) 589-4110
Fax (563) 589-4149
TTY (563) 690-6678
ctymgr@cityofdubuque.org
www.cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Thunder Valley Development, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 2026.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City that are known to exist in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an

adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT E

GRANT OF EASEMENT

EASEMENT EXHIBIT

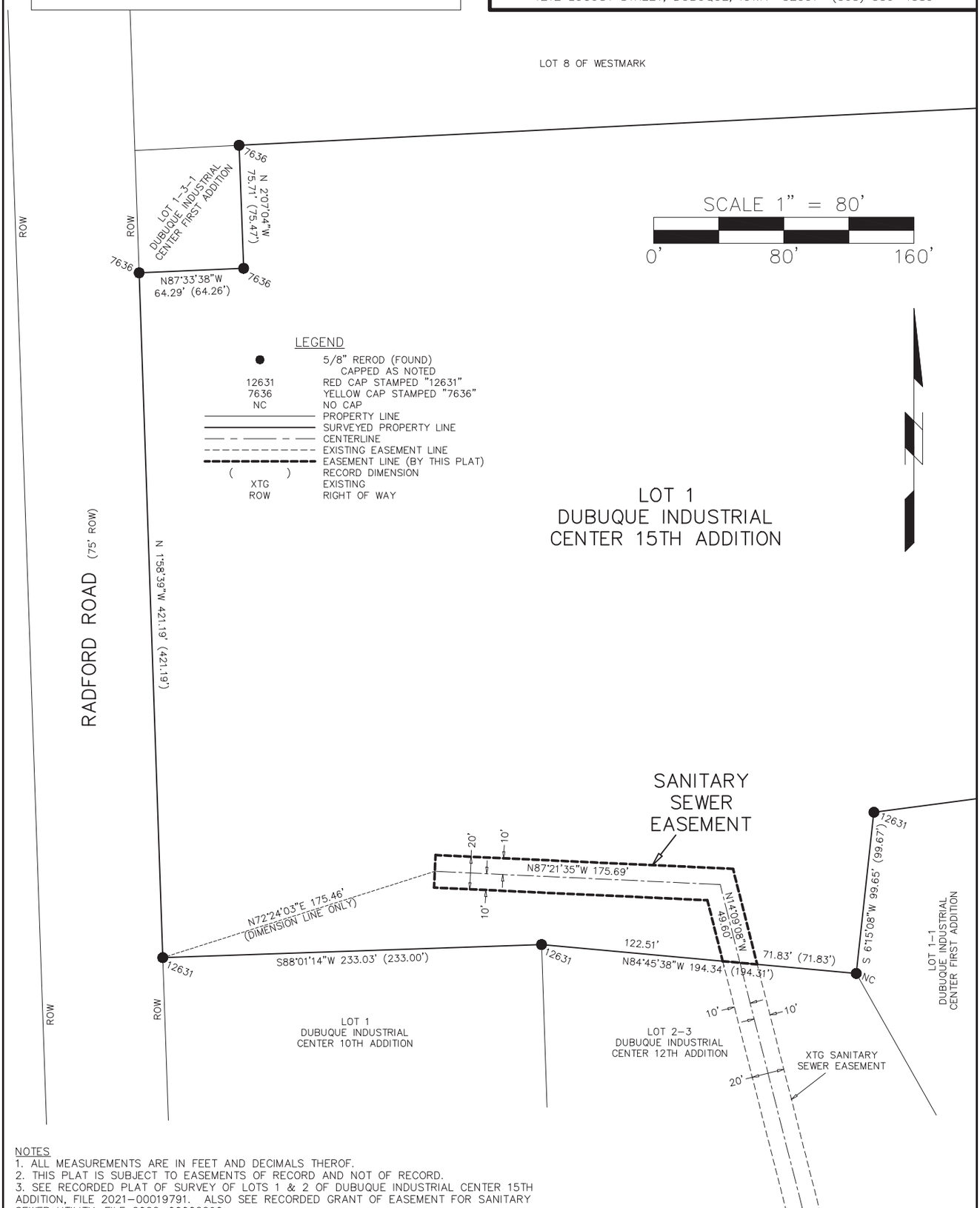
A 20 FOOT WIDE SANITARY SEWER EASEMENT LYING WITHIN LOT 1 OF DUBUQUE INDUSTRIAL CENTER 15TH ADDITION, IN THE CITY OF DUBUQUE, IOWA.

INDEX LEGEND

Location: LOT 1 OF DUBUQUE INDUSTRIAL CENTER 15TH ADDITION
NE1/4 of Section 29, T89N, R2E
of the 5th P.M., Dubuque County, Iowa
Requestor: City of Dubuque
Proprietor: Thunder Valley Development, LLC
17248 Castlemaine Ln., Dubuque, IA 52001
Surveyor: Terry L. Koelker – tlkoelker@buesing.com
Company: Buesing & Associates, Inc. (563) 556-4389
1212 Locust St., Dubuque, IA 52001
Return To: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001

PRELIMINARY
NOT FOR CONSTRUCTION

PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA 52001 (563) 556-4389



NOTES
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEROF.
2. THIS PLAT IS SUBJECT TO EASEMENTS OF RECORD AND NOT OF RECORD.
3. SEE RECORDED PLAT OF SURVEY OF LOTS 1 & 2 OF DUBUQUE INDUSTRIAL CENTER 15TH ADDITION, FILE 2021-00019791. ALSO SEE RECORDED GRANT OF EASEMENT FOR SANITARY SEWER UTILITY, FILE 2022-00002290.

BUESING & ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST, DUBUQUE, IA
(563) 556-4389

DRAWN BY: TPL	CHECKED BY: TLK
SURVEY DATE: 9/17/25	PLOT DATE: 4/20/26
DWG. NO. 25043-11	SCALE: AS NOTED

SHEET 1 OF 1

EXHIBIT F

URBAN REVITALIZATION PLAN

(on file with the City Clerk's Office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT G

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to Thunder Valley Development, LLC (the "Grantee"), in accordance with a Development Agreement dated as of [Date] (the "Agreement"), certain real property located within the Dubuque Industrial Center Urban Renewal District of the Grantor and as more particularly described as follows:

Lot 1 of Dubuque Industrial Center 15th Addition, in the City of Dubuque, Iowa, according to the Plat recorded as Instrument No. 2021-19791, records of Dubuque County, Iowa; (the "Development Property"); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the construction of the Development Property, and obligated the Grantee to construct certain Minimum Improvements and Required Sewer Extension (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements and Required Sewer Extension in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.5 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements and Required Sewer Extension on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL) **CITY OF DUBUQUE, IOWA**

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS

COUNTY OF DUBUQUE)

On this ____day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Michael C. Van Milligen and acknowledged said execution of the instrument to be his/her voluntary act and deed.

_____
Notary Public in and for
Dubuque County, Iowa

EXHIBIT H
INSURANCE SCHEDULE

INSURANCE SCHEDULE A

For the Required Sewer Extension to be constructed by Developer in the City right of way, the following insurance requirements shall apply.

1. Developer (right of way licensee or permitee) 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. Agreement dated _____.

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

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

4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.

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

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Chief Financial Officer. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.

8. If lessees, licensees, or permittee limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.

9. Lessee, licensee, or permittee shall require all subcontractors and subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.

10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include the agent's name, phone number and email address.

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

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on

changes in risk or other special circumstances during the term of the agreement, subject to the written mutual agreement attached hereto.

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

a) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with the ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.

b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."

c) Include endorsement indicating that coverage is primary and non-contributory.

d) Include Preservation of Governmental Immunities Endorsement (Sample attached).

e) 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.

f) Policy shall include Waiver of Right to Recover from Others Endorsement.

g) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall

have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) POLLUTION LIABILITY

Coverage required: ___ Yes _*__ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for the abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution products and completed operations coverage shall also be covered.

Each occurrence	$2,000,000
Policy Aggregate	$4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

_*__ Yes ___ No

Amount $_____

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS $1,000,000

_*__ Yes ___ No

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

F) FLOOD INSURANCE

___ Yes __*_ No

If Required Coverage $_____

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

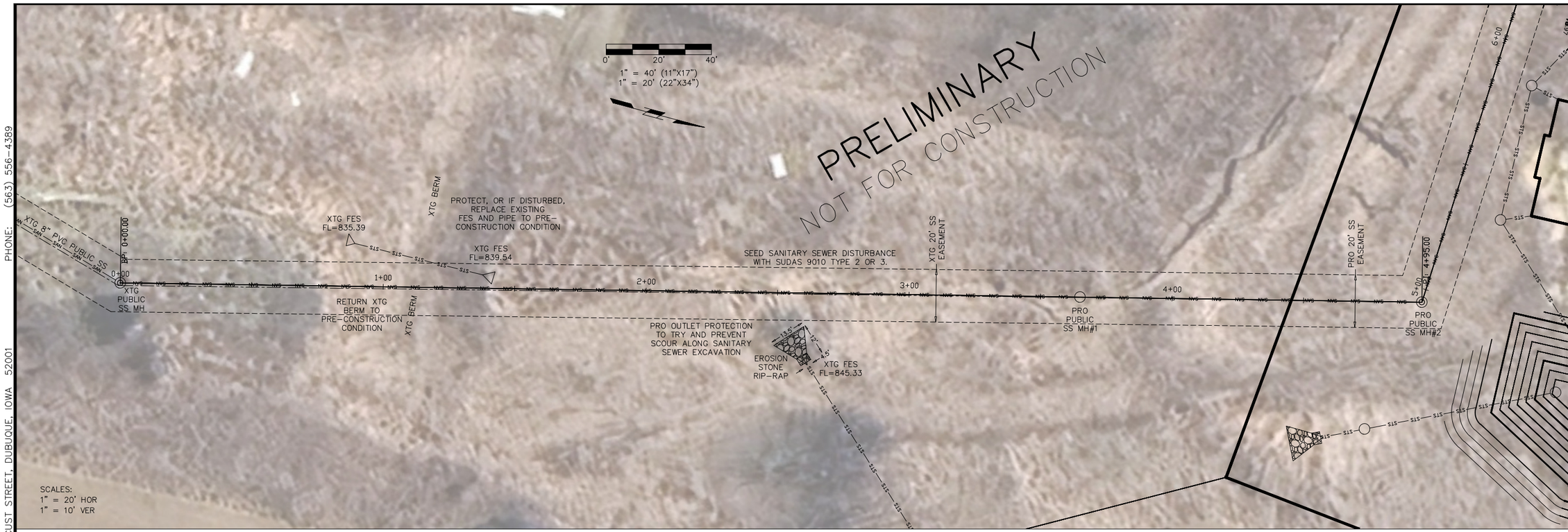
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

EXHIBIT I

REQUIRED SEWER EXTENSION



PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001 PHONE: (563) 556-4389

DATE	REVISIONS	DRAWN BY:
10/30/25	4/13/26 PER CITY COMMENTS	TPL
SCALE:		CHECKED BY:
SEE BAR SCALE		PJN

BUESING ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST, DUBUQUE, IA
(563) 556-4389

PROJECT NO. 25043

PREPARED FOR:
THUNDER VALLEY DEVELOPMENT LLC
c/o SLAVIK NAKONECHNYY
17248 CASTLEMAIN LANE
DUBUQUE, IA 52001

SHEET TITLE
SANITARY SEWER PLAN AND PROFILE
LOT 1 DUBUQUE INDUSTRIAL CENTER 15TH ADD.

C3.3

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001 PHONE: (563) 556-4389

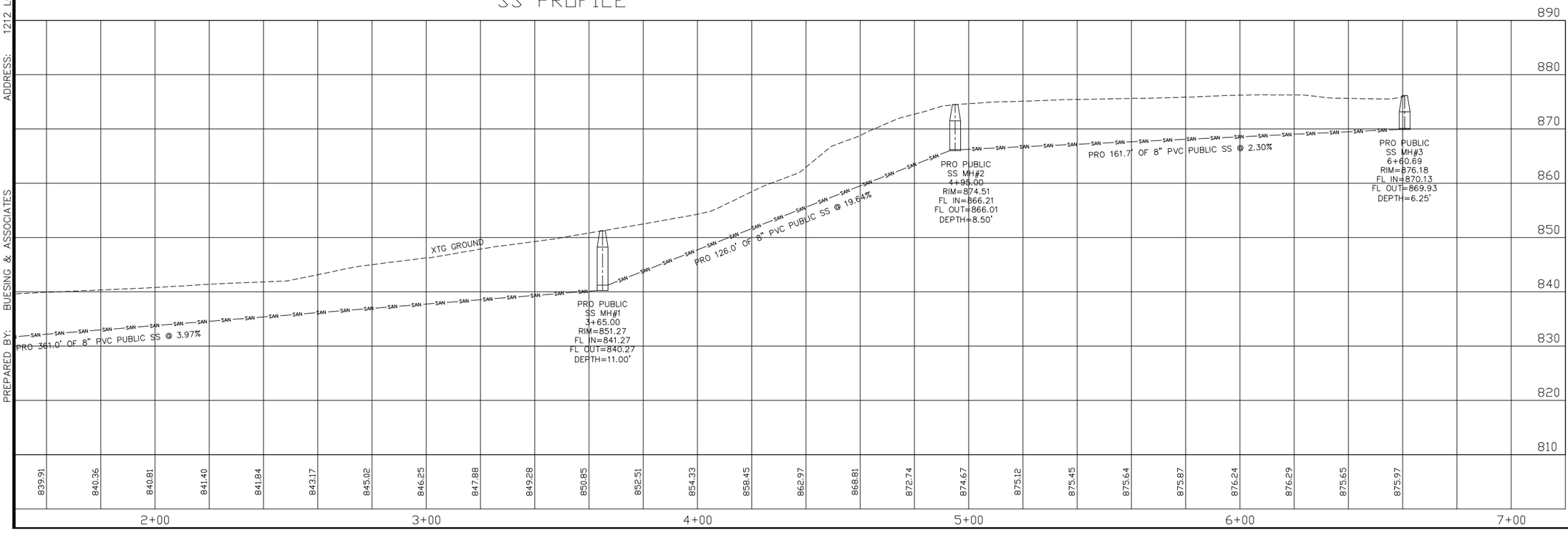
PRELIMINARY
NOT FOR CONSTRUCTION

0' 20' 40'
1" = 40' (11"X17")
1" = 20' (22"X34")

SCALES:
1" = 20' HOR
1" = 10' VER



SS PROFILE



DATE	REVISIONS	DRAWN BY:
10/30/25	4/13/26 PER CITY COMMENTS	TPL
SCALE:		CHECKED BY:
SEE BAR SCALE		PJN

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C3.4

EXHIBIT J

LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 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 K
MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa non-profit corporation, of Dubuque, Iowa, and Thunder Valley Development, LLC was made regarding the following described premises:

> Lot 1 of Dubuque Industrial Center 15th Addition, in the City of Dubuque, Iowa, according to the Plat recorded as Instrument No. 2021-19791, records of Dubuque County, Iowa;

The Development Agreement is dated for reference purposes the ____ day of _____, 2026, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 2026.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Esq., Senior Counsel

STATE OF IOWA
: ss:
DUBUQUE COUNTY

On this ____day of _____, 2026, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, , to me personally known, who being by me duly sworn did say that he is Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa and that said instrument was signed on behalf of said Municipal corporation by authority and resolution of its City Council and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

_____
Notary Public, State of Iowa

EXHIBIT L
PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal") and _____, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ dollars ($_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2018, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for _____ Project detail the following described improvements:

INSERT PROJECT DESCRIPTION
(Use description from Notice to Bidders)

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

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

2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

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

expense:

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this _____ day of _____, 2018.

SURETY COUNTERSIGNED BY:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

_____
Contractor

By: _____
Signature

_____
Printed Name

_____
Title

FORM APPROVED BY:

_____
Representative for Owner

PRINCIPAL:

SURETY:

Surety Company

By: Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

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

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

OUT-OF-STATE CONTRACTOR BOND

SECTION 00610

An out-of-state Contractor must either file a surety Bond, as provided in Iowa Code section 91C.7, with the Iowa Division of Labor Services in the amount of twenty-five thousand dollars ($25,000) for a one (1) year period or must provide a statement to the Iowa Division of Labor Services that the contractor is prequalified to Bid on projects for the Iowa Department of Transportation pursuant to Iowa Code Section 314.1

An out-of-state Contractor, before commencing a contract in excess of five thousand dollars ($5,000) in value of Iowa, must file a Bond with the Iowa Division of Labor Services of the Iowa Department of Workforce Development. A Surety Bond filed pursuant to Iowa Code section 91C.2 must be executed by a surety company authorized to do business in this state, and the Bond must be continuous in nature until canceled by the Surety with not less than thirty (30) days; written notice to the contractor and to the Division of Labor Services of the Iowa Department of Workforce Development in dictating the surety's desire to cancel the Bond. The Surety company is liable under the Bond for any contract commenced after the cancellation of the Bond. The Bond must be in the sum of the greater of the following:

(1) One thousand dollars ($1,000.00); or

(2) Five percent (5%) of the contract price

An out-of-state Contractor may file a blanket Bond in an amount at least equal to fifty thousand dollars ($50,000) for a two (2) year period in lieu of filing an individual Bond for each Contract. The Division of Labor Services of the Iowa Department of Workforce Development may increase the Bond amount after a hearing.

Prepared by: Ian Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105
Return to: Ian Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105

RESOLUTION NO. ____-26

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND THUNDER VALLEY, LLC

WHEREAS, Thunder Valley, LLC is the owner of the property legally described as follows:

> Lot 1 of Dubuque Industrial Center 15th Addition, in the City of Dubuque, Iowa, according to the Plat recorded as Instrument No. 2021-19791, records of Dubuque County, Iowa

(the Property); and

WHEREAS, Developer proposes to construct seventy-two (72) multi-family residential units on the Property (the Project) and invest approximately Twelve Million Dollars ($12,000,000.00) 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 Thunder Valley, 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 Thunder Valley, 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 17th day of August, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk



Parcels: 10-29-251-016

Zoom to

PIN: 1029251016

Address: RADFORD RD

Owner: THUNDER VALLEY DEVELOPMENT LLC

Legal Description: LOT 1 DUBUQUE INDUSTRIAL CENTER 15TH ADD

(Note: Not to be used on legal documents)

Section-Township-Range:

Class: C

Tax District: DUBA - DUBUQUE CITY - DBQ COMM, 0.0304086000

TIF District: DUBT5 - DUBUQUE CITY UR 5, 0.0304086000

Deeded Instrument: 202500006062

Deeded Book: 2025

Deeded Page: 6062

Contract Instrument:

Contract Book:

Contract Page:

CSR Points: 0.00

Sq Feet:

Copyrighted
August 17, 2026

City of Dubuque
City Council

ACTION ITEMS # 3.

ITEM TITLE:	North American Trainer Association (NATA) Formation Flight Training at Dubuque Regional Airport Video
SUMMARY:	City staff will show a video of the North American Trainer Association (NATA) conducting their annual formation flight training at the Dubuque Regional Airport (DBQ) before EAA AirVenture in Oshkosh, Wisconsin. This video can also be viewed at https://youtu.be/J0eP1YM1Cos?si=HFiosGDIMZTrlbsm
SUGGUESTED DISPOSITION:	Receive and File; Video

ATTACHMENTS:
None

Copyrighted
August 17, 2026

City of Dubuque
City Council

CLOSED SESSION #

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

SUMMARY:

SUGGUESTED DISPOSITION:

ATTACHMENTS:
None