



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
November 18, 2024 at 6:30 PM

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

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United States (Toll Free): 1-877-568-4106
United States: +1 (571) 317-3129
Access Code: 337-661-181

ROLL CALL ORDER FOR MEETING

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

WORK SESSION

5:15 PM: Introduction to the Office of Community Impact and Review of the Equitable Fine and Fee Service Program

Community Impact Director Antonio Mouzon will introduce the newly established Office of Community Impact and provide an update on the equitable fines and fees service program.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. **The 35th Anniversary Of The Dubuque Branch Of The NAACP (2024)**
On behalf of the Dubuque Branch of the NAACP.
2. **Small Business Saturday (November 30, 2024)**
On behalf of the Small Business Saturday Coalition and the Dubuque Area Chamber of Commerce.

CONSENT ITEMS

1. **Minutes and Reports Submitted**
City Council Proceedings of September 30, October 7, October 21, and November 4, 2024; Equity and Human Rights Commission of October 8, 2024; Proof of Publication for City Council Proceedings of October 21, 2024.
Suggested Disposition: Receive and File
2. **Notice of Claims and Suits**
Halanier Holmes for vehicle damage; Jamie Joe Doyle for vehicle damage; Keon Killins for vehicle damage,
Suggested Disposition: Receive and File; Refer to City Attorney
3. **Disposition of Claims**
City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool:
Halanier Holmes for vehicle damage.
Suggested Disposition: Receive and File; Concur
4. **Approval of City Expenditures**
City Manager recommending City Council approval for payment of City expenditures.
RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures
Suggested Disposition: Receive and File; Adopt Resolution(s)
5. **Audit Services Recommendation**
City Manager recommending the selection of Mauldin & Jenkins Certified Public Accountants, to provide the City's auditing services for the next three fiscal years, Fiscal Year 2024 through 2026, and authorize the City Manager to sign the audit service agreement.
Suggested Disposition: Receive and File; Approve
6. **Fiscal Year 2024 State Urban Renewal Report**
City Manager recommending approval of the Fiscal Year 2024 Iowa Urban Renewal Report for the City of Dubuque.

RESOLUTION Approving The Fiscal Year 2024 Urban Renewal Report For The City Of Dubuque

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

7. Fiscal Year 2024 State of Iowa Annual Financial Report

City Manager recommending approval to file the Fiscal Year 2024 State of Iowa Annual Financial Report with the State of Iowa Auditor.

Suggested Disposition: Receive and File; Approve

8. Fiscal Year 2026 Annual Tax Increment Financing Report

City Manager transmitting the Annual Tax Increment Financing Report that has been filed with Dubuque County Auditor Kevin Dragotto.

Suggested Disposition: Receive and File

9. Kohl's Department Store, Inc. 2023 & 2024 Property Tax Appeal Stipulation of Settlement Notice

Senior Counsel transmitting notice of a Stipulation of Settlement for a 2023 and 2024 property tax appeal filed by Kohl's Department Store, Inc. for their property located at 2595 NW Arterial.

Suggested Disposition: Receive and File

10. Sublease by Dubuque Racing Association (DRA)

City Attorney recommending approval and adoption of the resolution consenting to the sublease between the Dubuque Racing Association Ltd. and Pinseekers Dubuque RE, LLC, and Pinseekers Dubuque Operations, LLC.

RESOLUTION Consenting To The Sublease Between The Dubuque Racing Association Ltd. And Pinseekers Dubuque Re, LLC, And Pinseekers Dubuque Operations, LLC.

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

11. Contracted Services Agreement - Crescent Community Health Center

City Manager recommending City Council approve the attached Contracted Services Agreement with Crescent Community Health Center and authorize the Mayor to execute the contract on behalf of the City.

Suggested Disposition: Receive and File; Approve

12. Intent to Apply for National Environmental Health Administration – Food and Drug Administration 2025 Track 3 Maintenance and Advancement Base Grant.

City Manager recommending approval to apply for 2025, Track 3 Maintenance and Advancement Base Grant and a Capacity Building Grant in the amount of \$307,222.

Suggested Disposition: Receive and File; Approve

13. Proposed Conduit Licensing Authority for Iowa Power & Light/Alliant Energy

City Manager recommending approval to amend the existing Master Co-Location

and Shared Services Agreement between the City of Dubuque and Interstate Power and Light (IPL) to provide IPL with authority to license excess “conduit” in addition to “dark fiber” presently in their Dubuque conduit system.

Suggested Disposition: Receive and File; Approve

14. Acceptance 2024 ADA Sidewalk Curb Ramp Project One

City Manager recommending the acceptance of the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$97,023.35 to Midwest Concrete, of Peosta, IA, for the 2024 ADA Sidewalk Curb Ramp Project One

RESOLUTION Accepting The 2024 ADA Sidewalk Curb Ramp Project One And Authorizing Final Payment To The Contractor

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

15. Acceptance 2024 ADA Sidewalk Curb Ramp Project Two - PROJECT 5421000002

City Manager recommending the acceptance of the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$156,388.18 to Midwest Concrete, of Peosta, IA, for the 2024 ADA Sidewalk Curb Ramp Project Two.

RESOLUTION Accepting The 2024 ADA Sidewalk Curb Ramp Project Two And Authorizing Final Payment To The Contractor

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

16. Acceptance 2024 ADA Sidewalk Curb Ramp Project Three

City Manager recommending the acceptance of the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$212,562.24 to Valentine Construction Co., LLC, of Dubuque, IA, for the 2024 ADA Sidewalk Curb Ramp Project Three.

RESOLUTION Accepting The 2024 Ada Sidewalk Curb Ramp Project No. 3 And Authorizing Final Payment To The Contractor

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

17. Acceptance 2024 ADA Sidewalk Curb Ramp Project Four

City Manager recommending the acceptance of the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$102,140.14 to Drew Cook and Sons Excavating Co., of Dubuque, IA, for the 2024 ADA Sidewalk Curb Ramp Project N. 4.

RESOLUTION Accepting The 2024 ADA Sidewalk Curb Ramp Project No. 4 And Authorizing Final Payment To The Contractor

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

18. Acceptance 2024 Airport ADA Ramp Replacement Project

City Manager recommending the acceptance of the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$63,976.29 to Midwest Concrete, of Peosta, IA, for the 2024 Airport ADA Ramp

Replacement Project.

RESOLUTION Accepting The 2024 Airport ADA Ramp Replacement Project And Authorizing Final Payment To The Contractor

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

19. Acceptance Bunker Hill Golf Course Sinkhole Remediation Project

City Manager recommending the acceptance of the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$29,775.63 to Valentine Construction Co. for the Bunker Hill Golf Course Sinkhole Remediation Project.

RESOLUTION Accepting The Bunker Hill Golf Course Sinkhole Remediation Project And Authorizing Final Payment To The Contractor

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

20. Maturity Extensions of Water Revenue Capital Loan Notes (Interim Financing) State Revolving Fund Planning and Design Loans

City Manager recommending approval of the suggested proceedings to enable the City to extend the maturity date of the Water Revenue Capital Loan Notes (Interim Financing) State Revolving Fund Planning and Design Loans.

RESOLUTION Extending the maturity date of the City's Water Revenue Capital Loan Note Anticipation Project Note R-1, Series 2022

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

21. Progress Update: 3000 Jackson Street, Dubuque Brewing and Malting Building

City Manager submitting a status update on the Dubuque Brewing and Malting project at 3000 Jackson Street.

Suggested Disposition: Receive and File

22. Adoption of Supplement Numbers 2024 S-13 and S-14

City Clerk recommending City Council approval of the resolution adopting Supplement Numbers 2024 S-13 and S-14 as part of the Code of Ordinances of the City of Dubuque.

RESOLUTION Adopting Supplement Nos. 2024 S-13 And S-14 To The Code Of Ordinances Of The City Of Dubuque, Iowa

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

23. Signed Contract(s)

Origin Design Co. for the Dubuque Well Fields Fiber 408 Permitting.

Suggested Disposition: Receive and File

24. Tobacco Permit Refund Request - United Cigar and Tobacco

United Cigar and Tobacco requesting a refund of Tobacco Permit No. DBQ2025-74 located at 333 East 10th St. due to the applicant no longer operating at that location.

Suggested Disposition: Receive and File; Approve

25. Approval of Retail Alcohol Licenses

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

RESOLUTION Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits
Suggested Disposition: Receive and File; Adopt Resolution(s)

ITEMS SET FOR PUBLIC HEARING

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

1. Resolution Setting Public Hearing on a Proposed Development Agreement with Miller Companies, LLC

City Manager recommending City Council approval of a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and between the City of Dubuque, Iowa and Miller Companies, LLC for the redevelopment of 744 Main Street.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Miller Companies, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for December 2, 2024

2. Resolution Setting Public Hearing on a Proposed Development Agreement with Limestone Legacy, LLC

City Manager recommending City Council approval of a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and between the City of Dubuque, Iowa and Limestone Legacy, LLC for the redevelopment of 1602 Central Avenue.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Limestone Legacy, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for December 2, 2024

3. Resolution Setting Public Hearing on a Proposed Development Agreement with 1400 Central, LLC

City Manager recommending City Council approval a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and between the City of Dubuque, Iowa and 1400 Central, LLC for the redevelopment

of 1400 Central Avenue.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And 1400 Central, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for December 2, 2024

4. Resolution Setting Public Hearing on a Proposed Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC

City Manager recommending City Council approval of a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and between the City of Dubuque, Iowa and Nia Neighborhoods Opportunity Zone Fund, LLC (Nia Neighborhoods) for the redevelopment of 1390 White Street.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Nia Neighborhoods Opportunity Zone Fund, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for December 2, 2024

5. Resolution Setting a Public Hearing on a Proposed Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

City Manager recommending City Council approval of a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and among the City of Dubuque, Iowa, SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Among The City Of Dubuque, Iowa, SJR Properties, L.L.C., And Universal Tank & Fabrication, Inc., Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations To SJR Properties, L.L.C., And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for December 2, 2024

6. Setting a Public Hearing on Proposed Second Amendment to Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society

City Manager recommending City Council adopt the attached resolution setting a public hearing for December 2, 2024, on a proposed Second Amendment to the Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The

City Of Dubuque, Iowa On The Second Amendment To The Lease Agreement By And Between The City Of Dubuque, Iowa, And Dubuque County Historical Society And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for December 2, 2024

7. Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2024.3

City Manager recommending City Council adopt a resolution that 1) authorizes and directs the City Manager to prepare a proposed Amended and Restated Urban Renewal Plan, Version 2024.3 ("Plan") for the Greater Downtown Urban Renewal Area ("Area") and 2) sets a public hearing on the proposed Amended and Restated Urban Renewal Plan, Version 2024.2 for December 16, 2024.

RESOLUTION Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan, Version 2024.3, For The Greater Downtown Urban Renewal Area And Setting The Date For A Public Hearing And Consultation On The Proposed Amended And Restated Urban Renewal Plan, Version 2024.3, For Said Area

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for December 16, 2024

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.

Housing Appeals and Mediation Board

One, 3-Year term through January 1, 2027 (Vacant term of Spence)

Applicant:

Cole Hansen, 408 Burch St.

Housing Commission

One, 3-Year term through August 17, 2027 (Vacant term of White)

Applicant:

Davis Wall, 1710 ½ White St.

Resilient Community Advisory Commission

One, 3-Year term through July 1, 2026 (Vacant At Large term of Chamberland)

Applicant:

David McDermott, 919 Kirkwood St

PUBLIC HEARINGS

Residents are invited to address the City Council on the following agenda items. Please come to the podium and state your name and address when the item you

wish to speak to is being considered.

1. Approving a Development Agreement with Dubuque Racing Association, Ltd.

Proof of publication on notice of public hearing to consider City Council approve a Development Agreement by and between the City of Dubuque, Iowa Dubuque Racing Association, Ltd. (DRA) for the redevelopment of a lease area lying within parts of Lot 1, Lot 2, and Lot 3 of Chaplain Schmitt Island in the City of Dubuque (the Property), including the development of a PinSeekers facility, and providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations, and City Manager recommending approval.

RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Dubuque Racing Association, LTD., Including The Issuance Of Urban Tax Increment Revenue Obligations

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

2. Iowa Amphitheater on Schmitt Island - Bid Package 2 (Utilities, Paving & Amphitheater Stage)

Proof of Publication on notice of public hearing to consider the approval of the plans, specifications, form of contract and construction estimate of \$9,702,000.00 for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 and City Manager recommending approval

RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Iowa Amphitheater On Schmitt Island Project – Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

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

3. Bunker Hill Irrigation Replacement Project Phase 3 Public Hearing

Proof of publication on notice of public hearing to consider City Council approval of the construction plans and specifications, form of contract, and estimated cost of \$360,000.00 for the Bunker Hill Irrigation Replacement Project Phase 3 through adoption of the attached resolution, and City Manager recommending approval.

RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Bunker Hill Irrigation Replacement Project Phase 3

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. Central Avenue and White Street Corridor Traffic Study Preferred Alternative Engagement Results

City Manager recommending City Council approval on the preferred alternative for the Central Avenue and White Street Corridor Traffic Study as developed by Bolton & Menk.

Suggested Disposition: Receive and File; Approve; Presentation

2. Submission of EPA Grant Application for the Dubuque Community Resilience Hub Project

City Manager recommending approval of a grant application to the U.S. Environmental Protection Agency (EPA)'s Community Change grant program.

Suggested Disposition: Receive and File; Approve

3. GFOA Distinguished Budget Presentation Award

City Manager transmitting the notification of the City of Dubuque receiving the Government Finance Officers Association Distinguished Budget Presentation Award for the 19th consecutive year.

Suggested Disposition: Receive and File

4. 2025 State Legislative Priorities

City Manager recommending Mayor and City Council adoption of the 2025 State Legislative Priorities.

Suggested Disposition: Receive and File; Approve

5. Updated Equity and Human Rights Commission Ordinance

City Manager recommending adoption of an amended Equity and Human Rights ordinance.

ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 8 Equity And Human Rights, Chapter 2 Equity And Human Rights Commission

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

6. Award 2024 SRF Green Alley Project

City Manager recommending awarding the public improvement construction contract for the 2024 SRF Green Alley Project to McDermott Excavating Inc. in the amount of \$1,202,512.00, which is 10.4% below the engineer's estimate of probable cost, through the adoption of the enclosed resolution.

RESOLUTION Awarding Public Improvement Construction Contract For The 2024 SRF Green Alley Project

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

7. Award Broadway Sanitary Sewer Improvement Project

City Manager recommending awarding the Public Improvement Construction Contract for the Broadway Sanitary Sewer Improvements Project to Tschiggfrie

Excavating Co. in the amount of \$266,668.30 through the adoption of the attached resolution.

RESOLUTION Awarding Public Improvement Construction Contract For The Broadway Street Sanitary Sewer Improvement Project

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

8. Eagle Point Water Plant Supervisory Control and Data Acquisition (SCADA) Upgrade Award Construction Contract

City Manager recommending City Council award the construction contract for Eagle Point Water Plant Supervisory Control and Data Acquisition (SCADA) Upgrade, through the adoption of the enclosed resolution, to Westphal & Company, Inc. of Dubuque, Iowa, in the amount of \$1,345,500.

RESOLUTION Awarding Public Improvement Construction Contract For The Eagle Point Water Plant Supervisory Control And Data Acquisition (SCADA) Upgrade Project

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

COUNCIL MEMBER REPORTS

CLOSED SESSION

Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa

ADJOURNMENT

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

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

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

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

**City of Dubuque
City Council**

WORK SESSION #

ITEM TITLE: 5:15 PM: Introduction to the Office of Community Impact and Review of the Equitable Fine and Fee Service Program

SUMMARY: Community Impact Director Antonio Mouzon will introduce the newly established Office of Community Impact and provide an update on the equitable fines and fees service program.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Office of Community Impact_City Council Presentation - Final Presentation PDF_Uploaded 11.18.24
4. Census Tract 5 Map-2_Uploaded 11.18.24
5. Community Impact Service Program - Application.pdf-7_Uploaded 11.18.24
6. Community Impact Service Program Work Flow_Uploaded 11.18.24

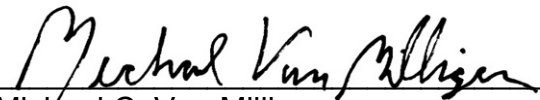
TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session for Introduction to the Office of Community Impact and Review of the Equitable Fine and Fee Service Program

DATE: November 14, 2024

Community Impact Director Antonio Mouzon is providing information for the Work Session to be held on November 18, 2024, at 5:15 p.m. This work session will introduce the newly established Office of Community Impact and to provide an update on the equitable fines and fees service program.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Antonio J. Mouzon, Community Impact Director
Anderson Sainci, Director Office of Shared Prosperity and Neighborhood Support
Marie Ware, Leisure Services Director
Jenny Larson, Chief Finance Officer
Alexis Steger, Housing and Community Development Director
Miranda Onofre, Community Diversion and Development Coordinator
Brittney Hayes, Community Service and Outreach Coordinator
LaMetra Murdock, MFC Director
Sarah Berna, AmeriCorps Program Coordinator
Anne Marie Greenwood, Community Impact Administrative Assistant

TO: Michael C. Van Milligen, City Manager
FROM: Antonio J. Mouzon, Community Impact Manager
SUBJECT: Work Session for Introduction to the Office of Community Impact and
Review of the Equitable Fine and Fee Service Program

DATE: November 12, 2024

INTRODUCTION

The purpose of this memorandum is to provide information for the City Council work session to introduce the newly established Office of Community Impact and to provide an update on the equitable fines and fees service program. This session will be held November 18, 2024, from 5:15 p.m. to 6:30 p.m.

BACKGROUND

The Office of Community Impact was created to oversee several critical areas of community engagement, including the Multicultural Family Center, AmeriCorps programs, volunteerism, and equitable fine and fee prevention services. Since its inception, the department has prioritized equity-driven initiatives aimed at reducing financial burdens on residents and ensuring fair access to city services.

One of the key programs we have developed is the equitable fine and fee service program, which focuses on addressing the disproportionate impact of fines and fees on underrepresented communities. The program aims to create more accessible and just solutions for residents facing financial penalties while expanding professional opportunities and opportunities to serve within our community.

DISCUSSION

During this work session, we will provide an overview of the Office of Community Impact's mission, scope, and current projects, emphasizing the equitable fine and fee service program. We will present data on how the program has been designed to align

with the City Council's equity goals and offer opportunities for feedback to further refine the services.

cc:

Anderson Sainci, Office of Shared Prosperity and Neighborhood Support Manager

Marie Ware, Leisure Services Manager

Jenny Larson, Chief Finance Officer

Alexis Steger, Housing and Community Development Director

Miranda Onofre, Community Diversion and Development Coordinator

Brittney Hayes, Community Service and outreach Coordinator

LaMetra Murdock, MFC Director

Sarah Berna, AmeriCorps Program Coordinator

Anne Marie Greenwood, Community Impact Administrative Assistant

Office of Community Impact



AmeriCorps





Agenda

- Depart Background
- Team Members
- Mission & Vision
- AmeriCorps Programming
- MultiCultural Family Center
- Community Outreach & Volunteering
- Community Diversion & Prevention
- Equitable Fine & Fee Reform Program

Community Impact Leadership Team



Antonio Mouzon
Department Manager



Anne Marie Greenwood
Administrative Assistant



Sarah Berna
AmeriCorps Program Director



LaMetra Murdock
MultiCultural Family Center
Director



Brittney Hayes
Community Service &
Outreach Coordinator



Miranda Onofre
Community Diversion &
Prevention Coordinator

Mission & Vision

Our mission is to foster an inclusive, equitable, and engaged community where all individuals and families, especially those from underrepresented backgrounds, can thrive. We address barriers within our community through programs, partnerships, and opportunities that enhance access to resources, improve the quality of life for residents, and contribute to a positive thriving community.

We envision a community where everyone has the resources and support they need to thrive; a community where service is the foundation of our collective impact, diversity is celebrated, equity is ingrained in every working system, and residents are engaged and empowered to contribute to the betterment of our society.





AmeriCorps

The City of Dubuque AmeriCorps Program is designed to **expand capacity** with a focus on **empowering youth** through social and emotional learning, fostering resilience, leadership, and positive development.

- Programs promote healthy lifestyles resulting in decreased youth risk-related behaviors.
- Development skills to build meaningful and healthy relationships while experiencing inclusion and belonging.
- Providing every young person with the opportunity to grow up safely and access their best possible future.





Many students just needed a positive role model to talk with them



SEL instruction is much smoother with 2nd-5th graders



The teachers really appreciated us for what we were doing



Showing up goes a long way



Have fun and be genuine when working with K-5

DATA!

In the 23-24 Program year, our members served:

- 328 Teens
- 202 K-5 Students
- 25 Mentor/Mentee Matches
- Recruited 74 Volunteers
- 39 Teens in Summer Teen Empowerment Program



AmeriCorps





AmeriCorps

The Impact of our AmeriCorps Program can be seen throughout our Community:

- Multicultural Family Center - Teen Programming
- Hillcrest Family Services - Teen Health Education
- Municipal Career Exploration - City Engineering
- Carnegie-Stout Public Library - Youth Literacy
- Dubuque Community Schools - K-5 SEL
- Youth in schools learn healthy behaviors & build relationship skills
- Teens develop career readiness skills
- All practice and strengthen Social-Emotional skills: self-management, self-awareness, social awareness, , relationship skills, decision-making, optimistic thinking, goal-directed behavior



Global Ties Youth & Civic Engagement Project Sub-Saharan Africa

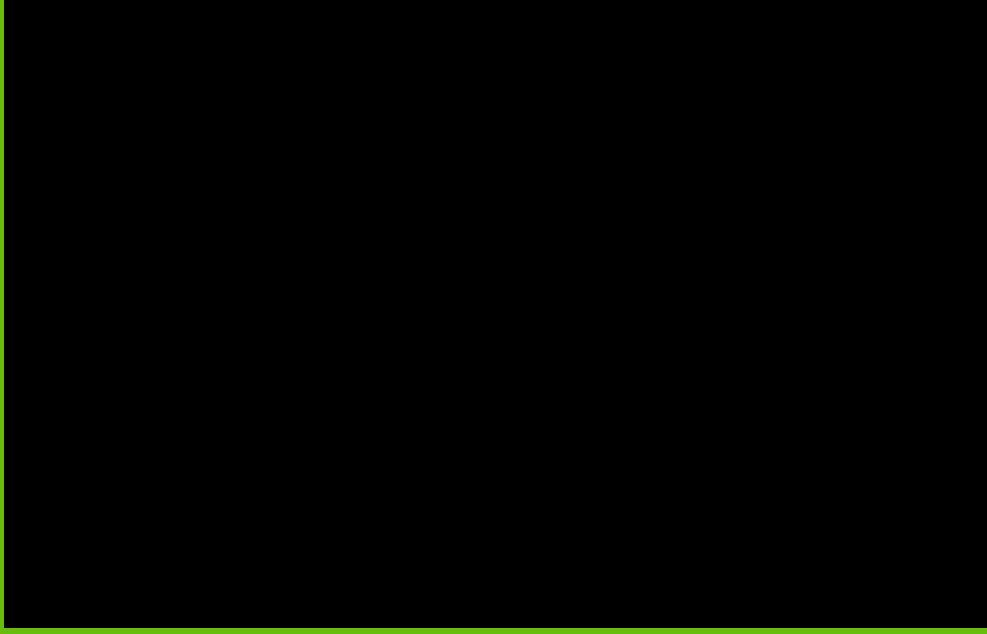
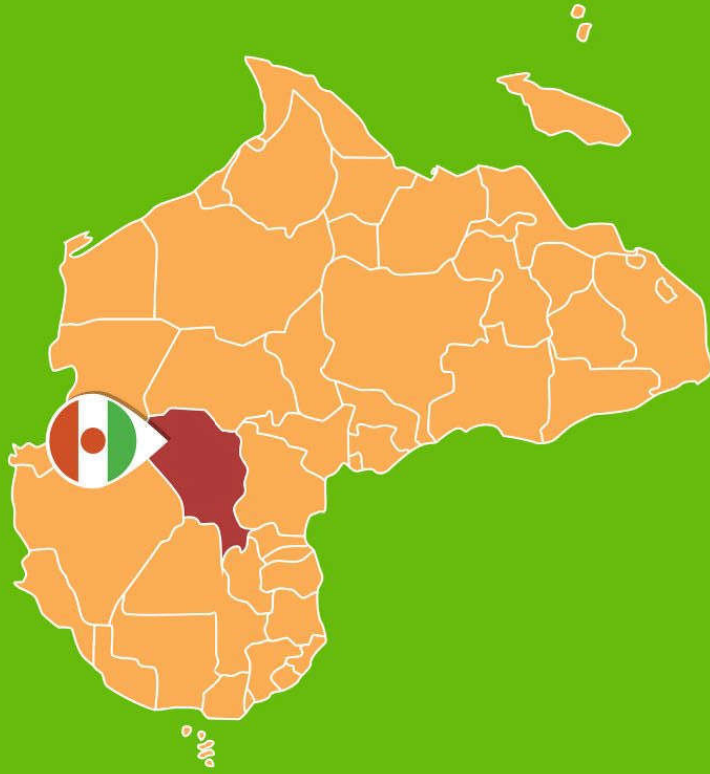
MFC Welcomed a group of International Leaders to Dubuque- International Visitor Leadership Program

- 12 Visitors and 3 accompanying interpreter liaisons
- This is a regional project, so the visitors are from different countries all around Africa: *Tanzania, Morocco, Niger, Liberia, Burkina Faso, Congo, Ghana, Mali, Rwanda, Senegal, Tunisia*
- The International Leaders are looking for ways to learn more about public outreach, social empowerment, justice, teen programs, and activities provided by the MFC.
- During their visit to Dubuque, they desired to interact with the youth during programming and to meet with staff, volunteers, and AmeriCorps members.
 - UD Campus Tour
- We returned to the MFC for a Q&A session that led to a SPONTANEOUS:
 - Multicultural Youth Dance Showcase performed by the Dubuque Dancing Divas for our visiting African Leaders

AND!!!!



International Leader from the country of Niger,
Mr. Larwanou performing Michael Jackson's
signature moves for us to enjoy!





The Multicultural Family Center is a community center that empowers all families and community members of Dubuque to reach their full potential and build unity through diversity, equity, and inclusion.

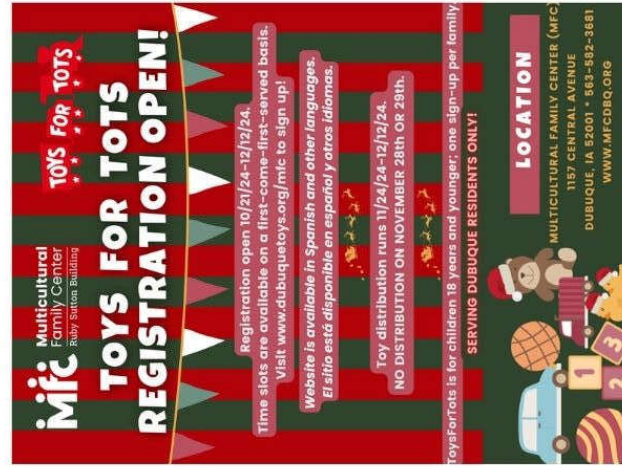
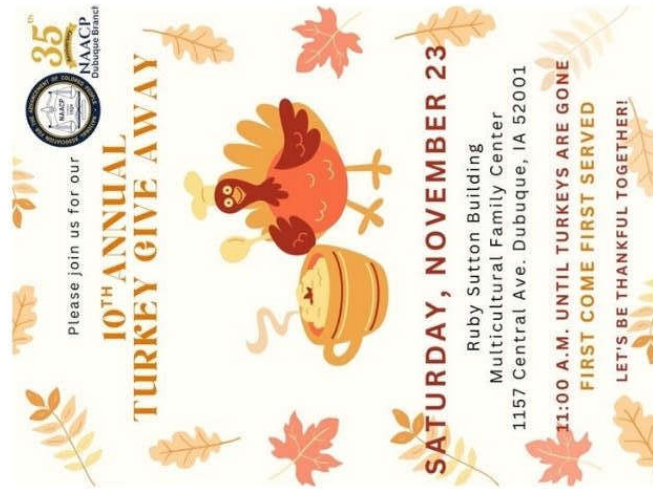
Programs include:

- Adult programs
- Youth programs
- Cultural events & Celebrations
- Family Programs & Events.



Upcoming Ways the MFC is Serving the Community!

Turkey Giveaway
November 23rd at 11am



Toys for Tots

Registration Open:

October 21st - December 12th

Toy Distribution:

November 24th - December 12th

Expungement Clinic

December 7th

10 am - 2pm

(Iowa Legal Aid Partnership)



Fiesta Navideñas En Familia

- Cultural Celebration

December 14th

5 pm - 8 pm

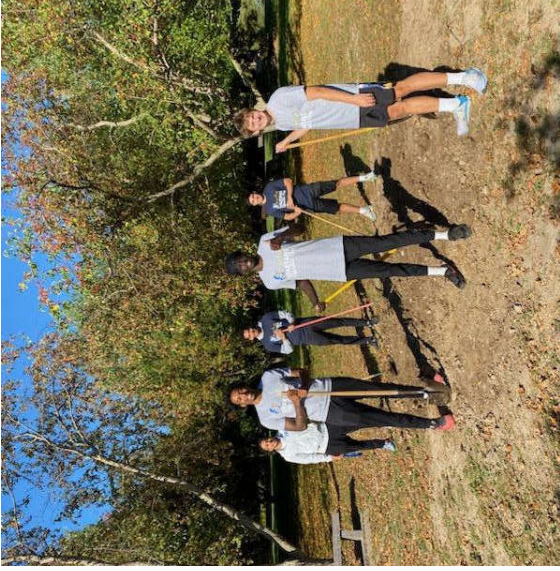
L.E.A.D (Latino Empowerment and Development) Partnership

Community Service & Outreach

We believe service is the cornerstone to a thriving community!

Our Community Service and Outreach

Coordinator focuses on developing strong partnerships that bridge residents to volunteer opportunities, enhancing community involvement, and strengthen community resilience, civic engagement, and contribute to an overall sense of belonging.





A program for community members to adopt an area of city property and agree to clean litter one time per month for one year or longer

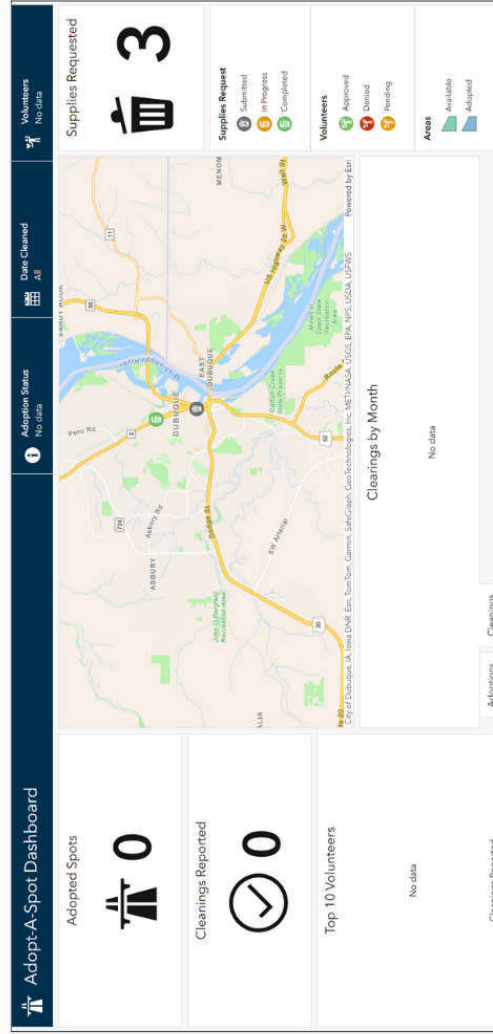
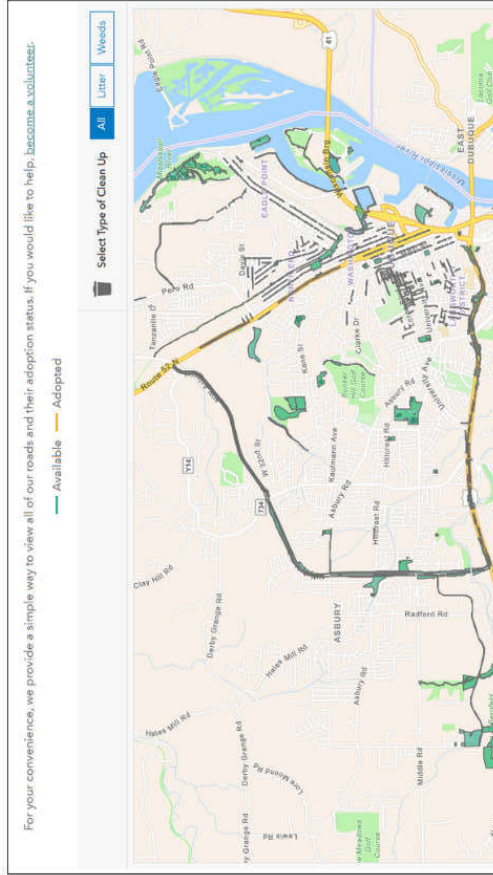
Parks

Trails

Streets

Detention Basins

Storm Drains



Community Diversion & Prevention

The Office of Community Impact focuses on addressing access to equitable opportunities and resources.

The Community Impact Service Program offers individuals the chance to address fines and fees through service opportunities and professional development, empowering them to expand professional networks while resolving financial challenges.



Partnership for a Better Dubuque: Building Our Community That Is Viable, Livable and Equitable



Partner with public/private community organizations to **provide opportunities** for residents for **upward mobility and empowerment** across all demographics.



Be an **advocate** for the Dubuque community and City of Dubuque at federal and state government levels.



Secure grants and other **funding** sources for City projects to achieve City and Community goals.



Be an inclusive and welcoming community for all.



Partner with local universities, colleges and institutions of higher education.



Listen to community input, engagement and feedback and use when incorporating the information to policy development and decision making.





Utility Bill - Negative Snowball Effect

Delinquent Account

Accounts 31 days & \$125.00 past due.

Disconnect Notice Issued.



Past Due Account

Accounts not paid on time, 1 day past due.

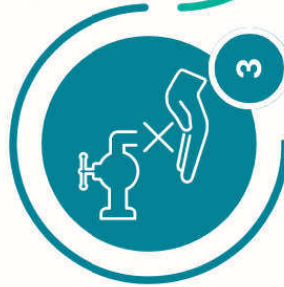
5% Penalty Applied.



Water Shut Off

Utility Bill remains unpaid after Disconnect Notice is Issued.

For Rentals: Account moves to Landlord & Remains on



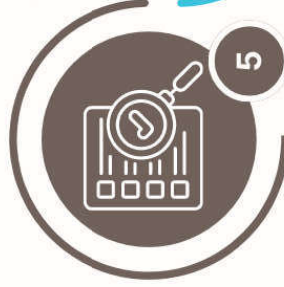
Housing Notified

Housing is notified of every residence that gets their water turned off. Address is placed on their list as 'Unhabitable'



Inspection

Address remains on list for more than 7 days, Inspection is scheduled and 24 - 48 hour notice is given to remedy the situation.



Condemned Structure

Still not remedied, Condemned Structure Sticker is placed on Residence. Housing can then Cite the Residence.



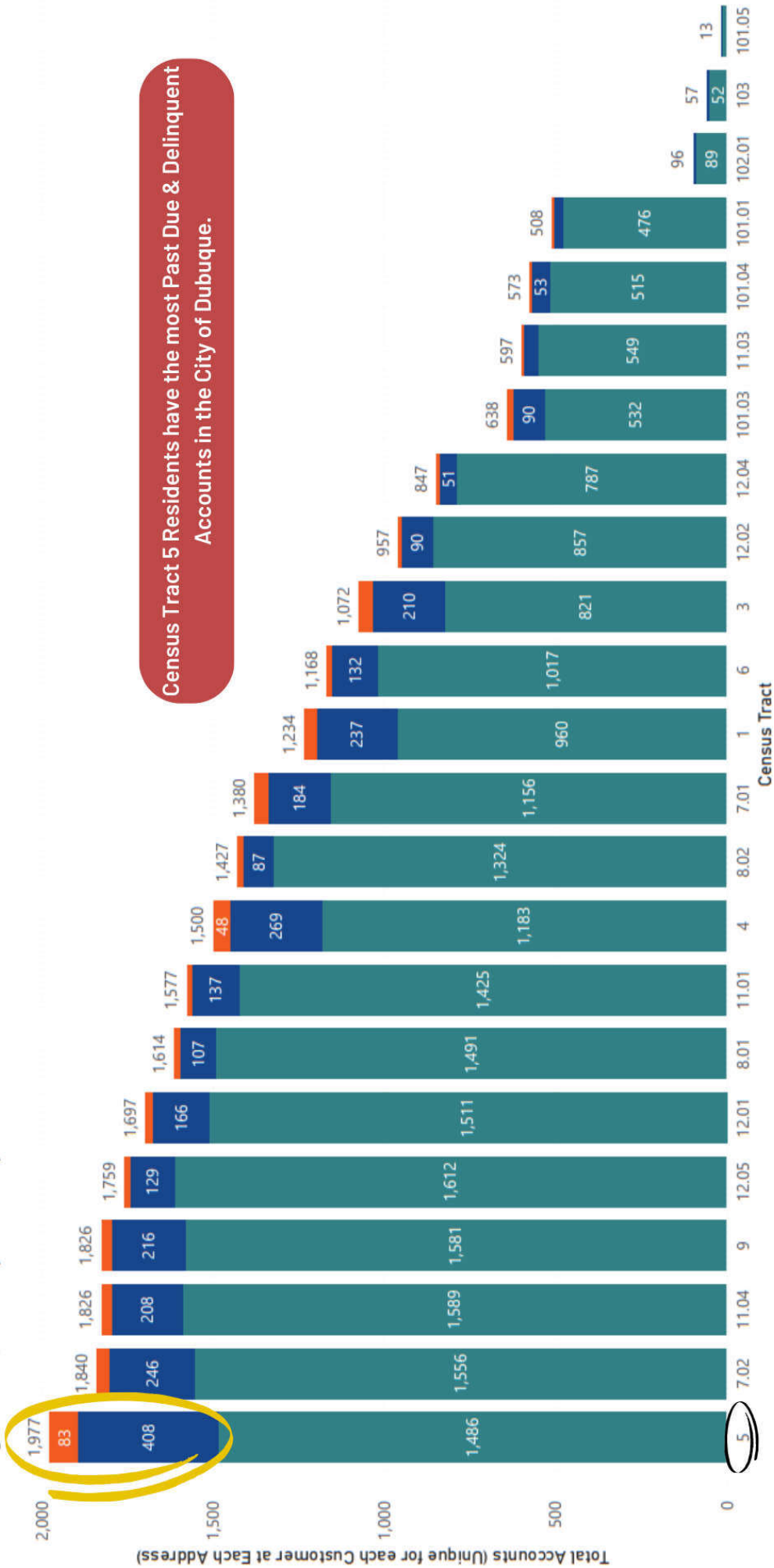


City of Dubuque Utility Billing Data Findings

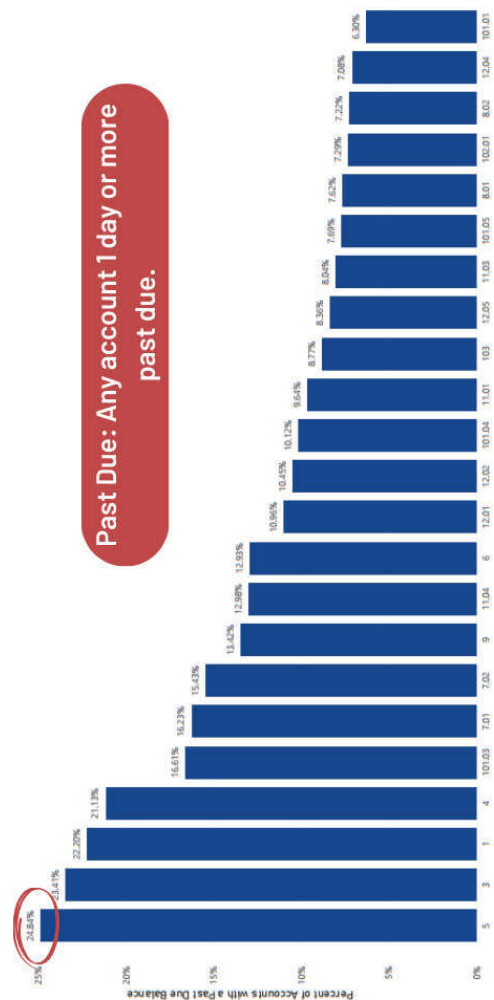
Project Collaborators:
Utility Billing Department
Office of Shared Prosperity

Total Accounts by Census Tract and Standing

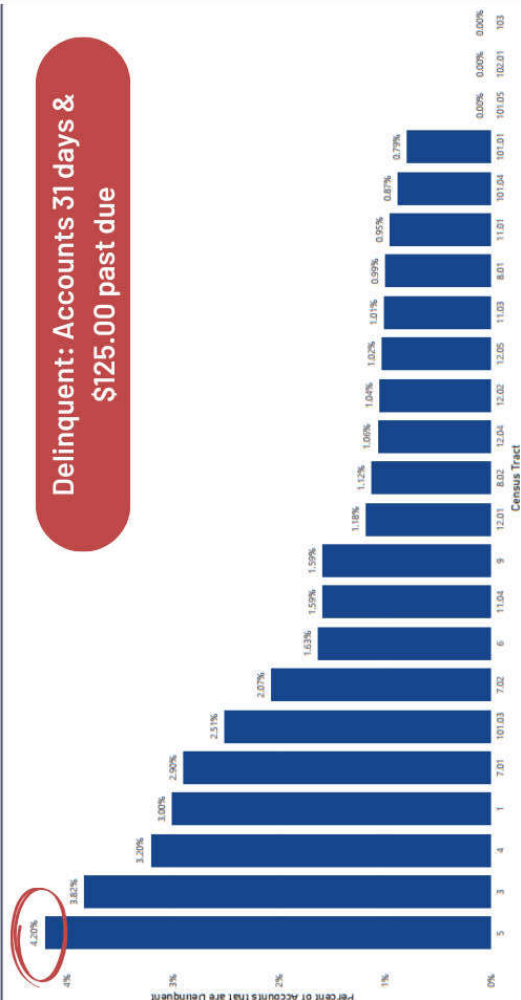
● Good Standing ● Past Due, Non Delinquent ● Delinquent



Past Due Rates by Census Tract



Delinquency Rates by Census Tract



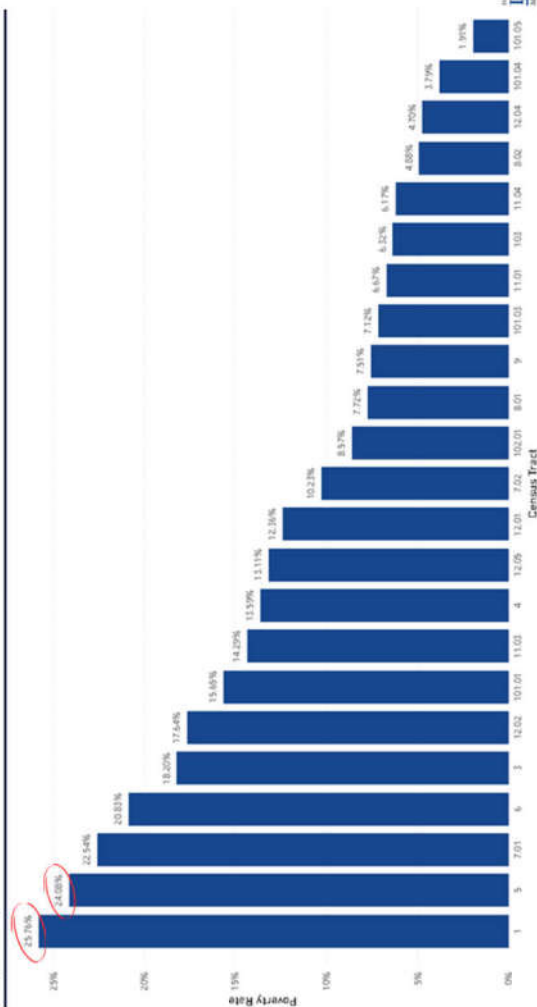
Utility Billing Data

Census Tract 5

Highest Percentage of Delinquent Rates (4.20%)
 Highest Percentage of Past Due Rates (24.84%)

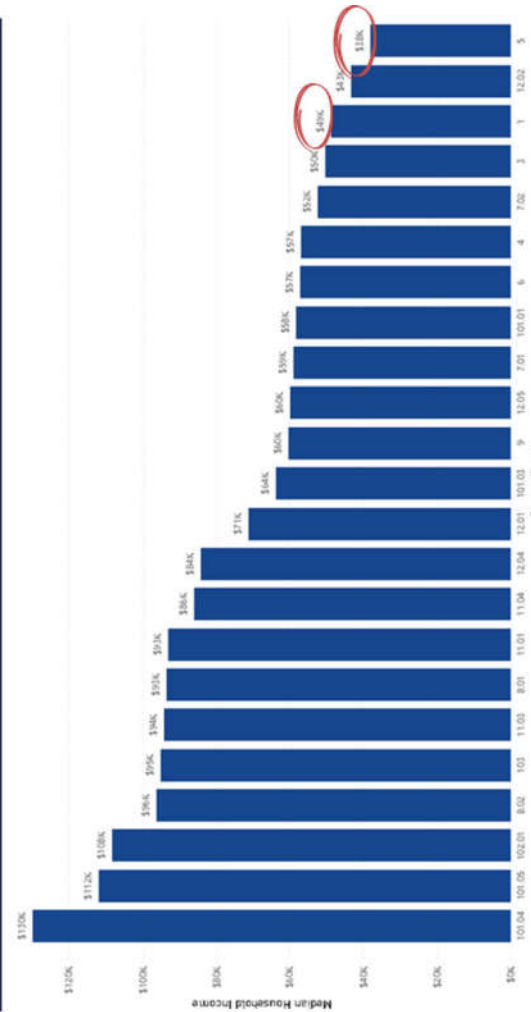


1000 CIRCLE DR
DUBUQUE
Manufacturing on the Mississippi



Census Tract 1

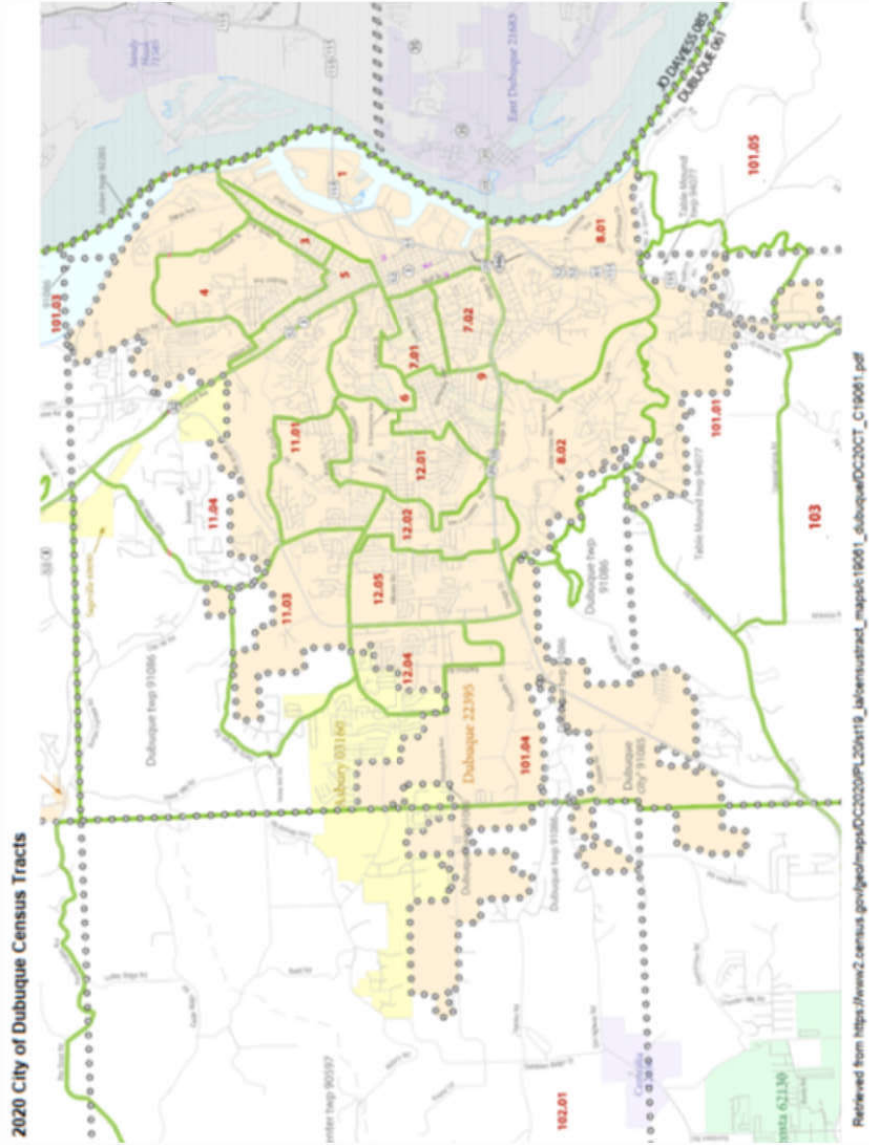
3rd lowest Median Household Income (\$49k)



Census Tract 5

Lowest Median Household Income (\$38k)

City of Dubuque Census Tract 5



Census Tract 5 Stats.

- **Highest Percentage of Delinquent Accounts** (4.20%)
- Highest Percentage of **Past Due Accounts** (24.84%)
- **High** Poverty Rate
- **Lowest** Household Median Income in Dubuque

City of Dubuque Utility Bill Fines and Fees are impacting our low income and high poverty residents the most within our community.

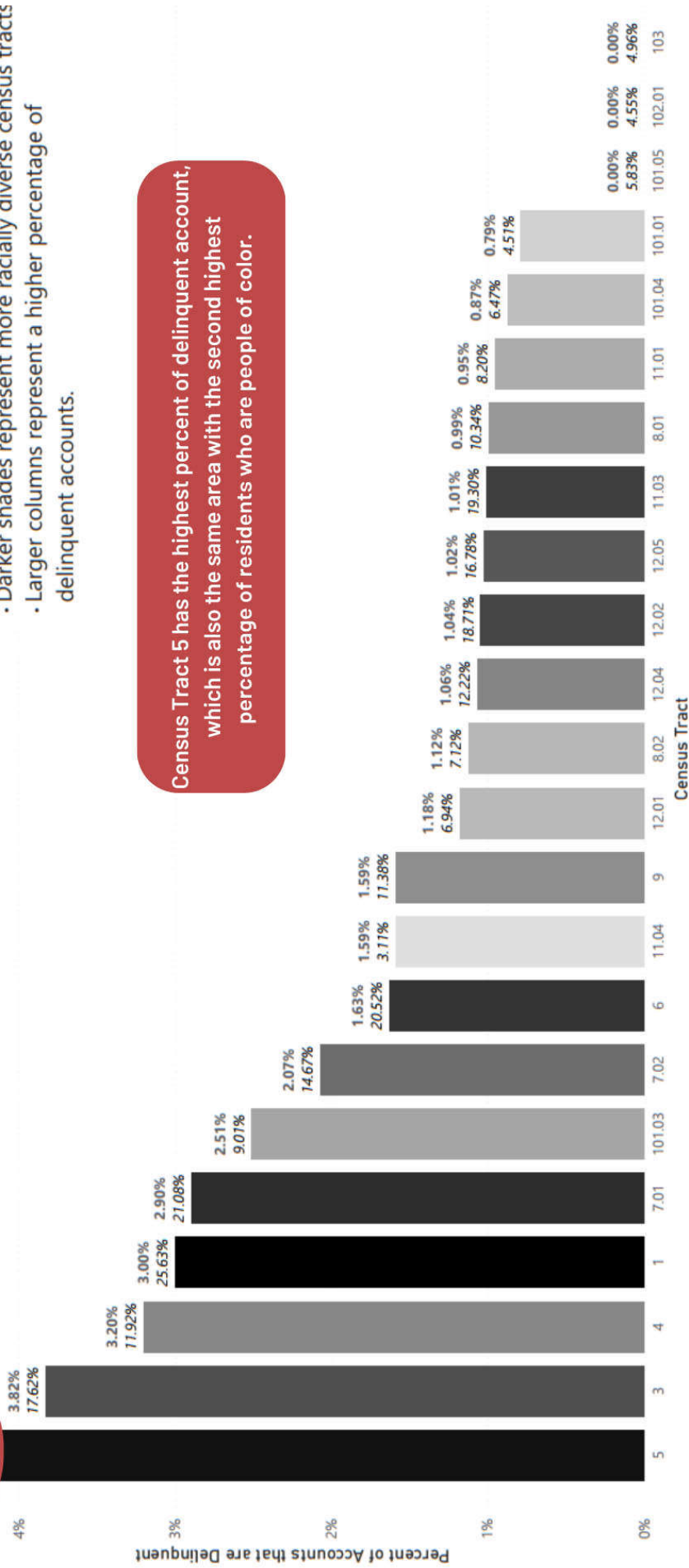
Delinquency Rates by Census Tract and Racial Diversity

Percent Hispanic, Latino or Not White Alone 0.00% 25.63%

4.20%
23.70%

- **Bold labels show the percent of delinquent accounts**
- *Italicized labels show the percentage of the population who are either Hispanic or Latino, or are not White Alone*
- Darker shades represent more racially diverse census tracts
- Larger columns represent a higher percentage of delinquent accounts.

Census Tract 5 has the highest percent of delinquent account, which is also the same area with the second highest percentage of residents who are people of color.



Community Impact Service Program



Community Impact Service Program

WHAT

The Community Impact Service Program allows residents to **reduce their late/delinquent City-assessed fines and fees with community service & personal/professional development opportunities!**

WHO

Residents who are experiencing Financial Hardships and have **late/delinquent city-assessed fines and fees.**

Primary Account Holder and their Households.

HOW

VolunteerDBQ Website

Connect Residents to our Service Opportunities with the Dubuque Communities, City Organization & Local Non Profits.
Capacity to track hours.

Community Service Hour Value = \$28.88/hour
(Independent Sector, National Research Based Organization)

Service Hours = Total Utility Bill / \$28.88
Required: 2 hrs/Week

Program will make payments to residents Utility Billing Account. **Residents will not be given ANY money.**

We help enroll into Current Utility Billing Financial Assistance Programs & additional City Financial Assistance Programming.

Program Budget: \$9,000

WHY?

Create a Culture within Neighborhood, where Service is Valued.

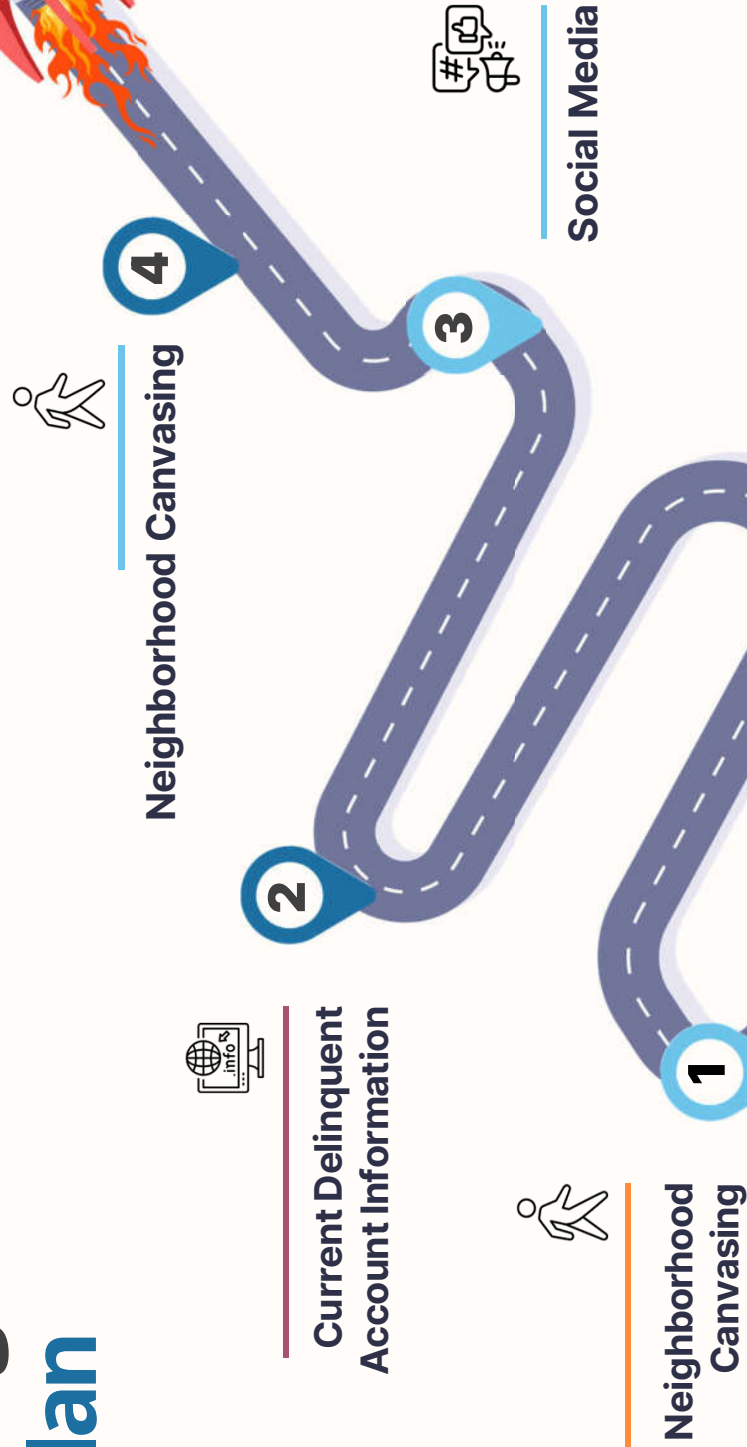
- Alleviate financial burdens for community members experiencing financial hardships
- Ensure our residents have access to an essential need: Water
- Provide opportunities for residents for upward mobility
- Empower our residents to build skills and expand their networks
- Connecting residents with opportunities & resources

WHEN

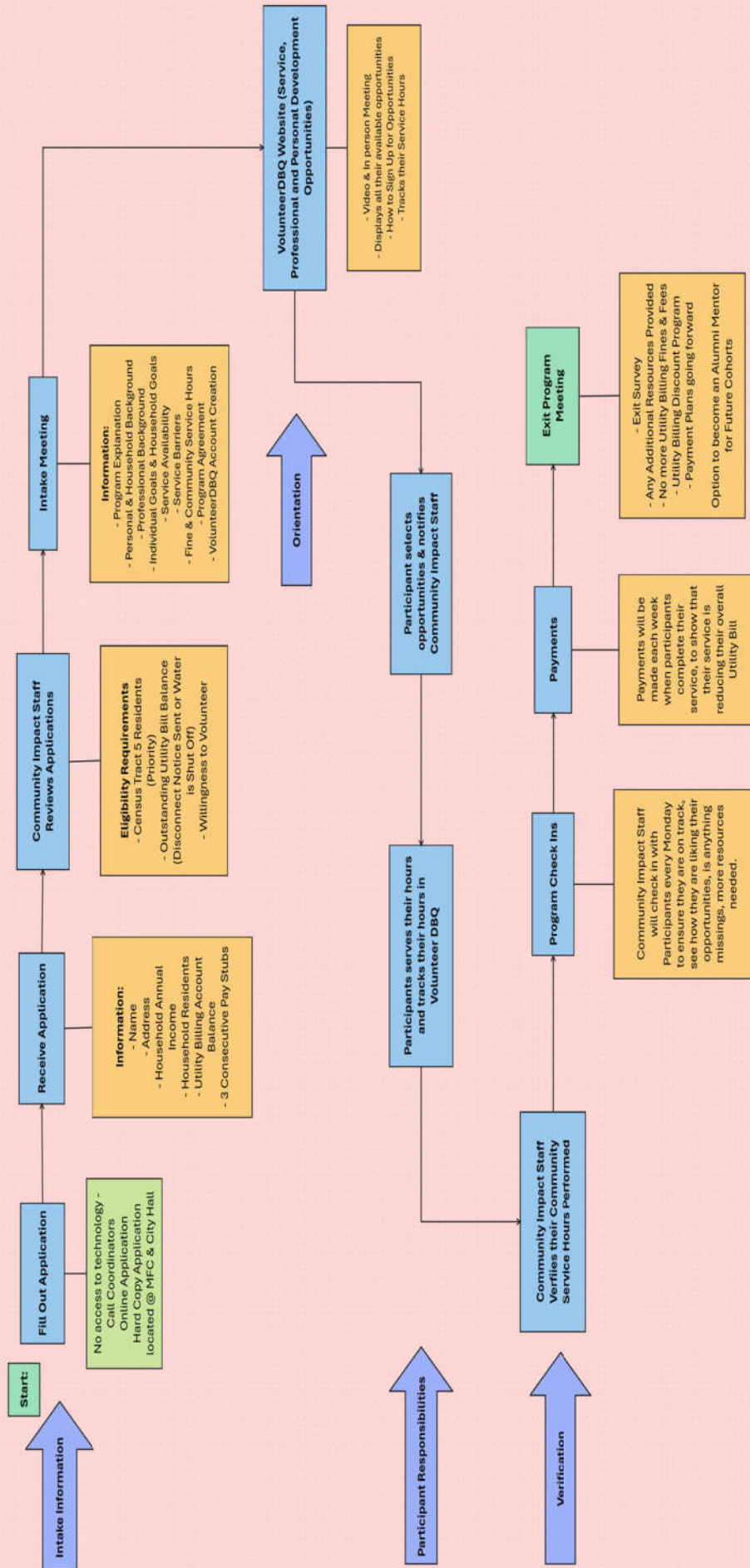
January 1st, 2025
'New Year, New Me!'

Program length varies per Utility Billing Balance. However, shall not exceed more than 6 months.

Program Outreach Plan



Community Impact Service Program



City of Dubuque Opportunities

- DBQ Shovel Crew
- Litter Clean Up
- Tree Planting
- City Life
- Community feedback/public input



Community Service Projects

- Service Days
- Neighborhood/Community Service Projects
- Neighborhood Associations
- Local Non Profits

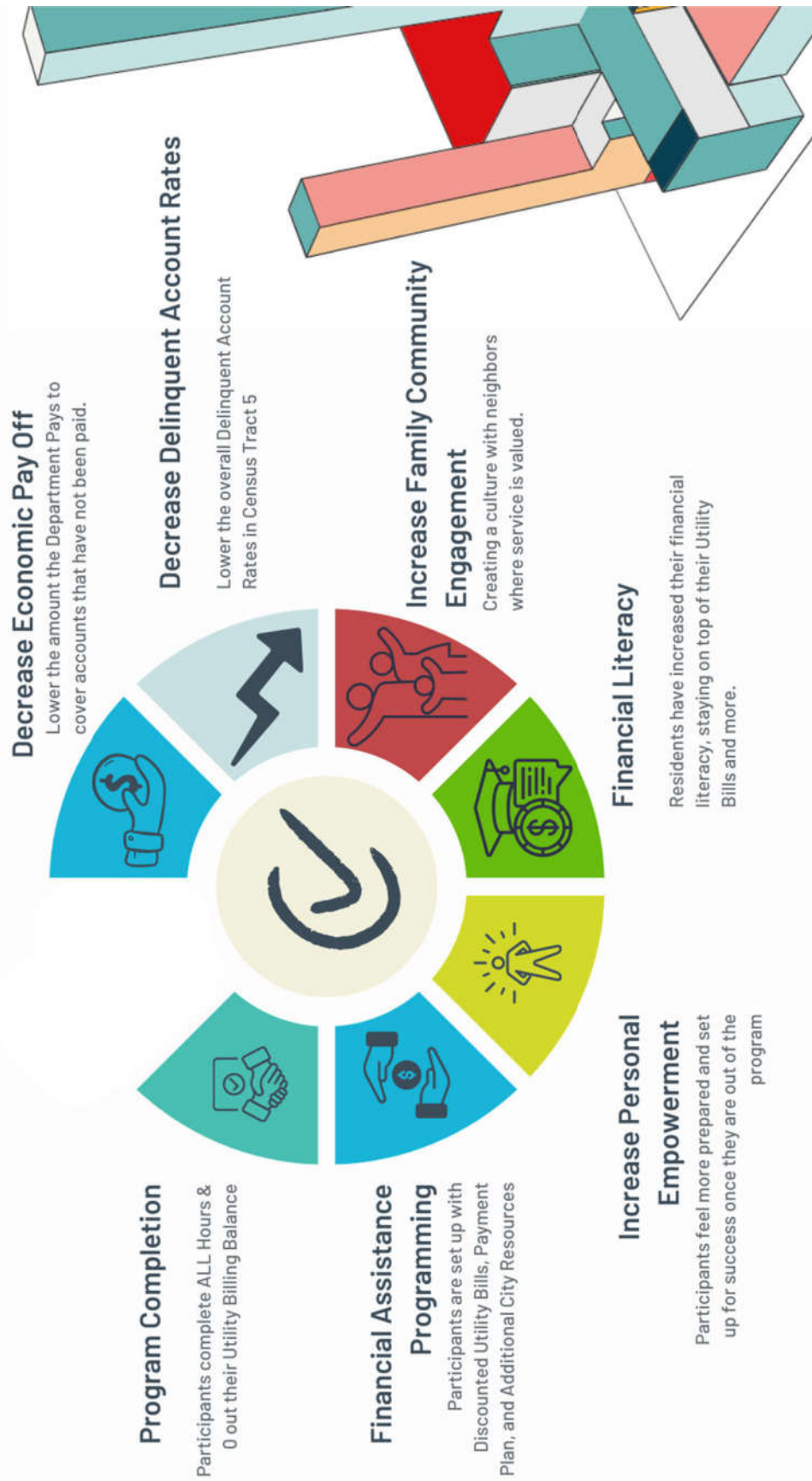


Personal/Professional Development Opportunities

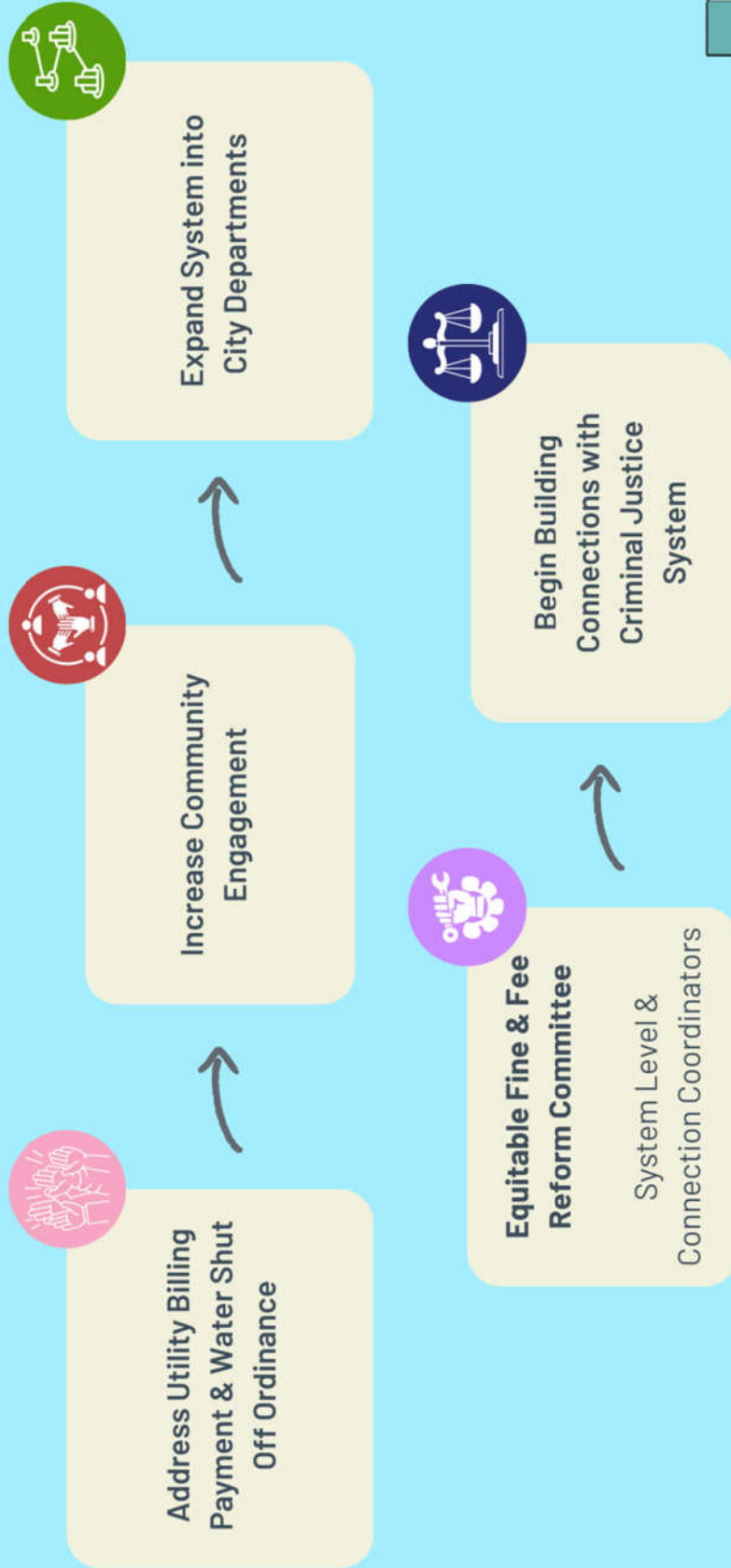
- Education Opportunities
- Human Services
- Financial Literacy
- Workforce Skills
- Organizational Skills



PROGRAM SUCCESS



WHERE DO WE GO FROM HERE?





Aquin Ave

Jackson St

32nd Street

North End
Neighborhood Trail

E 30th St

E 29th St

White St

E 28th St

Elm St

Pinard St.

E 27th St

Elm Street

E 26th St

E 25th St

E 24th Street

Windsor Ave

E 22nd Street

Stafford Street

Pete's Thai Kitchen

Windsor Ave

Rhomberg A

E 21st St

E 20th St

E 19th St

E 18th St

Eagle Country Mar

Garfield Ave

Train Tracks

W 17th Street

Census Tract 5 Map

Community Impact Service Program

What is it?

Welcome to the Community Impact Service Program! If you have faced financial challenges that have led to Utility late fees, water shut offs, or other penalties, this program offers a helpful way to get back on track. Instead of just paying fines, you can contribute to your community through various service opportunities within your community, the city organization, and local nonprofits.

By participating, you can reduce your fines while making a positive impact in our city. Plus, the program is designed to support families experiencing poverty by offering equitable and accessible personal empowerment skills to help improve your situation. It's all about working together to create a stronger, more supportive community for everyone!

Who is it for?

- City of Dubuque Residents
- Outstanding Utility Billing Balance
 - Must have an outstanding water fines or balance with the City of Dubuque.
- Government Assistance Program
 - May be enrolled in or eligible for a government assistance program (e.g., SNAP, Medicaid).
- Resident Willingness to Volunteer

How Do I Apply?

1. *Complete the Application* – Fill out the application form available online at (Link) or pick up from the Multicultural Family Center, 1157 Central Ave, Dubuque IA
2. *Gather Documentation* – Collect all required documents
 - a. Program Application
 - b. Proof of Dubuque Residency
 - c. Last Water Bill Statement
 - d. Last 3 current pay stubs
 - e. Any current Government Assistance Programming Paperwork
3. *Submit Your Application* – Submit your completed application and documentation at the Multicultural Family Center or email to communityimpact@cityofdubuque.org



Income Verification Report

NAME _____ DATE _____ EMAIL _____
STREET ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____ PHONE # _____

Income Guidelines Eligibility Requirements

Household Size	1	2	3	4	5	6	7	8
Income Limit	\$34,650	\$40,750	\$45,850	\$50,900	\$55,000	\$59,050	\$63,150	\$67,200

☐☐☐☐☐☐☐☐

1. Please check ONE box above, that correctly corresponds with your Household Size & Income Limit.

2. Including yourself, how many RELATED people are living in your household?

	Name	Relationship	Date of Birth	Gender	Race	Ethnicity
1.		Self/Listed Above				
2.						
3.						
4.						
5.						
6.						
7.						
8.						

3. Is participant from a home where there is a single female head of household? ☐ Yes ☐ No

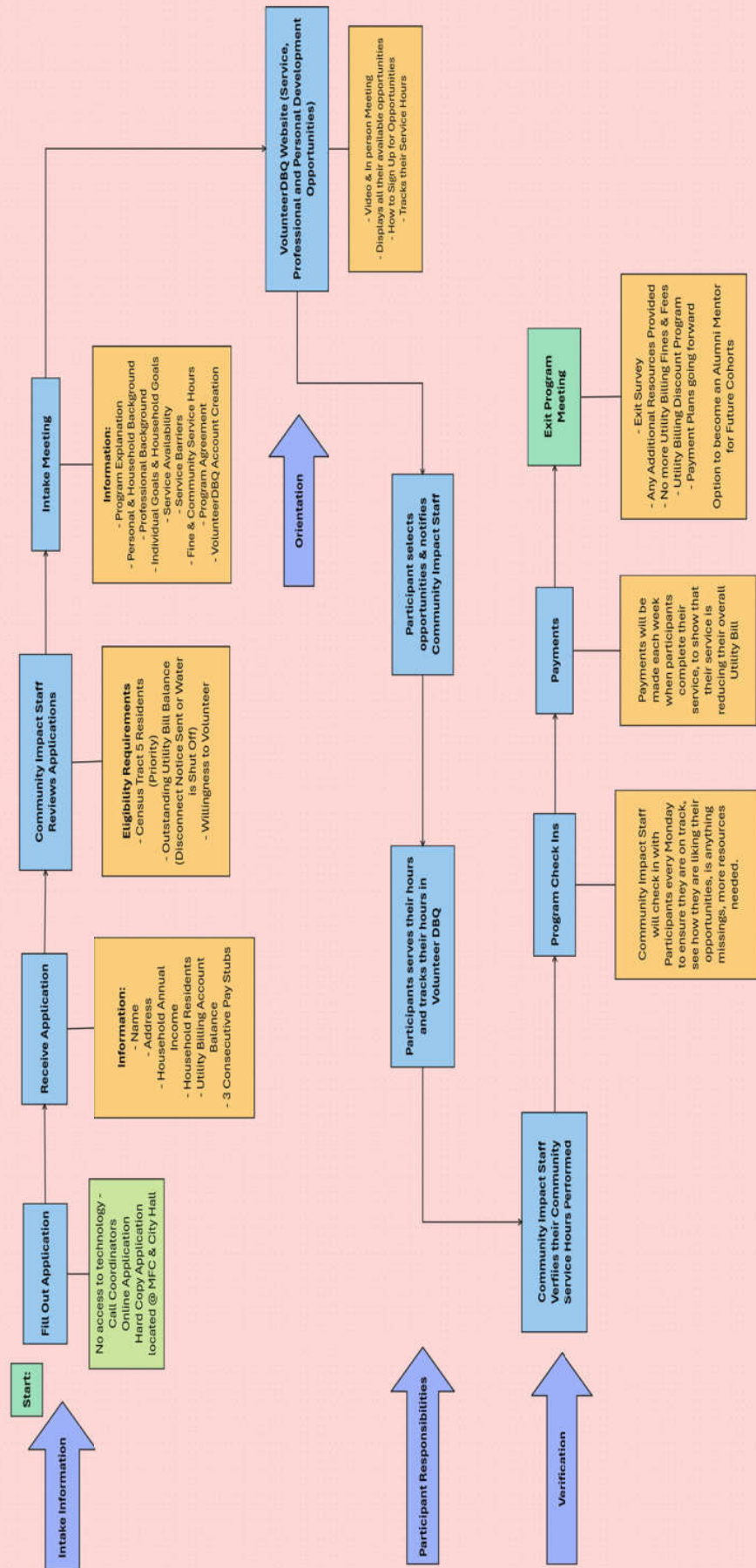
4. Is participant apart of the Utility Billing Discount Program and/or Payment Plan?

☐ Utility Billing Discount Program ☐ Utility Billing Payment Plan ☐ None

5. Is participant enrolled in any government financial assistance programs (SNAP, Medicaid)?

Please list which ones: _____

Community Impact Service Program



**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE: The 35th Anniversary Of The Dubuque Branch Of The NAACP (2024)

SUMMARY: On behalf of the Dubuque Branch of the NAACP.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. 24_11_18 NAACP 35 anniversary Proclamation



PROCLAMATION

WHEREAS, the National Association for the Advancement of Colored People (NAACP) was established in the United States in 1909; and

WHEREAS, the NAACP's early work focused on anti-lynching campaigns and fighting other injustices, such as discrimination in employment, voting rights, and segregated public facilities; and

WHEREAS, the work in pursuit of social justice is ongoing; and

WHEREAS, a group of Dubuque residents sought to establish a branch of the NAACP in Dubuque in response to events in the late 1980's; and

WHEREAS, the NAACP Dubuque Branch, established in 1989, celebrates its 35th anniversary this year, continuing its commitment to justice in the areas of education, economic stability, voting rights, health, and criminal justice; and

WHEREAS, this branch remains active in pursuit of such goals.

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 RECOGNIZE

THE 35TH ANNIVERSARY OF THE DUBUQUE BRANCH OF THE NAACP

IN THE CITY OF DUBUQUE, IOWA, AND CALL UPON THE RESIDENTS OF DUBUQUE TO FURTHER AFFIRM THE ONGOING WORK OF THIS ORGANIZATION.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 18th day of November, 2024

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2024: Submitted by RRS Stewart.

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE: Small Business Saturday (November 30, 2024)
SUMMARY: On behalf of the Small Business Saturday Coalition and the Dubuque Area Chamber of Commerce.
SUGGESTED DISPOSITION:

ATTACHMENTS:
1. Proclamation



PROCLAMATION

WHEREAS, the government of Dubuque, Iowa, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 34.7 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States; and

WHEREAS, 68 cents of every dollar spent at a small business in the U.S. stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

WHEREAS, 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday 2023; and

WHEREAS, Dubuque, Iowa supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

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 30TH OF NOVEMBER 2024 AS

“Small Business Saturday”

IN THE CITY OF DUBUQUE, IOWA AND URGE THE RESIDENTS OF OUR COMMUNITY, AND COMMUNITIES ACROSS THE COUNTRY, TO SUPPORT SMALL BUSINESSES AND MERCHANTS ON SMALL BUSINESS SATURDAY – CELEBRATING ITS 15TH YEAR IN 2024 – AND SHOP SMALL THROUGHOUT THE YEAR.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 7th day of November 2022.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

2024: Submitted by Pam Woo, Small Business Saturday Coalition, Women Impacting Public Policy (WIPP), and accepted by a representative of the Dubuque Area Chamber of Commerce.

2022: Submitted by Pam Woo, Small Business Saturday Coalition, Women Impacting Public Policy (WIPP), PO Box 31279, San Francisco, CA 94131, Phone: (415) 434-4314; Fax: (415) 434-4331, pwoo@wipp.org; www.WIPP.org and accepted by a representative of the Dubuque Area Chamber of Commerce.

2021: Submitted by Pam Woo, Small Business Saturday Coalition, Women Impacting Public Policy (WIPP), PO Box 31279, San Francisco, CA 94131, Phone: (415) 434-4314; Fax: (415) 434-4331, pwoo@wipp.org; www.WIPP.org and accepted locally by Dan Sullivan of Dubuque Area Chamber of Commerce. Original to Chamber, electronic copy to Ms. Woo.

2020: 2 Originals. Submitted by Pam Woo, Small Business Saturday Coalition, Women Impacting Public Policy (WIPP), PO Box 31279, San Francisco, CA 94131, Phone: (415) 434-4314; Fax: (415) 434-4331, pwoo@wipp.org; www.WIPP.org and accepted locally by a representative of Dubuque Area Chamber of Commerce. One original to Chamber, one to Ms. Woo.

2019: **2 Originals**. Submitted by Pam Woo, Small Business Saturday Coalition, Senior Director of Finance and Operations, Women Impacting Public Policy (WIPP), PO Box 31279, San Francisco, CA 94133, Phone: (415) 434-4314; Fax: (415) 434-4331, pwoo@wipp.org; www.WIPP.org and accepted locally by a representative of Dubuque Area Chamber of Commerce.. One original to Chamber, one to Ms. Woo.

2018: 2 Originals - Submitted by Pam Woo, Small Business Saturday Coalition, Senior Director of Finance and Operations, Women Impacting Public Policy (WIPP), PO Box 31279, San Francisco, CA 94133, Phone: (415) 434-4314; Fax: (415) 434-4331, pwoo@wipp.org; www.WIPP.org and accepted locally by a representative of Dubuque Area Chamber of Commerce.. One original to Chamber, one to Ms. Woo.

2017: Submitted by Mayor Buol and accepted locally by Molly Grover or representative of Dubuque Area Chamber of Commerce. Also submitted for signature only by Pam Woo, and a 2nd original sent to her c/o Small Business Saturday Coalition, Senior Director of Finance and Operations, Women Impacting Public Policy (WIPP), PO Box 31279, San Francisco, CA 94133, Phone: (415) 434-4314; Fax: (415) 434-4331, pwoo@wipp.org; www.WIPP.org.

2016: Submitted by Mayor Buol and accepted locally by Molly Grover of Dubuque Area Chamber of Commerce. Also submitted for signature only by Pam Woo, and a 2nd original sent to her c/o Small Business Saturday Coalition, Senior Director of Finance and Operations, Women Impacting Public Policy (WIPP), PO Box 31279, San Francisco, CA 94133, Phone: (415) 434-4314; Fax: (415) 434-4331, pwoo@wipp.org; www.WIPP.org.

2015: Submitted for signature only by Pam Woo, Small Business Saturday Coalition, Senior Director of Finance and Operations, Women Impacting Public Policy (WIPP), 1714 Stockton St, Suite 200, San Francisco, CA 94133, Phone: (415) 434-4314; Fax: (415) 434-4331, pwoo@wipp.org; www.WIPP.org.

2014: Submitted for signature only by Pam Woo, Small Business Saturday Coalition, Senior Director of Finance and Operations, Women Impacting Public Policy (WIPP), 1714 Stockton St, Suite 200, San Francisco, CA 94133, Phone: (415) 434-4314 — Fax: (415) 434-4331, pwoo@wipp.org — www.WIPP.org. Sent via e-mail per Mayor Buol.

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of September 30, October 7, October 21, and November 4, 2024; Equity and Human Rights Commission of October 8, 2024; Proof of Publication for City Council Proceedings of October 21, 2024.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 9 30 24 City Council Proceedings
2. 10 7 24 City Council Proceedings
3. 10 21 24 City Council Proceedings
4. 11 4 24 City Council Proceedings
5. Equity and Human Rights Commission Minutes
6. Proof_10.21.24 City Council Proceedings

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

The Dubuque City Council met in special session at 6:30 p.m. on September 30, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Central Avenue and White Street Corridor Traffic Study.

**WORK SESSION
Central Avenue and White Street Corridor Traffic Study**

Traffic Engineer Justine Hull introduced Bolton and Menk Senior Traffic Engineer Jennifer McCoy and Urban Planner Andrew Dresdner, who presented on the progress of the Central Avenue and White Street Corridor Traffic Study and outlined four potential scenarios for traffic routing. The consultants addressed a range of questions from the City Council, covering topics such as interpreting conflict points, congestion level timeframes, state design standard requirements, connectivity, and the city's input on scenarios. In response to questions, City Manager Van Milligen noted that the 14th Street overpass, officially named the Building Bridges to Employment and Equity (B2E2) Project, is projected for completion in 2030. He also mentioned that he advised the consultants not to request any decisions from the City Council tonight, given that it was the first time the information was being presented and the session was meant for discussion. Van Milligen indicated that the timeline for implementing any updates to traffic routing is contingent on the funding source, pointing out that any major changes will likely result in a projected completion date of 2030. In response to a question about why costs were not included with each scenario, the consultants explained that they deliberately chose not to present cost information at this point in the study to focus on guiding principles. If the traffic routing scenarios are narrowed down to two options, they will be able to share cost details at their next presentation to the City Council on November 18th, 2024. The City Council offered feedback on several topics, including gathering public input from various stakeholders, enhancing connectivity to key locations and routes, addressing parking concerns, and determining how to achieve the desired vehicle speeds.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:49 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in special session at 5:30 p.m. on October 7, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Smart Parking Mobility Management Plan.

**WORK SESSION
Smart Parking Mobility Management Plan**

Director of Transportation Services Ryan Knuckey introduced Kevin White from Walker Consulting, who together presented the progress of the Smart Parking Mobility Management Plan. White responded to City Council's questions on transaction fees, strategies for the system to financially sustain itself, and registration options for parking ramps. In response to a question about data retention timeframes for license plates, White explained that the Information Technology (IT) department had consulted with vendors to ensure Payment Card Industry (PCI) compliance. Collaboration will occur with the City Attorney's Office to establish appropriate retention periods. He also noted that users could opt not to store their license plate information in the system. Addressing inquiries about potential updates to city code, White and Knuckey indicated that changes to on-street parking locations and certain rate adjustments would be necessary. Once the contract with the chosen vendor for ramp parking technology is finalized, staff will proceed with the relevant code updates. City Council members voiced their support for the variety of payment options available for parking meters and ramps, as well as the use of data to guide informed decision-making.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:25 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on October 7, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

ICMA YSEALI Fellow Introduction: Assistant City Manager Cori Burbach introduced International City/County Management Association (ICMA) Young Southeast Asian Leaders Initiative (YSEALI) Fellow May Hadee, who provided a summary of her time in Dubuque.

PROCLAMATIONS

1. Domestic Violence Awareness Month (October 2024) was accepted by Angela Heister on behalf of Waypoint Services.
2. Arts and Humanities Month (October 2024) was accepted by Arts and Cultural Affairs Manager Bonnie Spurling on behalf of the Arts and Cultural Affairs Division.
3. Community Planning Month (October 2024) was accepted by the Planning Services Department.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: Airport Commission of August 27, 2024; Arts and Cultural Affairs Advisory Commission Minutes of July 23, 2024 and Report of August 27, 2024; City Council Proceedings of September 16, 2024; Historic Preservation Commission of August 15, 2024; Long Range Planning Advisory Commission of July 17, 2024; Zoning Advisory Commission of September 4, 2024; Zoning Board of Adjustment of August 22, 2024; Proof of Publication for City Council Proceedings of August 19, August 20, August 21, August 21, and September 3, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Kira Kieffer and John Liphardt for vehicle damage; Jacob Ludwig for vehicle damage; Dennis Thein 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: Kira

Kieffer and John Liphardt for vehicle damage; Jacob Ludwing for vehicle damage; Dennis Thein for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approving Expenditures: Upon motion the documents were received and filed, and Resolution No. 304-24 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. North Grandview Avenue Pavement Rehabilitation Project - PROJECT 5521000018: Upon motion the documents were received and filed, and Resolution No. 305-24 Accepting the North Grandview Avenue Pavement Rehabilitation Project and authorizing final payment to the contractor was adopted.

6. Acceptance of Grants of Easement for Access and Maintenance as Part of the 2024 SRF Green Alley Project: Upon motion the documents were received and filed, and Resolution No. 306-24 Accepting Grants of Easement for Access and Maintenance Associated with the 2024 SRF Green Alley Project, in the City of Dubuque, Iowa was adopted.

7. 2024 Boating Infrastructure Tier 1 Grant - Dredge Dubuque Marina: Approve Iowa Department of Natural Resources Subrecipient Grant Agreement: Iowa DNR Agreement No. 25CRDFBGSCO-0001: USFWS Agreement No. F24AP01981: Upon motion the documents were received and filed, and Resolution No. 307-24 Approving a 2024 Boating Infrastructure Tier 1 Grant Subrecipient Agreement (Agreement No. 25CRDFBGSCO-0001) with the Iowa Department of Natural Resources to assist with maintenance dredging at Dubuque Marina was adopted.

8. 15th Street Railroad At-Grade Crossing Closure: CPKC Railroad Roadway At- Grade Crossing Closure Agreement: State of Iowa Section 130 Crossing Closure Incentive Agreement: City Manager provided information to City Council on the executed agreements with both the Canadian Pacific Kansas City (CPKC) Limited Railroad and Iowa Department of Transportation (Iowa DOT) for the permanent closure of the 15th Street Railroad At-Grade Crossing. Upon motion the documents were received and filed.

9. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Eastern Iowa Excavating and Concrete, LLC for the Keymont Drive Pavement Rehabilitation Project. Upon motion the documents were received, filed, and approved.

10. Pre-annexation Agreement – 10675 Key West Dr., David Herbst: Upon motion the documents were received and filed, and Resolution No. 308-24 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and David Herbst was adopted.

11. Pre-annexation Agreement – 10270 Key West Dr., St. Joseph's Church: Upon motion the documents were received and filed, and Resolution No. 309-24 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and St. Joseph's Church, Key West & St. Josephs Church Corp (Key West) was adopted.

12. Approving the Assignment and Assumption of the Lease Agreement by and among the City of Dubuque, Iowa, David S. Hartig Jr., and Rabbit Hollow Nature Conservancy Inc.: Upon motion the documents were received and filed, and Resolution No. 310-24 Approving the Assignment and Assumption of the Lease Agreement by and among the City of Dubuque, Iowa, David S. Hartig Jr., and Rabbit Hollow Nature Conservancy Inc. 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 Wethal. Motion carried 7-0.

1. Proceedings to Set Public Hearing on October 21, 2024, for the Issuance of Not to Exceed \$27,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I: Upon motion the documents were received and filed and Resolution No. 311-24 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 \$27,000,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 21, 2024 in the Historic Federal Building.

2. Equity and Human Rights Commission Request for Commissioner Removal Equity and Human Rights Commission requesting City Council schedule a public hearing to consider the removal of Commissioner Enoc Sanchez from the Commission for noncompliance with the attendance requirement of the City Code of Ordinances. Upon motion the documents were received and filed and Resolution No. 312-24 Setting a public hearing on the intent to consider the removal of a commissioner from the Equity and Human Rights Commission was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 21, 2024 in the Historic Federal Building.

3. 2024 SRF Green Alley Project: Initiate Public Bidding Process and Set Date for Public Hearing - Project No: 5581500018, 4281000045, 5581500020: Upon motion the documents were received and filed and Resolution No. 313-24 Preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

4. 2024 SRF Green Alley Project Special Assessments - Project No: 5581500018, 4281000045, 5581500020: Upon motion the documents were received and filed and Resolution No. 314-24 Approving the preliminary plats, schedule of assessments and estimate of total cost for the 2024 SRF Green Alley Project; Resolution No. 315-24 Of necessity for the 2024 SRF Green Alley Project; and Resolution No. 316-24 Fixing date of public hearing on resolution of necessity were adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 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. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2027 (Vacant term of Hoffman). Applicant: Rachel Schmidt Boeke, 1241 Jackson St. Boeke spoke in support of their application.

2. Zoning Advisory Commission: One, 5-Year term through July 1, 2027 (Vacant term of Sempf). Applicant: Troy Froistad, 477 West 3rd St. City Clerk Breitfelder announced that Froistad submitted written input in support of their application.

Appointments were made to the following boards/commissions.

1. Civic Center Advisory Commission: One, 3-Year term through June 29, 2027 (Expired term of Jacobs). Applicant: Danielle Jacobs, 3130 Shiras Ave. Motion by Roussell to appoint Jacobs to the term. Seconded by Sprank. Motion carried 7-0.

2. Community Development Advisory Commission: One, 3-Year term through February 15, 2026 (Vacant At-Large term of Mozena); One, 3-Year term through February 15, 2027 (Vacant Low to Moderate Income Representative term of Woodyard). Applicants: Gabriel Mozena, 196 Bluff St. (Qualifies for Low to Moderate Income Representative and At-Large); Julie Woodyard, 1950 Coates St. (Qualifies for At-Large). Motion by Jones to appoint Woodyard to the At-Large term. Seconded by Wethal. Motion carried 7-0. Motion by Farber to appoint Mozena to the Low to Moderate Income Representative term. Seconded by Sprank. Motion carried 7-0.

PUBLIC HEARINGS

1. Iowa Amphitheater on Schmitt Island Project Bid Package No. 1 (Site Demolition & Mass Grading) Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 317-24 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 (Site Demolition & Mass Grading). Seconded by Sprank. Responding to a question from the City Council, City Manager Van Milligen stated that city staff will confirm the actual cost of the project once they receive bids. Civil Engineer Nathan Steffen explained the project estimates. Motion carried 7-0.

ACTION ITEMS

1. Off-Premises Sign Regulations: Motion by Roussell to receive and file the documents and refer to the City Council for discussion. Seconded by Sprank. Planning Services Director Wally Wernimont explained that the recent rezoning of the former Bridge restaurant, along with concerns raised by Washington St. residents, prompted staff to present options on off-premises sign regulations for City Council's consideration. Mr. Wernimont provided an overview of the history of the City's Unified Development Code (UDC), discussed the upcoming UDC revision process, and highlighted differences in sign regulations in other cities. City Council members expressed support for the ordinance imposing a temporary moratorium on new off-premises signs and initially proposed holding the first reading of the ordinance at this meeting, as it is a new proposal. Motion by Jones to receive and file the communications and approve first reading of a proposed ordinance Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 2 Building Construction, Demolition and Moving, Section 14-2-4 Moratorium for Construction or other work on certain streets, areas, or facilities by adding Section B Off Premises Sign Study Area. Seconded by Sprank. After discussion, the City Council concluded that allowing a two-week window for businesses to submit applications for new off-premises signs could lead to an increase in applications. The Council agreed that adopting the ordinance during this meeting would be the most effective way to prevent that. Motion withdrawn by Jones, who then motioned to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 58-24 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 2 Building Construction, Demolition and Moving, Section 14-2-4 Moratorium for Construction or other work on certain streets, areas, or facilities by adding Section B Off Premises Sign Study Area. Seconded by Sprank. Motion carried 7-0.

2. Request for Proposals (RFP) for Historic Millwork District Outdoor Community Space Engagement, Design, Construction Management: Motion by Roussell to receive and file the documents and approve the RFP for Historic Millwork District Outdoor Community Space Engagement, Design, and Construction Management, and then direct staff to post the RFP and initiate the consultant selection process. Seconded by Wethal. In response to a City Council question, Wernimont explained that the proposed cost covers hiring the contractor, conducting community engagement, and developing the concept plan. He also outlined the role of the steering committee and emphasized that the park will be accessible to the entire community. City Manager Van Milligen added that the cost includes constructing the new park, noting that the final cost will be determined after public engagement. Van Milligen also stated that it will be the City Council's decision on transitioning the current parking lot into a park. Motion carried 7-0.

3. Public Safety Software Recommendation: Motion by Wethal to receive and file the documents and approve entering into a contract with CentralSquare Technologies for public safety software for the City of Dubuque and its partner public safety agencies and give authorization to the Mayor to sign the contract. Seconded by Farber. In response to questions from the City Council, Police Chief Jeremy Jensen explained that the City's IT Department manages IT services for both the City Police Department and the Dubuque County Sheriff, and that the cost is comparable to the City's current software. Addressing a concern about some of the software developers being located overseas, City Attorney Brumwell noted that Chief Information Officer Chris Kohlmann and Senior Counsel Barry Lindahl reviewed the contract. While the City can suggest changes, they often must agree to the contract terms. The IT Department reviews the technical aspects, while the City Attorney's Office evaluates the legal components. City Council members expressed appreciation for the ongoing collaboration with Dubuque County and highlighted the importance of modernization. Motion carried 7-0.

4. Work Session Request: Automated License Plate Reader (ALPR) Update: Motion by Roussell to receive and file the documents and schedule the work session for October 21, 2024, at 5:30 p.m. Seconded by Resnick. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Wethal congratulated Mayor Cavanagh on his appointment as President of the Iowa League of Cities (ILC). Wethal also reported on her attendance at an ILC conference, touring the Dubuque Arboretum and Botanical Gardens, attending the Connecting Communities in Americas Conference, and the upcoming Twenty Dirty Hands Pottery Tour.

Council Member Farber reported on attending meetings related to her service on committees with the Federal Communications Commission (FCC) and National League of Cities (NLC).

Council Member Jones reported on attending Kwik Star's ribbon-cutting for their new location, the groundbreaking for Wanderwood Gardens, speaking with the Surveyors Historical Society during their visit to Dubuque, a tree planting memorial in honor of former Council Member Joyce Connors, touring the Field of Dreams with Travel Dubuque's Outreach Committee, the ribbon-cutting for the new playground at Lincoln Elementary School, the Denver Air Connection event at the Dubuque Regional Airport, and the Telegraph Herald's Salute to Women awards ceremony. Jones also mentioned the recent publication of Greater Dubuque Development Corporation's (GDDC) new relocation guide.

Council Member Sprank reported on also attending the tree planting memorial, recent meetings attended as part of serving on the Dubuque Racing Association (DRA) and GDDC boards, the Northend Neighborhood Association's annual yard sale, the Latinx Festival, and a Bluff Strokes event.

Council Member Roussell reported on a tree planting event at Four Mounds.

Mayor Cavanagh reported on attending a recent performance of the Dubuque Symphony and the Denver Air Connection event. Cavanagh also expressed that he was honored to be elected as ILC President.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:57 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:54 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:54 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in special session at 5:30 p.m. on October 21, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting work sessions to receive updates on the Automated License Plate Reader system and Greater Dubuque Development Corporation.

WORK SESSIONS

Automated License Plate Reader Update

Police Captain Marty Steil provided an update on the Automated License Plate Reader (ALPR) system. In response to questions from the City Council, Steil explained that the city only grants access to authorized public sector personnel. Since the program is still new, there is no data on false positives; however, city staff manually verify system information before taking any action. Responding to a question, Police Chief Jeremy Jensen stated that the National Crime Information Center (NCIC) is the sole federal requirement for tracking warrants.

This work session concluded at 5:56 p.m.

Greater Dubuque Development Corporation Quarterly Update

President and CEO Rick Dickinson presented a quarterly update on Greater Dubuque Development Corporation (GDDC). City Council Members praised GDDC for its efforts in job placement assistance, its relocation guide, and for celebrating its 40th anniversary.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:23 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 October 21, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

City Clerk Breitfelder announced that Action Item No. 1 had been moved as the first order of business.

ACTION ITEM

1. Photo for National League of Cities Centennial: Motion by Roussell to receive and file the documents and take the photo. Seconded by Farber. City Council, City staff, and members of the public gathered for a group photo to commemorate Dubuque being selected as one of the National League of Cities' (NLC) digital stops on their roadshow celebrating the organization's centennial milestone. Motion carried 7-0.

PRESENTATIONS

1. City-County Communications & Marketing Association (3CMA) 2024 Savvy Awards Recognition: Public Information Officer Randy Gehl presented on the Public Information Office receiving two national awards from the City-County Communications & Marketing Association (3CMA): Savvy Awards in the categories of Interview/Talk Show/News Programming and Communications and/or Marketing Plans.

2. 2024 University of Dubuque Alumni Award Recognition: Police Chief Jeremy Jensen was recognized by University of Dubuque President Travis Frampton for receiving the 2024 University of Dubuque Alumni Award.

3. Public Safety Citizen Lifesaving Award Recognition: Fire Chief Amy Scheller presented on the recently awarded Public Safety Citizen Lifesaving Award.

4. Grand River Center Award and Certification Recognition: Leisure Services Director Marie Ware recognized the Grand River Center and OVG staff for receiving the 2024 Northstar Stella Award and the KultureCity Certification. General Manager Ryan Bonifas spoke on behalf of Grand River Center staff.

PROCLAMATIONS

1. Veterans of Foreign Wars 125th Birthday (September 29, 2024) was accepted by Post 508 Commander Wayne Brown on behalf of the Dubuque Veterans of Foreign Wars Leo A. Schwind – Gerald F. Winter Post 508.

2. National Lead Poisoning Prevention Week (October 20-26, 2024) was accepted by Lead and Healthy Homes Grants Program Manager Christina Schneider and Lead and Healthy Homes Inspector and Kelly Davis on behalf of the Health Services Department and Housing and Community Development Department.

3. Lights On Afterschool Week (October 21-27, 2024) was accepted by Beth McGorry on behalf of St. Mark Youth Enrichment.

4. Dubuque Climate Action Day (October 24, 2024) was accepted by Green Iowa AmeriCorps Member Melia Stackis on behalf of Sustainable Dubuque.

5. Trick or Treat Night (October 31, 2024) was accepted by Scout Ben Valentine on behalf of the City of Dubuque.

6. Extra Mile Day (November 1, 2024) was accepted by Community Service and Outreach Coordinator Brittney Hayes on behalf of Extra Mile America and the Office of Community Impact.

CONSENT ITEMS

Mayor Cavanagh requested Item No. 4 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except Item No. 4. Seconded by Jones. Motion carried 7-0.

1. Minutes and Reports Submitted: Civil Service Commission of October 2, 2024; Equity and Human Rights Commission of August 13, 2024; Library Board of Trustess Updates of August 22 and September 26, 2024; Resilient Community Advisory Commission of September 5, 2024; Proof of Publication for City Council Proceedings of September 16, 2024. Upon motion the documents were received and filed.

2. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 318-24 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.

3. November/December 2024 City News Newsletter: Upon motion the documents were received and filed.

4. Sustainable Dubuque Community Grant Award Recommendation: Motion by Jones to receive and file the documents and approve. Seconded by Farber. Point of Order by Cavanagh that the agenda item contained resolutions. Motion amended by Jones, seconded by Farber, to receive and file the documents and adopt the resolutions. Mayor Cavanagh stated that it was difficult to identify a clear connection between the Clarity Clinic Pregnancy Center and the city's Climate Action Plan. He recommended not adopting the resolution awarding funds to the center but adopting the others. City Council members discussed the need for clarification from the Resilient Community Advisory Commission regarding how the center aligns with the plan. Motion amended by Jones to receive and file the documents and adopt the resolutions, excluding the one awarding the Sustainable Dubuque Grant to Clarity Clinic Pregnancy Center. Seconded by Farber. Motion carried 7-0, therefore adopting Resolution No. 319-24 Awarding Sustainable Dubuque Grant To Dubuque Arboretum & Botanical Gardens; Resolution No. 320-24 Awarding Sustainable Dubuque Grant To City Girl Farming; Resolution No. 322-24 Awarding Sustainable Dubuque Grant To Convivium Urban Farmstead; Resolution No. 323-24 Awarding Sustainable Dubuque Grant To PALS: People Associated With Lincoln School; and Resolution No. 324-24 Awarding Sustainable Dubuque Grant To Dubuque Rescue Mission Garden.

5. Acceptance of a Grant of Permanent Embankment Easement over Stephen C. Johnson Living Trust Dated July 28th, 2023 Property at 2091 Harpy Eagle Court, Dubuque, Iowa: Upon motion the documents were received and filed, and Resolution No. 325-24 Accepting a Grant of Permanent Embankment Easement Through, Over and Across Part of Lot 6 of Block 3 of Eagle Valley Subdivision, in the City of Dubuque, Iowa was adopted.

6. SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for DMATS Area Funding Agreement for Services Between The City of Dubuque and The East Central Intergovernmental Association (ECIA): Upon motion the documents were received and filed, and Resolution No. 326-24 Authorizing The Mayor To Execute A Grant Funding Agreement For Services Between The City Of Dubuque And The East Central Intergovernmental Association (ECIA) In Connection With The SMART Grant – Metro Dubuque Traffic Data Aggregation For Connected Vehicles Project For The DMATS Area was adopted.

7. Bee Branch Stormwater Pumping Station – Phase IV of the Bee Branch Watershed Flood Mitigation Project (Project #5586500007) FEMA PDM Grant Agreement LPDM-PJ-07-IA-2024-001: Upon motion the documents were received and filed, and Resolution No. 327-24 Approving Subaward Agreement (Agreement No. LPDM-PJ-07-IA- 2024-001) With The Iowa Department Of Homeland Security And Emergency Management And The Federal Emergency Management Agency To Assist With Bee Branch Stormwater Pumping Station – Phase IV Of The Bee Branch Watershed Flood Mitigation Project was adopted.

8. Approval of Plat of Survey of Lot 186A Finley's Addition in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light Company): Upon motion the documents were received and filed, and Resolution No. 328-24 Approving Plat Of Proposed Vacated Alley Between The West Line Of Finley Street And The East Line Of Bunker Hill Road, In Finley's Addition To The City Of Dubuque, In The City Of Dubuque, Iowa, To Be Known As Lot 186a Finley's Addition In The City Of Dubuque, Iowa was adopted.

9. Preliminary Plat of Miller North Cascade Subdivision: Upon motion the documents were received, filed, and approved.

10. Plat of Survey of Middle Fork Second Addition: Upon motion the documents were received and filed, and Resolution No. 329-24 Approving The Final Plat Of Middle Fork Second Addition, In The City Of Dubuque, Iowa was adopted.

11. Community Development Block Grant (CDBG) Subrecipient Agreement - Area Residential Care: Upon motion the documents were received and filed, and Resolution No. 330-24 Authorizing Execution Of CDBG Subrecipient Agreement With Area Residential Care was adopted.

12. Community Development Block Grant 50th Anniversary Certificate of Appreciation: Upon motion the documents were received and filed.

13. FY'24 – FY'26 Audit Services Request for Proposal (RFP): Upon motion the documents were received, filed, and approved.

14. Collateral Assignment of Development Agreement By and Between the City of Dubuque and Metx, LLC: Upon motion the documents were received and filed, and Resolution No. 331-24 Approving City Consent To Collateral Assignment Of Development Agreement By And Between The City Of Dubuque, Iowa And Metx, LLC From Metx, LLC To Bankers Trust Company was adopted.

15. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Valentine Construction Co. for the Bunker Hill Golf Course Sinkhole Remediation Project; Peerless Well & Pump for the 2024 Well No. 7 Rehabilitation Project Phase 2. Upon motion the documents were received, filed, and approved.

16. Civil Service Certified List - Police Officer: Civil Service Commission submitted the certified list for the position of Police Officer. Upon motion the documents were received, filed, and made a Matter of Record.

17. FY24 Justice Assistance Grant (JAG) Application: City Manager recommended City Council approval to apply for the FY24 Justice Assistance Grant (JAG), complete the award documents, and submission by the Police Department. Upon motion the documents were received, filed, and approved.

18. Acceptance of the FY24 Law Enforcement Mental Health and Wellness Act Grant Award: City Manager recommended City Council accept the FY24 Law Enforcement Mental Health and Wellness Act grant awarded to the City of Dubuque/Dubuque Police Department in the amount of \$118,062. Upon motion the documents were received, filed, and approved.

19. Tobacco Compliance Settlement Agreements: City Manager recommended City Council approval of the following Tobacco Compliance Settlement Agreements and authorize the mayor to sign the agreements: BP Fuel, 1450 Loras Blvd; Kwik Stop #325, 1210 East 16th Street; Kwik Stop #84, 2335 University Ave; Caseys, 4003 Peru Road; Pink Clouds Smoke Shop, 3301 Pennsylvania Ave; Moondog Music, 806 Wacker Dr; A&M Trading, 1620 JFK Rd; Hartig Drug, 2255 Central Ave; Botanicanna, 55 JFK Rd; EZ Stop II, 700 Rhomberg. Upon motion the documents were received, filed, and approved.

20. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 332-24 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.

ITEMS SET FOR PUBLIC HEARING

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

1. Setting a Public Hearing - Petition to Vacate the Alley Right of Way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light Company): Upon motion the documents were received and filed and Resolution No. 333-24 Intent To Vacate And Dispose Of The Alley Between The West Line Of Finley Street And The East Line Of Bunker Hill Road, In Finley's Addition To The City Of Dubuque, In The City Of Dubuque, Iowa, To Be Known As Lot 186a Finley's Addition In The City Of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

2. Kerper Boulevard Lift Station Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 334-24 Kerper Boulevard Lift Station Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And

Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

3. Broadway Sanitary Sewer Improvements Project - Initiate Public Bidding Process and Setting Date for a Public Hearing Project No. 5581500046: Upon motion the documents were received and filed and Resolution No. 335-24 Broadway Street Sanitary Sewer Improvement Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

4. Ruby Sutton Building 2nd Floor Renovation Project - Initiate Public Bidding: Upon motion the documents were received and filed and Resolution No. 336-24 Ruby Sutton Building 2nd Floor Renovation Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

5. Setting a Public Hearing to approve the Revised Administrative Plan for the Housing Choice Voucher Program: Upon motion the documents were received and filed and Resolution No. 337-24 Setting A Public Hearing To Review And Approve The Public Housing Authority's Administrative Plan was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

6. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC: Upon motion the documents were received and filed and Resolution No. 338-24 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Housing, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 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. Catfish Creek Watershed Management Authority: One, 4-Year term through July 16, 2028 (Vacant term of McGovern). Applicant: William H. Hendricks, 1801 S. Grandview.

2. Equity and Human Rights Commission: One, 3-Year term through January 1, 2026 (Vacant term of Sanchez). Applicants: Luselena Bravo, 781 Cottage Place; Traci Phillipson, 2120 Rhomberg Ave.

Appointments were made to the following boards/commissions.

1. Resilient Community Advisory Commission: Two, 3-Year terms through July 1, 2027 (Vacant terms of Hoffman and Connolly). Applicants: Nolan Bielinski, 654 Kane St. – Additional Applicant; Rachel Schmidt Boeke, 1241 Jackson St. Motion by Jones to appoint Bielinski and Schmidt Boeke to the terms. Seconded by Wethal. Motion carried 7-0.

2. Zoning Advisory Commission: One, 5-Year term through July 1, 2027 (Vacant term of Sempf). Applicant: Troy Froistad, 477 West 3rd St. Motion by Rousell to appoint Froistad to the term. Seconded by Sprank. Motion carried 7-0.

PUBLIC HEARINGS

1. Request to Rezone 1000 Cedar Cross Road: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Resnick. Planning Services Director Wally Wernimont provided a staff report. Applicant Samantha Wright, 1449 Miller Rd., spoke in favor of the request. In response to City Council's questions, Wernimont explained that comprehensive rezoning typically takes place during a Unified Development Code (UDC) update, which the City will be undergoing soon. Regarding a question on business licenses, he noted that while some cities require a general business license, implementing such a requirement in Dubuque would necessitate additional staff and funding. City Council members expressed support for the rezoning and emphasized the importance of educating businesses on the city's requirements. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 59-24 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 1000 Cedar Cross Road From CS Commercial Service And Wholesale District To C-3 General Commercial District. Seconded by Resnick. Motion carried 7-0.

2. Resolution Adopting the Proposed Amended and Restated Urban Renewal Plan for the North Cascade Road Housing Urban Renewal Area, Version 2024.1: Motion by Rousell to receive and file the documents and adopt Resolution No. 339-24 Approving The Amended And Restated Urban Renewal Plan For The North Cascade Road Housing Urban Renewal Area. Seconded by Wethal. Motion carried 7-0.

3. Proceedings to Hold Public Hearing on the Issuance of Not to Exceed \$27,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I: Motion by Sprank to receive and file the documents and adopt Resolution No. 340-24 Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement. Seconded by Farber. Motion carried 7-0.

ACTION ITEMS

2. Submission of Fiscal Year Ended June 30, 2023 Annual Comprehensive Financial Report (ACFR) and Results of the 2023 Financial Statement Audit, Including Required Communications: Motion by Rousell to receive and file the documents and listen to the presentation. Seconded by Wethal. Finance Manager Brian DeMoss presented on the Fiscal Year 2023 Annual Comprehensive Financial Report (ACFR) and Results of the 2023 Financial Statement Audit. City Council members commended City staff for their efforts on the audit and highlighted the portion of general fund expenditures dedicated to public safety. Motion carried 7-0.

3. Five Flags Civic Center FY 24 Annual Report Presentation: Motion by Resnick to receive and file the documents and listen to the presentation. Seconded by Wethal. Five Flags Civic Center General Manager Aaron Rainey presented the FY 24 annual report and activities. In response to City Council questions, Rainey noted that the drop in attendance reflects an industry-wide trend and that facility costs have risen. Leisure Services Director Marie Ware outlined the next steps for the facility, noting that funding has been allocated to initiate the planning process. She added that the Capital Improvement Plan (CIP) budget includes funding spread over four years to carry out the planned projects. City Council members discussed the influence of market conditions on attendance, the

facility's long-term viability, and expressed interest in holding another discussion on its future ahead of the Fiscal Year 2026 budget hearings. The recent passing of long-time Civic Center Advisory Commission commissioner Rod Bakke was acknowledged, with Rainey and City Council members praising his dedicated service. Motion carried 7-0.

4. Request for Proposals for Leisure Services Comprehensive Master Plan Consultant Services: Motion by Sprank to receive and file the documents and approve the Request for Proposals (RFP) for Leisure Services Comprehensive Master Plan Consultant Services and direct staff to post the RFP and initiate the consultant selection process. Seconded by Jones. City Council members discussed the importance of the plan and expressed their expectation that it will highlight both the strengths and areas for improvement in the city's parks. Motion carried 7-0.

5. Creation of a Precision Policing Center: Motion by Farber to receive and file the documents and approve establishing a Precision Policing Center (PPC). Seconded by Jones. Jensen made a presentation on the PPC. In response to Council questions, Jensen explained that the PPC will be housed in a computer room at the Dubuque Law Enforcement Center, that establishing a PPC does not have an immediate budget impact, and that the PPC will not replace officer interactions with the public. Van Milligen noted that the Police Department will continue its School Resource Officer (SRO) and Community Oriented Policing programs. Van Milligen and Jensen noted the significant collaborative effort by multiple city departments, including Police and Information Technology (IT), in developing this proposal. City Council members recommended that job descriptions for positions supporting the PPC be specific and proposed considering part-time roles to document civilian reports. They also stressed the importance of preserving personal connections with residents. Motion carried 7-0.

6. Iowa Amphitheater on Schmitt Island Project Bid Backage No. 1 (Site Demolition & Mass Grading) Award Public Improvement Contract Project Code: 5575000022, 3049900010: Motion by Roussell to receive and file the documents and adopt Resolution No. 341-24 Awarding Public Improvement Contract for the Iowa Amphitheater On Schmitt Island Project – Bid Package No. 1 (Site Demolition & Mass Grading). Seconded by Sprank. Motion carried 7-0.

7. Work Session Request: Microsoft Co-Pilot Implementation Strategy: Motion by Wethal to receive and file the documents and schedule the work session for November 4, 2024, at 5:30 p.m. Seconded by Resnick. Motion carried 7-0.

8. Work Session Request: Update on Grant Initiatives and Grant Funding: Motion by Wethal to receive and file the documents and schedule the work session for November 4, 2024, at 6:00 p.m. Seconded by Sprank. Motion carried 7-0.

9. Work Session Request: Greater Dubuque Development Corporation - Retail Strategies Findings and Recommendations: Motion by Jones to receive and file the documents and schedule the work session for December 16, 2024, at 5:15 p.m. Seconded by Wethal. Motion carried 7-0.

10. Dubuque Regional Airport Solar Array Ribbon-Cutting Video: Motion by Sprank to receive and file the documents and view the video. Seconded by Farber. Media Services showed a video summary of the ribbon-cutting ceremony to recognize the completion of a new solar array project at the Dubuque Regional Airport. The video can be viewed at <https://youtu.be/EzMnxtA-H68> A video of the full event can be viewed at <https://youtu.be/1Koxdz3mbvo>. Motion carried 7-0.

11. Delivering Dubuque Video: Restoring Commercial Air Service: Motion by Sprank to receive and file the documents and view the video. Seconded by Wethal. Media Services showed the Delivering

Dubuque episode regarding the community's efforts to restore, retain, and expand air service for the region. The video can be viewed at https://youtu.be/WyYVadiQ9X8?si=dNB_bAmwmeI668wi. City Council Members commended the video. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Sprank reported on participating in a clean up of the Bee Branch and the North End Neighborhood Association's upcoming Trunk or Treat event.

Council Member Farber reported on attending meetings related to her service on NLC and Federal Communications Commission (FCC) committees.

Council Member Jones reported on the Iowa Association of Solid Waster Operators Conference, the Dubuque Regional Airport Solar Array Ribbon-Cutting, the Dubuque Main Street Awards, and the Tri-State Emergency Responders Conference.

Mayor Cavanagh announced the release of the first episode of the Iowa League of Cities (ILC) podcast, *Leading Iowa*.

CLOSED SESSION

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

The City Council reconvened in open session at 10:25 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:25 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in special session at 5:30 p.m. on November 4, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting work sessions on Microsoft Co-Pilot Implementation and a Grant Initiatives and Grant Funding update.

WORK SESSIONS

Microsoft Co-Pilot Implementation

Chief Information Officer Chris Kohlmann presented on the City's strategy and plans for the implementation of Microsoft CoPilot. City Council Members discussed the upcoming launch of the National League of Cities (NLC) Pilot on Artificial Intelligence (AI), anticipated future developments in AI, and expressed interest in learning more about the training that will be provided to city staff. This work session concluded at 5:59 p.m.

Update on Grant Initiatives and Grant Funding

Director of Strategic Partnerships Teri Goodman, Technical Grant Analyst/Assistant Justin Thiltgen, and Andrew Seth of Sustainable Strategies DC provided an update on grant initiatives and grant funding. A video message from President Joe Biden congratulating Goodman on her upcoming retirement was also shown.

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 November 4, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Hospice and Palliative Care Month (November 2024) was accepted by Executive Director Lavonne Noel and Board Member Carole Carroll on behalf of Hospice of Dubuque.

2. National League of Cities Centennial Day (November 7, 2024) was accepted by Mayor Cavanagh on behalf of the City of Dubuque.

3. The 150th Anniversary Year of the Sisters of the Presentation (November 13, 2024) was accepted by Sisters Carmen Hernandez, Marilyn Breen and Marilou Irons on behalf of the Sisters of the Presentation of the Blessed Virgin Mary of Dubuque, Iowa.

4. Pancreatic Cancer Awareness Day (November 21, 2024) was accepted by President Diane Oglesby on behalf of the Michael W. Oglesby Foundation.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: Airport Commission of September 24, 2024; Arts & Cultural Affairs Advisory Commission of September 24, 2024; Cable Television Commission of February 28, 2024; Community Development Advisory Commission of September 4, 2024; Equity and Human Rights Commission of September 10, 2024; Five Flags Civic Center Commission of June 13, 2024; Historic Preservation Commission of September 19, 2024; Housing Commission of July 23, 2024; Park and Recreation Commission of August 13 and September 10, 2024; Resilient Community Advisory Commission of September 5, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Jacqueline Fetter for personal injury; Roger Wilming for vehicle damage; State Farm Mutual Insurance a/s/o Casey Smith for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Jacqueline Fetter

for personal injury; Roger Wilming 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. 342-24 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. Reimbursement Resolution – Fire Facilities and Equipment: Upon motion the documents were received and filed, and Resolution No. 343-24 Relating to the financing of proposed projects and acquisitions to be undertaken by the City of Dubuque, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code was adopted.

6. Tschiggfrie Parcel: Upon motion the documents were received and filed, and Resolution No. 344-24 Accepting The Deed To Certain Real Estate In Dubuque County, Iowa From Edward And Joan Tschiggfrie was adopted.

7. City Hall Annex Roof Replacement Project - Project Code: 5565000001: Upon motion the documents were received and filed, and Resolution No. 345-24 Accepting The City Hall Annex Roof Replacement Project And Authorizing Final Payment To The Contractor was adopted.

8. 2024-2026 Dubuque City Council Goals & Priorities Handout: Upon motion the documents were received and filed.

9. Updated Housing Incentives - New Units Handout: Upon motion the documents were received and filed.

10. Housing Commission Cross Representation Appointment: Housing Commission requested City Council approval on the appointment of commissioner Renee Kehoe, 1209 Lincoln Ave., to the Cross Representation term on the Community Development Advisory Commission that will expire on August 17, 2027. Upon motion the documents were received, filed, and approved.

11. Grass and weed cutting and garbage collection assessments: Upon motion the documents were received and filed, and Resolution No. 346-24 Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

12. School Resource Officer Contract with Dubuque Community School District: Upon motion the documents were received, filed, and approved.

13. Iowa Department of Transportation HMA Resurfacing and Paved Shoulders Project Notification: Correspondence from Jesse Tibodeau, Assistant District Engineer, notifying the City Council of HMA resurfacing and HMA paved shoulders on US-20 from Swiss Valley to Old Highway Road. Upon motion the documents were received and filed.

14. Signed Contract(s): Tricon General Construction, Inc. for the Old Mill Road Lift Station and Force Main Project - Phase 1. Upon motion the documents were received and filed.

15. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Eastern Iowa Excavating & Concrete, LLC for the Iowa Amphitheater at Schmitt Island Bid Package 1: Site Preparation. Upon motion the documents were received, filed, and approved.

16. Approval of 2023 City Council Official Proceedings: Upon motion the documents were received, filed, and approved.

17. Approving a Third Amendment to Development Agreement by and between the City of Dubuque, Iowa and Union at the Marina, LP adding Impact Housing Indiana Corp. as a Party: Upon motion the documents were received and filed, and Resolution No. 347-24 Approving A Third Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Union At The Marina, LP 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 Wethal. Motion carried 7-0.

1. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 348-24 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Racing Association, Ltd., Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 18, 2024 in the Historic Federal Building.

2. Iowa Amphitheater on Schmitt Island Project - Bid Backage No. 2 (Utilities, Paving & Amphitheater Stage) - Initiate Public Bidding Process and Setting Date for Public Hearing: Upon motion the documents were received and filed and Resolution No. 349-24 Iowa Amphitheater On Schmitt Island Project - Bid Package No. 2 (Utilities, Paving & Amphitheater Stage): Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 18, 2024 in the Historic Federal Building.

3. Initiate Bid Process and Set Public Hearing for the Bunker Hill Irrigation Replacement Project Phase 3: Upon motion the documents were received and filed and Resolution No. 350-24 Bunker Hill Golf Course – Phase 3 Irrigation Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 18, 2024 in the Historic Federal Building.

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Catfish Creek Watershed Management Authority: One, 4-Year term through July 16, 2028 (Vacant term of McGovern). Applicant: William H. Hendricks, 1801 S. Grandview. Motion by Jones to appoint Hendricks to the term. Seconded by Roussell. Motion carried 7-0.

2. Equity and Human Rights Commission: One, 3-Year term through January 1, 2026 (Vacant term of Sanchez). Applicants: Luselena Bravo, 781 Cottage Place; Traci Phillipson, 2120 Rhomberg Ave. Upon roll call vote, Bravo was appointed to the term, receiving all 7 votes.

PUBLIC HEARINGS

1. 2024 SRF Green Alley Project Public Hearing: Motion by Wethal to receive and file the documents and adopt Resolution No. 351-24 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The 2024 SRF Green Alley Project. Seconded by Sprank. Motion carried 7-0.

2. 2024 SRF Green Alley Project Special Assessments: Motion by Jones to receive and file the documents and adopt Resolution No. 352-24 With Respect To The Adoption Of The Resolution Of Necessity Proposed For The SRF Green Alley Bid 2024 SRF Green Alley Project and Resolution No. 353-24 Approving Schedule Of Assessments And Estimate Of Total Cost For The 2024 SRF Green Alley Bid Project. Seconded by Wethal. Motion carried 7-0.

3. Petition to Vacate the Alley Right of Way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light): Motion by Roussell to receive and file the documents and adopt Resolution No. 354-24 Vacating The Alley Between The West Line Of Finley Street And The East Line Of Bunker Hill Road, In Finley's Addition To The City Of Dubuque, In The City Of Dubuque, Iowa, To Be Known As Lot 186A Finley's Addition In The City Of Dubuque, Iowa and Resolution No. 355-24 Disposing Of City Interest In Lot 186A Finley's Addition In The City Of Dubuque, Iowa. Seconded by Wethal. Motion carried 7-0.

4. Kerper Boulevard Lift Station Project Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 356-24 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Kerper Blvd Lift Station Project. Seconded by Jones. Motion carried 7-0.

5. Broadway Sanitary Sewer Improvements Project Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 357-24 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Broadway Street Sanitary Sewer Improvement Project. Seconded by Farber. Motion carried 7-0.

6. Ruby Sutton Building 2nd Floor Renovation Project Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 358-24 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Ruby Sutton Building 2nd Floor Renovation Project. Seconded by Jones. Motion carried 7-0.

7. Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC: Motion by Roussell to receive and file the documents and adopt Resolution No. 359-24 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Housing, LLC, Including The Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. Megan Carr, speaking on behalf of the developer, shared that they aim to complete the project by fall 2025. Motion carried 7-0.

8. Public Hearing to approve the revised Administrative Plan for the Housing Choice Voucher Program: Motion by Jones to receive and file the documents and adopt Resolution No. 360-24 Resolution Approving The Revision Of The Public Housing Authority (PHA) Administrative Plan For The Housing Choice Voucher Program. Seconded by Resnick. In response to City Council questions,

Housing and Community Development Director Alexis Steger explained that the minor plan revision adjusts the small area market rate to align with the federal rate. Steger also provided an overview of the voucher allotment review process. Motion carried 7-0.

PUBLIC INPUT

Dan Walsh, 1219 Arrowhead Dr.; Tut Fuller, 1145 S. Grandview; and Tyson Leyendecker, 1760 Overview Ct., all representing Capra Bank, spoke regarding Action Item No. 1, expressing concerns with the recommendation of Dubuque Bank and Trust as the City's financial services provider. They cited Dubuque Bank and Trust's impending sale to an out-of-state entity and stressed the importance of partnering with local banks. Mr. Walsh noted that Capra submitted a dispute regarding Dubuque Bank and Trust's Request for Proposals (RFP) submission on October 18, which was denied by the City Manager on October 23. He suggested that the City Council consider tabling the action item. Kevin Finke, 6447 Torrey Pines Dr., of Dubuque Bank and Trust, read a letter on behalf of Drew Townsend, the bank's President and CEO, thanking the City for its recommendation. John Schmidt, 1075 Bonnie Ct.; and Thomas Flynn, 21475 Girl Scout Rd., also spoke in support of Dubuque Bank and Trust, highlighting the local employment base of the bank.

ACTION ITEMS

1. Commercial Banking Services Recommendation: Motion by Roussell to receive and file the documents and approve Dubuque Bank and Trust as the bank to provide financial services to the City of Dubuque for a five-year period. Seconded by Jones. Chief Financial Officer Jennifer Larson made a presentation. Brumwell confirmed that Iowa Code §362.5 specifies that a city official is not in conflict of interest when voting on a contract with a corporation in which they or their immediate family own less than five percent of the corporation's stock. Mayor Cavanagh stated that some of his family members hold stock in HTLF, the parent company of Dubuque Bank and Trust, but clarified that this does not create a conflict of interest, as their holdings are below the 5% threshold. Van Milligen summarized the city's investment process, including the involvement of the Investment Oversight Advisory Commission, and explained that other priorities, such as the Enterprise Resource Planning (ERP) implementation and the recently completed pay and classification study, had delayed a re-evaluation of the city's banking services. He noted that the RFP required a bank to have a staffed local branch. In response to questions, Larson explained that various financial records have different retention requirements. City Council Members expressed interest in learning how other Iowa cities solicit banking services and how to assess the reinvestment of the bank's funds within the community. Van Milligen committed to city staff researching these areas for the next RFP. Larson stated that while most cities conduct an RFP for banking services, she was unsure of the typical contract terms. Historically, the city has used a five-year contract period but has not adhered to it recently due to ERP implementation. Van Milligen noted that the extensive process involved in changing financial institutions warranted the five-year timeframe. The City Council discussed the expertise of the RFP review committee and the strong evaluation criteria used in making this recommendation. They also indicated their preference for the re-evaluation of banking services through an RFP every five years. Motion carried 7-0.

2. Proposed Modification to the Downtown Rehabilitation Program Awards: Motion by Jones to receive and file the documents and adopt Resolution No. 361-24 Authorizing The City Manager To Amend The City Of Dubuque Downtown Rehabilitation Grant Award Program. Seconded by Resnick. City Council Members praised the changes, noting they had received positive feedback. Motion carried 7-0.

3. Resolution Authorizing the Submission of an Iowa Economic Development Authority Business Financial Assistance Application by Universal Tank & Fabrication Inc.: Motion by Resnick to receive and file the documents and adopt Resolution No. 362-24 Authorizing The Filing Of An Application With The Iowa Economic Development Authority For Business Financial Assistance On Behalf Of Universal Tank & Fabrication, Inc. Seconded by Wethal. City Council Members expressed enthusiasm for the expansion. Motion carried 7-0.

4. Pest Infestation Enforcement, Including Bed Bugs: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Steger summarized the proposed changes that clarify the responsibility for treating pest infestations and stated that another treatment will be required for several units at the Roosevelt West apartment complex that is currently experiencing an infestation. Brumwell referenced Iowa Code §562A regarding landlord and tenant financial responsibilities regarding infestations. City Council Members commended residents for relaying their concerns to the city. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 60-24 Amending City Of Dubuque Code Of Ordinances Title 14 Building And Development, Chapter 1 Building Codes, Article J Property Maintenance Code, Section 14-1J-2 International Property Maintenance Code Amendments. Seconded by Farber. Motion carried 7-0.

5. Work Session Request: Introduction to the Office of Community Impact and Review of the Equitable Fine and Fee Service Program: Motion by Resnick to receive and file the documents and schedule the work session for November 18, 2024, at 5:15 p.m. Seconded by Sprank. Motion carried 7-0.

6. New Housing Projects Update Video: Motion by Jones to receive and file the documents and view the video. Seconded by Resnick. Public Information Office staff showed a video featuring footage of examples of new housing projects throughout the community. The video can be seen at: <https://youtu.be/0PHmgW1v-Ro?si=YTr6tpUnoZa6BHUL>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Mayor Cavanagh reported on the first Denver Air Connection commercial flight to Dubuque and recent fundraisers for the Dubuque Museum of Art and the National Mississippi River Museum and Aquarium.

Council Member Jones reported on the recent passing of former Fire Chief Bill Miller.

Council Member Farber reported on the upcoming retirement of Goodmann and the upcoming election.

Council Member Roussell reported on William Intriligator's 25th anniversary as Music Director and Conductor of the Dubuque Symphony Orchestra.

Council Member Wethal thanked candidates running for political office.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:49 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:30 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:30 p.m.
/s/Adrienne N. Breitfelder, CMC
City Clerk

EQUITY AND HUMAN RIGHTS COMMISSION MEETING MINUTES
October 8, 2024

DATE: Tuesday, October 8, 2024

TIME: 4:30 PM

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

The meeting was called to order at 4:32 pm.

Commissioners Present: Jake Kurczek, Dave Heiar, Matthew Zanger, Rick Baumhover, Michaela Freiburger, Theresa Sampson-Brown

Commissioners Absent: Maita Jolet, Enoch Sanchez, Nikkole Nutter

Staff Present: Gisella Aiken Shadle, Chief of Equity and Human Rights; Ann Marie Jannette, Equity and Human Rights Specialist

Approval of Meeting Minutes

Heiar motioned, Baumhover seconded, to approve the minutes from the September 10, 2024. All in favor.

Public Input

No members of the public were present to provide input.

Reports

Caseload Report

Report was adjusted to now include data for the following categories:

- Complaints filed – number of complaints that were signed during the month
 - September amount: 2
- Active investigations – investigations that are currently active but in various stages (active, administrative review, initiated, on hold, etc.)
 - September amount: 18
- Incidents in mediation – complaints currently in mediation
 - September amount: 1
- Incidents in full hearing – complaints in full hearing process
 - September amount: 0
- Inquiries – calls/inquiries that don't result in an official complaint being filed (including outreach events)
 - September amount: not provided
- Complaints closed during the month – signed complaints that were closed during the month (doesn't include inquiries or complaints that were never filed)
 - September amount: 1
- Total inquiries and complaints FY25 – signed complaints filed in FY25
 - September amount: 12

Jannette provided an example of a complaint received in September. The complainant was on a month-to-month lease. He asked his landlord for an application so his girlfriend could

move in and also informed the landlord his girlfriend had an emotional support animal (ESA). The landlord took several weeks to provide an application because he claimed that he needed to check with his lawyer on whether he had to allow an ESA. Soon after receiving her completed application, the landlord served the complainant with a 30 day notice to vacate, however on the same day he approved the girlfriend to move in. The complainant feels he was retaliated against, and both were harassed by the landlord due to the girlfriend's disability.

Director's Report

The department had a resource table at LatinX. Traffic at the table was low but turnout to the event seemed good. Jannette attended the League of Iowa Civil and Human Rights Agencies conference in Davenport, IA. Attendants included investigators, intake specialists, and commissioners from Davenport, Iowa City, Sioux City, Waterloo, Cedar Rapids, and Des Moines.

Aitken-Shadle and Jannette completed the first stage of the FY26 budget for the Equity and Human Rights department. Next stage is for approval and recommendations from Mike Van Milligan followed by presentations to the city council in the spring.

Chairperson's Report

Chairperson Kurczek has emailed other civil rights agencies across the state with questions about their operating standards and commissioner responsibilities. He received responses from Ames, Iowa City, and Cedar Rapids.

Old Business:

Heiar reported on the ordinance update. They have asked for Crenna Brumwell to simplify the purpose section. He also asked to change the quorum requirement to be a majority of commissioners that are currently in the commission rather than having a quorum of at least five commissioners. Brumwell responded that because the other commissions had this language that she would prefer to keep it that way. Heiar asked to put on the agenda for next month to review and approve recommended changes and to then send to City Council.

Kurczek reported that he sent a letter to Aitken-Shadle to request the removal of Enoch Sanchez from the commission due to non-attendance. Aitken-Shadle forwarded the email to the City Clerk who added it to the council agenda on October 7. Formal council approval will be October 21.

Heiar reported on the planning of a future event. Heiar had reached out to Greater Dubuque Development and the Community Foundation of Greater Dubuque. The latter replied that the business community isn't interested in diversity, equity, inclusion, and belonging (DEIB) training and education because they feel it doesn't work. Instead, they want tools and to learn how to use them and implement them at work. Kurczek reported that the survey he sent to commissioners showed that the responses indicated education, awareness, and collaboration should be the commissions goals.

New Business:

Jannette requested that commissioners attend at least two outreach events a year. Heiar to look into creating a set of policies for the commission. Also requested that we evaluate which events the department and/or commission should be attending.

Jannette reported on two upcoming outreach events: Caregiver Wellness Day at Shalome, and a neighborhood event to be planned by the Community Impact department.

Reflections and Updates

Sampson-Brown reported that the next commission meeting will be her last. She will be resigning from the commission at that time.

Adjournment:

Motion to adjourn by Zanger, seconded by Baumhover. All in favor. The meeting ended at 5:55 p.m.

The next regularly scheduled meeting is scheduled for Tuesday, November 12, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted: *M. Miller, M. Miller, Shadie*

Minutes approved as corrected: _____

STATE OF IOWA
DUBUQUE COUNTY

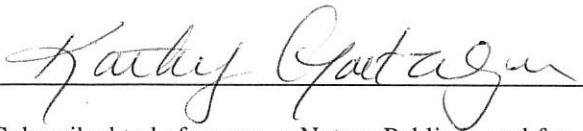
SS:

CERTIFICATE OF PUBLICATION

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

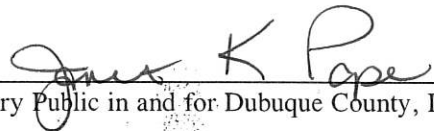
10/30/2024

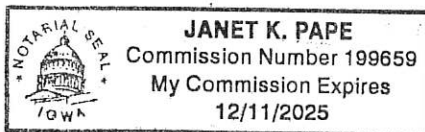
and for which the charge is 497.61



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

this 30th day of October, 2024


Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:30 p.m. on October 21, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting work sessions to receive updates on the Automated License Plate Reader system and Greater Dubuque Development Corporation.

WORK SESSIONS

Automated License Plate Reader Update

Police Captain Marty Steil provided an update on the Automated License Plate Reader (ALPR) system. In response to questions from the City Council, Steil explained that the city only grants access to authorized public sector personnel. Since the program is still new, there is no data on false positives; however, city staff manually verify system information before taking any action. Responding to a question, Police Chief Jeremy Jensen stated that the National Crime Information Center (NCIC) is the sole federal requirement for tracking warrants.

This work session concluded at 5:56 p.m.

Greater Dubuque Development Corporation Quarterly Update

President and CEO Rick Dickinson presented a quarterly update on Greater Dubuque Development Corporation (GDDC). City Council Members praised GDDC for its efforts in job placement assistance, its relocation guide, and for celebrating its 40th anniversary.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:23 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 October 21, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

City Clerk Breitfelder announced that Action Item No. 1 had been moved as the first order of business.

ACTION ITEM

1. Photo for National League of Cities Centennial: Motion by Roussell to receive and file the documents and take the photo. Seconded by Farber. City Council, City staff, and members of the public gathered for a group photo to commemorate Dubuque

being selected as one of the National League of Cities' (NLC) digital stops on their roadshow celebrating the organization's centennial milestone. Motion carried 7-0.

PRESENTATIONS

1. City-County Communications & Marketing Association (3CMA) 2024 Savvy Awards Recognition: Public Information Officer Randy Gehl presented on the Public Information Office receiving two national awards from the City-County Communications & Marketing Association (3CMA): Savvy Awards in the categories of Interview/Talk Show/News Programming and Communications and/or Marketing Plans.

2. 2024 University of Dubuque Alumni Award Recognition: Police Chief Jeremy Jensen was recognized by University of Dubuque President Travis Frampton for receiving the 2024 University of Dubuque Alumni Award.

3. Public Safety Citizen Lifesaving Award Recognition: Fire Chief Amy Scheller presented on the recently awarded Public Safety Citizen Lifesaving Award.

4. Grand River Center Award and Certification Recognition: Leisure Services Director Marie Ware recognized the Grand River Center and OVG staff for receiving the 2024 Northstar Stella Award and the KultureCity Certification. General Manager Ryan Bonifas spoke on behalf of Grand River Center staff.

PROCLAMATIONS

1. Veterans of Foreign Wars 125th Birthday (September 29, 2024) was accepted by Post 508 Commander Wayne Brown on behalf of the Dubuque Veterans of Foreign Wars Leo A. Schwind Gerald F. Winter Post 508.

2. National Lead Poisoning Prevention Week (October 20-26, 2024) was accepted by Lead and Healthy Homes Grants Program Manager Christina Schneider and Lead and Healthy Homes Inspector and Kelly Davis on behalf of the Health Services Department and Housing and Community Development Department.

3. Lights On Afterschool Week (October 21-27, 2024) was accepted by Beth McGorry on behalf of St. Mark Youth Enrichment.

4. Dubuque Climate Action Day (October 24, 2024) was accepted by Green Iowa AmeriCorps Member Melia Stackis on behalf of Sustainable Dubuque.

5. Trick or Treat Night (October 31, 2024) was accepted by Scout Ben Valentine on behalf of the City of Dubuque.

6. Extra Mile Day (November 1, 2024) was accepted by Community Service and Outreach Coordinator Brittney Hayes on behalf of Extra Mile America and the Office of Community Impact.

CONSENT ITEMS

Mayor Cavanagh requested Item No. 4 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except Item No. 4. Seconded by Jones. Motion carried 7-0.

1. Minutes and Reports Submitted: Civil Service Commission of October 2, 2024; Equity and Human Rights Commission of August 13, 2024; Library Board of Trustess Updates of August 22 and September 26, 2024; Resilient Community Advisory Commission of September 5, 2024; Proof of Publication for City Council Proceedings of September 16, 2024. Upon motion the documents were received and filed.

2. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 318-24 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.

3. November/December 2024 City News Newsletter: Upon motion the documents were received and filed.

4. Sustainable Dubuque Community Grant Award Recommendation: Motion by Jones to receive and file the documents and approve. Seconded by Farber. Point of Order by Cavanagh that the agenda item contained resolutions. Motion amended by Jones, seconded by Farber, to receive and file the documents and adopt the resolutions. Mayor Cavanagh stated that it was difficult to identify a clear connection between the Clarity Clinic Pregnancy Center and the city's Climate Action Plan. He recommended not adopting the resolution awarding funds to the center but adopting the others. City Council members discussed the need for clarification from the Resilient Community Advisory Commission regarding how the center aligns with the plan. Motion amended by Jones to receive and file the documents and adopt the resolutions, excluding the one awarding the Sustainable Dubuque Grant to Clarity Clinic Pregnancy Center. Seconded by Farber. Motion carried 7-0, therefore adopting Resolution No. 319-24 Awarding Sustainable Dubuque Grant To Dubuque Arboretum & Botanical Gardens; Resolution No. 320-24 Awarding Sustainable Dubuque Grant To City Girl Farming; Resolution No. 322-24 Awarding Sustainable Dubuque Grant To Convivium Urban Farmstead; Resolution No. 323-24 Awarding Sustainable Dubuque Grant To PALS: People Associated With Lincoln School; and Resolution No. 324-24 Awarding Sustainable Dubuque Grant To Dubuque Rescue Mission Garden.

5. Acceptance of a Grant of Permanent Embankment Easement over Stephen C. Johnson Living Trust Dated July 28th, 2023 Property at 2091 Harpy Eagle Court, Dubuque, Iowa: Upon motion the documents were received and filed, and Resolution No. 325-24 Accepting a Grant of Permanent Embankment Easement Through, Over and Across Part of Lot 6 of Block 3 of Eagle Valley Subdivision, in the City of Dubuque, Iowa was adopted.

6. SMART Grant Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for DMATS Area Funding Agreement for Services Between The City of Dubuque and The East Central Intergovernmental Association (ECIA): Upon motion the documents were received and filed, and Resolution No. 326-24 Authorizing The Mayor To Execute A Grant Funding Agreement For Services Between The City Of Dubuque And The East Central Intergovernmental Association (ECIA) In Connection With The SMART Grant Metro Dubuque Traffic Data Aggregation For Connected Vehicles Project For The DMATS Area was adopted.

7. Bee Branch Stormwater Pumping Station Phase IV of the Bee Branch Watershed Flood Mitigation Project (Project #5586500007) FEMA PDM Grant Agreement LPDM-PJ-07-IA-2024-001: Upon motion the documents were received and filed, and Resolution No. 327-24 Approving Subaward Agreement (Agreement No. LPDM-PJ-07-IA- 2024-001) With The Iowa Department Of Homeland Security And Emergency Management And The Federal Emergency Management Agency To Assist With Bee Branch Stormwater Pumping Station Phase IV Of The Bee Branch Watershed Flood Mitigation Project was adopted.

8. Approval of Plat of Survey of Lot 186A Finleys Addition in the City of Dubuque, Iowa For Vacating Petition (Agreement

Between City of Dubuque and Interstate Power and Light Company): Upon motion the documents were received and filed, and Resolution No. 328-24 Approving Plat Of Proposed Vacated Alley Between The West Line Of Finley Street And The East Line Of Bunker Hill Road, In Finleys Addition To The City Of Dubuque, In The City Of Dubuque, Iowa, To Be Known As Lot 186a Finleys Addition In The City Of Dubuque, Iowa was adopted.

9. Preliminary Plat of Miller North Cascade Subdivision: Upon motion the documents were received, filed, and approved.

10. Plat of Survey of Middle Fork Second Addition: Upon motion the documents were received and filed, and Resolution No. 329-24 Approving The Final Plat Of Middle Fork Second Addition, In The City Of Dubuque, Iowa was adopted.

11. Community Development Block Grant (CDBG) Subrecipient Agreement - Area Residential Care: Upon motion the documents were received and filed, and Resolution No. 330-24 Authorizing Execution Of CDBG Subrecipient Agreement With Area Residential Care was adopted.

12. Community Development Block Grant 50th Anniversary Certificate of Appreciation: Upon motion the documents were received and filed.

13. FY24 FY26 Audit Services Request for Proposal (RFP): Upon motion the documents were received, filed, and approved.

14. Collateral Assignment of Development Agreement By and Between the City of Dubuque and Metx, LLC: Upon motion the documents were received and filed, and Resolution No. 331-24 Approving City Consent To Collateral Assignment Of Development Agreement By And Between The City Of Dubuque, Iowa And Metx, LLC From Metx, LLC To Bankers Trust Company was adopted.

15. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Valentine Construction Co. for the Bunker Hill Golf Course Sinkhole Remediation Project; Peerless Well & Pump for the 2024 Well No. 7 Rehabilitation Project Phase 2. Upon motion the documents were received, filed, and approved.

16. Civil Service Certified List - Police Officer: Civil Service Commission submitted the certified list for the position of Police Officer. Upon motion the documents were received, filed, and made a Matter of Record.

17. FY24 Justice Assistance Grant (JAG) Application: City Manager recommended City Council approval to apply for the FY24 Justice Assistance Grant (JAG), complete the award documents, and submission by the Police Department. Upon motion the documents were received, filed, and approved.

18. Acceptance of the FY24 Law Enforcement Mental Health and Wellness Act Grant Award: City Manager recommended City Council accept the FY24 Law Enforcement Mental Health and Wellness Act grant awarded to the City of Dubuque/Dubuque Police Department in the amount of \$118,062. Upon motion the documents were received, filed, and approved.

19. Tobacco Compliance Settlement Agreements: City Manager recommended City Council approval of the following Tobacco Compliance Settlement Agreements and authorize the mayor to sign the agreements: BP Fuel, 1450 Loras Blvd; Kwik Stop #325, 1210 East 16th Street; Kwik Stop #84, 2335 University Ave; Caseys, 4003 Peru Road; Pink Clouds Smoke Shop, 3301 Pennsylvania Ave; Moondog Music, 806 Wacker Dr; A&M Trading, 1620 JFK Rd; Hartig Drug, 2255 Central Ave; Botanicanna, 55 JFK Rd; EZ Stop II, 700 Rhomberg. Upon motion the documents

were received, filed, and approved.

20. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 332-24 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.

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated.

Seconded by Wethal. Motion carried 7-0.

1. Setting a Public Hearing - Petition to Vacate the Alley Right of Way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finleys Addition in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light Company): Upon motion the documents were received and filed and Resolution No. 333-24 Intent To Vacate And Dispose Of The Alley Between The West Line Of Finley Street And The East Line Of Bunker Hill Road, In Finleys Addition To The City Of Dubuque, In The City Of Dubuque, Iowa, To Be Known As Lot 186a Finleys Addition In The City Of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

2. Kerper Boulevard Lift Station Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 334-24 Kerper Boulevard Lift Station Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

3. Broadway Sanitary Sewer Improvements Project - Initiate Public Bidding Process and Setting Date for a Public Hearing Project No. 5581500046: Upon motion the documents were received and filed and Resolution No. 335-24 Broadway Street Sanitary Sewer Improvement Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

4. Ruby Sutton Building 2nd Floor Renovation Project - Initiate Public Bidding: Upon motion the documents were received and filed and Resolution No. 336-24 Ruby Sutton Building 2nd Floor Renovation Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

5. Setting a Public Hearing to approve the Revised Administrative Plan for the Housing Choice Voucher Program: Upon motion the documents were received and filed and Resolution No. 337-24 Setting A Public Hearing To Review And

Approve The Public Housing Authoritys Administrative Plan was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

6. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC: Upon motion the documents were received and filed and Resolution No. 338-24 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Housing, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 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. Catfish Creek Watershed Management Authority: One, 4-Year term through July 16, 2028 (Vacant term of McGovern). Applicant: William H. Hendricks, 1801 S. Grandview.

2. Equity and Human Rights Commission: One, 3-Year term through January 1, 2026 (Vacant term of Sanchez). Applicants: Luselena Bravo, 781 Cottage Place; Traci Phillipson, 2120 Rhomberg Ave.

Appointments were made to the following boards/commissions.

1. Resilient Community Advisory Commission: Two, 3-Year terms through July 1, 2027 (Vacant terms of Hoffman and Connolly). Applicants: Nolan Bielinski, 654 Kane St. Additional Applicant; Rachel Schmidt Boeke, 1241 Jackson St. Motion by Jones to appoint Bielinski and Schmidt Boeke to the terms. Seconded by Wethal. Motion carried 7-0.

2. Zoning Advisory Commission: One, 5-Year term through July 1, 2027 (Vacant term of Sempf). Applicant: Troy Froistad, 477 West 3rd St. Motion by Roussell to appoint Froistad to the term. Seconded by Sprank. Motion carried 7-0.

PUBLIC HEARINGS

1. Request to Rezone 1000 Cedar Cross Road: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Resnick. Planning Services Director Wally Wernimont provided a staff report. Applicant Samantha Wright, 1449 Miller Rd., spoke in favor of the request. In response to City Council's questions, Wernimont explained that comprehensive rezoning typically takes place during a Unified Development Code (UDC) update, which the City will be undergoing soon. Regarding a question on business licenses, he noted that while some cities require a general business license, implementing such a requirement in Dubuque would necessitate additional staff and funding. City Council members expressed support for the rezoning and emphasized the importance of educating businesses on the city's requirements. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 59-24 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying

Hereinafter Described Property Located At 1000 Cedar Cross Road From CS Commercial Service And Wholesale District To C-3 General Commercial District. Seconded by Resnick. Motion carried 7-0.

2. Resolution Adopting the Proposed Amended and Restated Urban Renewal Plan for the North Cascade Road Housing Urban Renewal Area, Version 2024.1: Motion by Roussell to receive and file the documents and adopt Resolution No. 339-24 Approving The Amended And Restated Urban Renewal Plan For The North Cascade Road Housing Urban Renewal Area. Seconded by Wethal. Motion carried 7-0.

3. Proceedings to Hold Public Hearing on the Issuance of Not to Exceed \$27,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project Phase I: Motion by Sprank to receive and file the documents and adopt Resolution No. 340-24 Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement. Seconded by Farber. Motion carried 7-0.

ACTION ITEMS

2. Submission of Fiscal Year Ended June 30, 2023 Annual Comprehensive Financial Report (ACFR) and Results of the 2023 Financial Statement Audit, Including Required Communications: Motion by Rousell to receive and file the documents and listen to the presentation. Seconded by Wethal. Finance Manager Brian DeMoss presented on the Fiscal Year 2023 Annual Comprehensive Financial Report (ACFR) and Results of the 2023 Financial Statement Audit. City Council members commended City staff for their efforts on the audit and highlighted the portion of general fund expenditures dedicated to public safety. Motion carried 7-0.

3. Five Flags Civic Center FY 24 Annual Report Presentation: Motion by Resnick to receive and file the documents and listen to the presentation. Seconded by Wethal. Five Flags Civic Center General Manager Aaron Rainey presented the FY 24 annual report and activities. In response to City Council questions, Rainey noted that the drop in attendance reflects an industry-wide trend and that facility costs have risen. Leisure Services Director Marie Ware outlined the next steps for the facility, noting that funding has been allocated to initiate the planning process. She added that the Capital Improvement Plan (CIP) budget includes funding spread over four years to carry out the planned projects. City Council members discussed the influence of market conditions on attendance, the facility's long-term viability, and expressed interest in holding another discussion on its future ahead of the Fiscal Year 2026 budget hearings. The recent passing of long-time Civic Center Advisory Commission commissioner Rod Bakke was acknowledged, with Rainey and City Council members praising his dedicated service. Motion carried 7-0.

4. Request for Proposals for Leisure Services Comprehensive Master Plan Consultant Services: Motion by Sprank to receive and file the documents and approve the Request for Proposals (RFP) for Leisure Services Comprehensive Master Plan Consultant Services and direct staff to post the RFP and initiate the consultant selection process. Seconded by Jones. City Council members discussed the importance of the plan and expressed their expectation that it will highlight both the strengths and areas for improvement in the city's parks. Motion carried 7-0.

5. Creation of a Precision Policing Center: Motion by Farber to receive and file the documents and approve establishing a Precision Policing Center (PPC). Seconded by Jones. Jensen made a presentation on the PPC. In response to Council questions, Jensen explained that the PPC will be housed in a computer room at the Dubuque Law Enforcement Center, that establishing a PPC does not have an immediate budget impact, and that the PPC will not replace officer interactions with the public. Van Milligen noted that the Police Department will continue its School Resource Officer (SRO) and Community Oriented Policing programs. Van Milligen and Jensen noted the significant collaborative effort by multiple city departments, including Police and Information Technology (IT), in developing this proposal. City Council members recommended that job descriptions for positions supporting the PPC be specific and proposed considering part-time roles to document civilian reports. They also stressed the importance of preserving personal connections with residents. Motion carried 7-0.

6. Iowa Amphitheater on Schmitt Island Project Bid Backage No. 1 (Site Demolition & Mass Grading) Award Public Improvement Contract Project Code: 5575000022, 3049900010: Motion by Roussell to receive and file the documents and adopt Resolution No. 341-24 Awarding Public Improvement Contract for the Iowa Amphitheater On Schmitt Island Project Bid Package No. 1 (Site Demolition & Mass Grading). Seconded by Sprank. Motion carried 7-0.

7. Work Session Request: Microsoft Co-Pilot Implementation Strategy: Motion by Wethal to receive and file the documents and schedule the work session for November 4, 2024, at 5:30 p.m. Seconded by Resnick. Motion carried 7-0.

8. Work Session Request: Update on Grant Initiatives and Grant Funding: Motion by Wethal to receive and file the documents and schedule the work session for November 4, 2024, at 6:00 p.m. Seconded by Sprank. Motion carried 7-0.

9. Work Session Request: Greater Dubuque Development Corporation - Retail Strategies Findings and Recommendations: Motion by Jones to receive and file the documents and schedule the work session for December 16, 2024, at 5:15 p.m. Seconded by Wethal. Motion carried 7-0.

10. Dubuque Regional Airport Solar Array Ribbon-Cutting Video: Motion by Sprank to receive and file the documents and view the video. Seconded by Farber. Media Services showed a video summary of the ribbon-cutting ceremony to recognize the completion of a new solar array project at the Dubuque Regional Airport. The video can be viewed at <https://youtu.be/EzMnxtA-H68> A video of the full event can be viewed at <https://youtu.be/1Koxdz3mbvo>. Motion carried 7-0.

11. Delivering Dubuque Video: Restoring Commercial Air Service: Motion by Sprank to receive and file the documents and view the video. Seconded by Wethal. Media Services showed the Delivering Dubuque episode regarding the community's efforts to restore, retain, and expand air service for the region. The video can be viewed at https://youtu.be/WyYVadiQ9X8?si=dNB_bAmwml668wi. City Council Members commended the video. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Sprank reported on participating in a clean up of the Bee Branch and the North End Neighborhood Associations upcoming Trunk or Treat event.

Council Member Farber reported on attending meetings related to her service on NLC and Federal Communications Commission (FCC) committees.

Council Member Jones reported on the Iowa Association of Solid Waster Operators Conference, the Dubuque Regional Airport Solar Array Ribbon-Cutting, the Dubuque Main Street Awards, and the Tri-State Emergency Responders Conference.

Mayor Cavanagh announced the release of the first episode of the Iowa League of Cities (ILC) podcast, Leading Iowa.

CLOSED SESSION

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

The City Council reconvened in open session at 10:25 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:25 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 10/30

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Halanier Holmes for vehicle damage; Jamie Joe Doyle for vehicle damage; Keon Killins for vehicle damage,
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Halanier Holmes
2. Claim by Jamie Joe Doyle
3. Claim by Keon Killins

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Marie Ware
Steve Fehsal
Ariel Swift

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

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

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

1. Name of Claimant: Holmanier Holmes
2. Address: 825 Hawkeye Dr
City: Dubuque State: IA Zip: 52001
3. Telephone Number: 319-961-7248
4. Date of Incident: October 30th 2024
5. Time of Incident: Around 7:45 PM
6. Location of Incident (Be specific): Peru Rd Near the auto shops

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

I was on my way home on Peru Rd and as I was driving a tree fell into my lane and I drove over it which damaged my vehicle.

8. What were weather conditions like? Rainy, wind
9. Give name and address of any witnesses: Diamond Wilson 3678 Penn Ave
Dubuque IA
10. Did police investigate? (If so, give names of officers.)

No

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

No

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

Car was damaged really bad. Currently at RPM auto in Dubuque getting looked at.

13. What other damages do you claim, if any? Damaged headlight, bumper, and tires. Mirror, and door dented from tree branches

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

No.

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

\$3,000.

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

The trees keep getting ignored every time there is a storm. This time it actually fell while I was driving.

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

No.

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

No.

Dated at Dubuque, Iowa this 31st day of October, 2024.

(Signature)

(Print Name)

City Clerk's Office
Dubuque, IA

24 NOV - 1 PM 2:23

RECEIVED

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Ryan Krucka

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

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

1. Name of Claimant: Jamie Joe Doyle
2. Address: 10606 Timber Ridge St. Dubuque, IA 52001
3. Telephone Number: (563)542-9515
4. Date of Incident: 9/12/2024
5. Time of Incident: 6:58 P.M
6. Location of Incident (Be specific): John F. Kennedy + N.W. Arterial Intersection
X-Coordinate 00686980 Y-Coordinate 04710646
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
I was traveling down the N.W. Arterial on a motorcycle in the right lane, was crossing through intersection of J.F.K + N.W. Arterial when a Jule bus, driven by zladko Odobasic failed to stop @ a red light before turning right off JFK on to N.W. Arterial in my direct path of travel
8. What were weather conditions like? 75°, clear skies
9. Give name and address of any witnesses: Ella Kane 2564 Queen St. Dubuque, IA 52001
Ph.#(563)663-0739 / Peggy Barton 4031 Mount Vail Ridge Dubuque, IA 52001 Ph#(668)425-073
10. Did police investigate? (If so, give names of officers.)
Yes - Officer Benjamin Berntgen
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
Yes - Jamie Doyle (self), Address: 10606 Timber Ridge St. Dubuque, IA 52001
Injuries: Severely broken elbow, requiring surgery to place permanent plate, pins + screws. Lacerated liver, bruised ribs, extensive road rash

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

'07 Harley Davidson Fatboy. Clothing: Red Wing Work Boots, Wrangler Carpenter Jeans, Urban Pipeline t-shirt, long sleeve vintage "Smoke a Fatty" motorcycle shirt, Snap-on black socks, Duluth Armachillo boxer briefs, Fossil brown leather belt, Samsung Galaxy S cellphone + otterbox case, Oakley Holbrook sunglasses

13. What other damages do you claim, if any? Bodily injury requiring surgery + physical therapy, lost wages at work due to injury + recuperation, mileage to doctor + therapy appts, medication + supplies

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

No.

15. What amount do you claim from the City of Dubuque? To Be Determined - many ongoing expenses (Dr. Appointments, Physical Therapy, Lost wages)

16. Why do you claim the City of Dubuque is responsible? The Jule bus driver ran a red light and hit me. Please see attached Investigating Officer's Report of Motor Vehicle Accident.

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

No.

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

N/A

Dated at Dubuque, Iowa this 7th day of November, 2024.

(Signature)

Jamie Joe Doyle

(Print Name)

RECEIVED
24 NOV 12 PM 2:26
City Clerk's Office
Dubuque, IA

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

nmvm
Legal
Marie Ware
Steve Fehsai

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

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

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

1. Name of Claimant: Keon Killins
2. Address: 48 Burn Street
City: Dubuque State: IA Zip: 52003
3. Telephone Number: 630-800-6626
4. Date of Incident: 10/31/2024
5. Time of Incident: 5:30 PM
6. Location of Incident (Be specific): In front of 48 Burns St. (Car parked legally on street)
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
A tree on city limits fell on top of my vehicle which was parked legally on Burns St.
8. What were weather conditions like? Slightly Windy
- ★ 9. Give name and address of any witnesses: Gale 55 Burns St.
10. Did police investigate? (If so, give names of officers.)
Yes, Case #: 2024-007824
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).

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

Yes, Tree Crushed Car from behind shattering the back window and denting the entire top of car, Car is totaled, Tree ~~took down~~ damaged internet line.

13. What other damages do you claim, if any? Damage to Internet line

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

Yes, Greco Car Insurance, \$9600, PO Box 13528 Macon, GA 31208

15. What amount do you claim from the City of Dubuque? \$500, Insurance Deductible
Cost of Internet line repair

16. Why do you claim the City of Dubuque is responsible? The city of Dubuque is responsible because the tree was on city limits and tree was parked legally

17. Have you made any claim against anyone else for damages as a result of this incident? (If yes, give name and address.) No

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

Dated at Dubuque, Iowa this 7 day of November, 2024.

Keon Killing

(Signature)

Keon Killing

(Print Name)

(Rev. 9/24)

RECEIVED
24 NOV - 7 AM 11:47
City Clerk's Office
Dubuque, IA

**City of Dubuque
City Council**

CONSENT ITEMS # 3.

ITEM TITLE:	Disposition of Claims
SUMMARY:	City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Halanier Holmes for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Concur
ATTACHMENTS:	
	1. ICAP Referral

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 11/6/2024

RE: Claim Against the City of Dubuque by Halanier Holmes

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Halanier Holmes	10/31/2024	10/30/2024	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was damaged due to a fallen tree.

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

cc: Michael C. Van Milligen, City Manager
Steve Fehsal, Park Division Manager
Halanier Holmes

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

ITEM TITLE: Approval of City Expenditures

SUMMARY: City Manager recommending City Council approval for payment of City expenditures.
RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Memo Council for 11.18.24
2. Resolution_Approving_Expenditures (40)
3. 11-18-2024_Approvals
4. 11-18-2024_Exceptions



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: November 8, 2024

Finance is submitting the following expenses to City Council for approval at the November 18, 2024, meeting. Payments on these expenses will be made November 20, 2024.

In addition, Finance is submitting expenses paid since November 6, 2024, 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 142.18.

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 Finance Director-City Treasurer shall keep an accurate account of all disbursements, money, or property, specifying date, to whom, and from what fund paid; and

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

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

Whereas, the City Council of the City of Dubuque has heretofore, by Resolution 142-18 adopted May 7, 2018, authorized the Chief Financial Officer-City Treasurer to issue checks in payment of certain expenditures known as Exception Expenditures prior to City Council approval and such list is attached hereto.

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

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

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

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 11-20-2024

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 280.50	Parking Meter Enforcement Employee Uniforms
A & G ELECTRIC COMPANY	279.79	POD Sign Repair
A & G ELECTRIC COMPANY	623.44	Non-working Lot Lights-100 W. 4th St.
ACCURATE ANALYTICAL TESTING	18.00	2532 Broadway Dust Wipes LHH21 Shipping
ACCURATE ANALYTICAL TESTING	16.00	340 Lowell LHH21 Dust Wipes Shipping
ACCURATE ANALYTICAL TESTING	130.00	Kaufmann/Jefferson Dust Wipes
ADDOCO INC	800.00	MULCH FOR GREENHOUSE AREAS
ADVANCE DESIGNS	21.00	CITY OF DUBUQUE LOGO SCREEN PRINT FEE
AECOM TECHNICAL SERVICES INC	30,591.83	B2E2 (705) RAISE Planning Grant Design Services
AHMANN'S LAWN CARE INC	130.00	LAWN CARE AT MCGRAW HILL
AIRGAS USA LLC	10.08	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	2.48	Liquid Oxygen - FY25
AIRGAS USA LLC	2.48	Large Argon Tank Rental 10/1 - 10/31/24
AIRGAS USA LLC	4.96	Small Acetylene and Oxygen Tank Rentals 10/1-10/31
AIRGAS USA LLC	2,858.64	FY25 BLANKET PO - CO2 FOR WATER TREATMENT PROCESS
AIRGAS USA LLC	47.10	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	2,599.90	Airgas Tank & Vaporizer Rental - FY25
AJGX3	1,128.00	Operations/Maintenance Uniforms
ALL SEASONS HEATING & COOLING	955.75	BUNKER HILL BOILER NOT FIRING UP
ALLIANT ENERGY	135.62	Energy Costs for Various Locations
ALLIANT ENERGY	2,889.92	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	139.44	Energy Costs for Various Locations
ALLIANT ENERGY	21.12	Energy Costs for Various Locations
ALLIANT ENERGY	1,478.09	Energy Costs for Various Locations
ALLIANT ENERGY	5,185.65	Energy Costs for Various Locations
ALLIANT ENERGY	34.54	Energy Costs for Various Locations
ALLIANT ENERGY	287.78	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	30.65	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	28.73	Energy Costs for Various Locations
ALLIANT ENERGY	3,094.46	Energy Costs for Various Locations
ALLIANT ENERGY	36.12	Energy Costs for Various Locations
ALLIANT ENERGY	67.01	Energy Costs for Various Locations
ALLIANT ENERGY	23.45	Energy Costs for Various Locations
ALLIANT ENERGY	12,880.69	Energy Costs for Various Locations
AMERICAN LEGION POST 6	475.91	HDQ-6 US 5 x 9 1/2 US Flags
AMERICAN POLICE CANINE ASSOCIATION	75.00	APCA Membership Annual Dues-Meyer
AT&T Mobility National Accounts, LLC	1,335.51	OCTOBER 2024 PHONE-IPAD FEES
AT&T Mobility National Accounts, LLC	2,936.18	Public Works First Net Monthly Charges
AT&T Mobility National Accounts, LLC	1,280.04	PHONES-IPADS PARKS-SEPT 29-OCT 28, 2024
AV FUEL	20,528.36	Aviation fuel for resale
AV FUEL	20,703.20	Aviation fuel for resale
AV FUEL	20,827.83	Aviation fuel for resale
BAILEY A KEIMIG-GEHRKE	120.00	ILA Conference Per Diem Reimbursement - not drivin
BAKER & TAYLOR CO BOOKS	584.30	Library materials for the adult collection
Banner Fire Equipment Inc	632.40	Engine 506-Febricate Custom Fixed Shelf
BIG A AUTO PARTS & SERVICE	129.95	unit 2618 front end alignment
BLACK HILLS/IOWA GAS UTILITY CO	87.10	DMASWA 09/24/24-10/24/24
BLACK HILLS/IOWA GAS UTILITY CO	56.00	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	321.84	FY25 INTERMODAL GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	52.15	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	207.34	FY25 JOTC GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	62.29	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	89.23	Locust Ramp Electricity FY25
BLACKHAWK AUTOMATIC SPRINKLERS INC	273.00	ANNUAL FIRE SPRINKLER INSPECTION
BLACKSTONE AUDIO BOOKS	43.44	Adult CD Audio Books 7/1/24 to 6/30/25
BLACKSTONE AUDIO BOOKS	38.94	Adult CD Audio Books 7/1/24 to 6/30/25
BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
CARRICO AQUATIC RESOURCES INC	2,146.08	POOL MACHINE/EQUIPMENT REPAIRS

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CHARLES A SINGLETON	240.00	Basketball Referee
CHEMSEARCH	169.95	Bld #75 - Lower Loop
CHEMSEARCH	375.00	Bld #80 - (Admin) - Two Loops
CHEMSEARCH	319.49	Bld #75 - Upper Loop
CHEMSEARCH	265.00	Torrent Agreement - Parts Washer -Bld#90 - Oct 24
CHEM-SULT INC	1,308.06	Polymer for Water Plant Treatment
CINTAS CORP	58.53	Cleaning Supplies / Mats - Intermodal facility
CINTAS CORP	16.84	Various Maintenance - FY25
CINTAS CORP	51.00	Various Maintenance - FY25
CINTAS CORP	193.69	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	17.22	Various Maintenance - FY25
CINTAS CORP	52.24	Various Maintenance - FY25
CINTAS CORP	35.00	Mats, Cloths, shop towels JOTC FY25
CINTAS CORP	259.87	Rugs/Towels for the WRRRC-FY25
CINTAS CORP	208.14	Cintas Ramp Rugs FY25
CINTAS CORP	212.90	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	194.11	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	289.13	Mats, Cloths, shop towels JOTC FY25
CINTAS CORP	35.00	Janitorial Supplies- BHGC
CINTAS FIRST AID & SAFETY	152.57	First Aid Supplies-WRRRC - FY25
CINTAS FIRST AID & SAFETY	22.11	Replenish Safety Supplies Garage
CINTAS FIRST AID & SAFETY	62.98	FY2025 BLANKET PO - FIRST AID SUPPLIES
SUN TRAIL RUNNING LLC	300.00	DEPOSIT REFUND SE24-010
JULIEN DUBUQUE INTERNATIONAL FILM FESTIVAL	50.00	SE24-106 DEPOSIT REFUND
City of Des Moines	38,507.81	Liquid Hauled Waste from Excess Flow Tank-Aug 24
CivicPlus LLC	29,918.25	CivicPlus license and service agreement
CivicPlus LLC	6,745.85	Monsido for a one-year subscription to its Website
COMMUNICATIONS ENGINEERING CO	218.00	Semi-Annual Fire Protection Inspection- POD Marina
COMMUNICATIONS ENGINEERING CO	6,560.65	Cabinet and network equipment for WRRRC Building 70
CONSTELLATION NEW ENERGY GAS DIV	992.44	FY2025 BLANKET PO - GAS COSTS
CONSTELLATION NEW ENERGY GAS DIV	93.43	GAS BILL FOR 2241 LINCOLN
CRAWFORD HEATING AND COOLING CO INC	322.00	FY25 Backflow/Wet Sprinkle - JOTC
DAVIS & STANTON INC	760.00	Award Pins for Recognition Banquet
DENISE C BLAKELEY-IHRIG	2,899.06	FY2025 BLANKET PO - CONSULTANT SERVICES
Dinges Partners Group	4,740.00	20 Sets of Turn Out Gear
Dinges Partners Group	470.49	Safety Vests
District 20 Supply Co	627.00	New TAC member uniforms
DITTMER RECYCLING INC	105.00	FY2025 BLANKET PO - TRASH AND RECYCLING CHARGES
DITTMER RECYCLING INC	430.51	Landfill Fees - 20 yrd/2 yrd - FY25
Drive Line & Company, Inc.	347.76	unit 1905 weld and machine flapper valve
Drive Line & Company, Inc.	350.67	unit 3256 drive shaft service
DUANE F ROLING	210.00	Basketball Referee
DUBUQUE COUNTY HISTORICAL SOCIETY	187.24	FY2025 Franchise Fees
DUBUQUE COUNTY HISTORICAL SOCIETY	1,856.27	FY2025 Franchise Fees
DUBUQUE COUNTY HISTORICAL SOCIETY	147.30	FY2025 Franchise Fees
DUBUQUE COUNTY HISTORICAL SOCIETY	1,338.54	FY2025 Franchise Fees
DUBUQUE COUNTY SHERIFF	8,150.00	Rave Mobile Safety - Smart 911
DUBUQUE HOSE & HYDRAULICS	15.67	unit 1807 3/4" BRASS HOSE BARB TEE SPLICER FORGED
DUBUQUE HOSE & HYDRAULICS	41.84	unit 2500 weatherhead, hose end, crimp
DUBUQUE HOSE & HYDRAULICS	20.36	unit 2683 valve, ball and nipple
DUBUQUE HOSE & HYDRAULICS	8.07	unit 3409 bolts
DUBUQUE HOSE & HYDRAULICS	178.58	unit 3219 hoses and crimp socket
DUBUQUE HOSE & HYDRAULICS	1.09	shop use gasket
DUBUQUE SIGN COMPANY	56.50	DECALS FOR EQUIPMENT
DUBUQUE SIGN COMPANY	1,568.00	Locust St Ramp Signage
DUBUQUE SIGN COMPANY	51.35	DECALS FOR EQUIPMENT
DUBUQUE VISITING NURSE ASSOCIATION	1,397.75	VNA LHH21 October 2024
DUBUQUE VISITING NURSE ASSOCIATION	734.67	VNA HH October 24 Billing
EASTERN IOWA EXCAV & CONCRETE LLC	16,175.00	JFK W 32nd Street Intersection Improvement Project
ECOLANE USA INC	1,500.00	SOFTWARE SMS MESSAGES
ELLIOTT EQUIPMENT COMPANY	62,950.00	MOWER FOR PARKS DEPT

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ELLIOTT EQUIPMENT COMPANY	3,515.76	unit 4002 parts
ELLIOTT EQUIPMENT COMPANY	1,387.09	unit 4002 gutter broom motor
ELLIOTT EQUIPMENT COMPANY	1,043.39	stock hydraulic gutter broom motor
ERYKA D COOK	90.00	Self Defense classes
EUROFINS ENV TESTING NORTH CENTRAL	239.35	NPDES - 10/16/24
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 10/23/24
EUROFINS ENV TESTING NORTH CENTRAL	212.60	WW Industry Testing - 10/23/24
EUROFINS ENV TESTING NORTH CENTRAL	75.64	Simmons - Oil & Grease testing - 10/30/24
EXPRESS EMPLOYMENT PROFESSIONALS	2,569.60	I389-Sanitation Workers 08/18
EXPRESS EMPLOYMENT PROFESSIONALS	2,441.12	I389-Sanitation Workers 10/27/24
FAST LANE MOTOR PARTS LLC	195.95	JOTC shop supplies
FEDEX	10.91	Fed X Shipping Fee-Lead and Copper Water Sample
FEHR-GRAHAM & ASSOCIATES LLC	964.00	Tamarack Sanitary Sewer Extension
FEHR-GRAHAM & ASSOCIATES LLC	2,500.00	Tamarack Sanitary Sewer Extension
FEHR-GRAHAM & ASSOCIATES LLC	6,458.05	Tamarack Sanitary Sewer Extension
Forward Investments Group LLC	55,000.00	1047-1049 Bluff
FOTH INFRASTRUCTURE & ENVIRO LLC	5,434.83	Install PV System Construction-AIP #77
FRONTIER PRECISION, INC.	248.49	DroneTag - Beacon - Detectable for all Air Traffic
GALLS LLC	164.19	Tac Pants for Tac Team
GANSEN EXCAVATING INC	1,885.00	Replace sewer pipe near 728 Wilson
GEISLER BROTHERS COMPANY	1,491.25	QUARTERLY PM CHECKS PORT OF DUBUQUE FY25
GEISLER BROTHERS COMPANY	1,491.25	QUARTERLY PM CHECKS PORT OF DUBUQUE FY25
GILLIG LLC	272.96	stock external speakers
GILLIG LLC	945.13	unit 2682 pump and gasket
GILLIG LLC	354.68	unit 2693 valve
GOLDEN RULE CREATIONS INC	1,402.08	Patches and Badges for Uniforms
GRAYMONT WESTERN LIME INC	5,096.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,224.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,226.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GREEN VALLEY LANDSCAPING LLC	3,000.00	2151 South Bend Dr - Aerator & Compost
GREEN VALLEY LANDSCAPING LLC	2,800.00	End of Rosemont, Storm Water Basin-Mowing
HAWKINS INC	8,732.88	SODIUM HYPOCHLORITE(CHLORINE) FOR WATER TREATMENT
HDR ENGINEERING INC	5,326.26	PFAS Pilot HDR Task Order #21
HDR ENGINEERING INC	9,046.53	DMA SWA TO 20 - Horiz Exp Permitting
HDR ENGINEERING INC	17,926.44	FY2025 Annual Services
HODGE COMPANY	8,392.84	November Lease Payment for 7900 Chav.
HOYNE LANDSCAPING & SNOW PLOWING	636.23	1" CLEAN STONE FOR CAMPGROUNDS
HOYNE LANDSCAPING & SNOW PLOWING	1,283.74	1" CLEAN STONE FOR CAMPGROUNDS
HYGIENIC LABORATORY	32.50	Lead/Copper Test fees
INFORMATION TODAY INC	493.03	Book Trade Almanac & Literary Marketplace
INGRAM LIBRARY SERVICES INC.	954.80	Library books for adult collection for patrons
INGRAM LIBRARY SERVICES INC.	1,419.52	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	92.84	Teen Young Adult Print Materials for collection
INTERSTATE POWER SYSTEMS INC	42,368.99	unit 3471 turbo service
IOWA DEPARTMENT OF AGRICULTURE	15.00	PESTICIDE LICENSE/APPLICATOR RENEWAL -2025
IOWA DEPARTMENT OF AGRICULTURE	45.00	PESTICIDE LICENSE/APPLICATOR RENEWAL -2025
IOWA DEPARTMENT OF HUMAN SERVICES	34,321.15	GEMT Claims for December 2024
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA POETRY ASSOCIATION	12.75	Lyrical Iowa annual publication
IPS Grou Inc	36.96	Locust Ramp Kiosk CC Transaction and Gateway Fees
J & R SUPPLY COMPANY	255.00	Pebble Cove - Detent. Basin Maint
J & R SUPPLY COMPANY	7,042.00	Materials for Emerg. San. Repair-Keystone
JAEGER PLUMBING & PUMP INC	320.69	JOTC bathroom repair
JA-MAR PATTERN INC	1,200.00	PART TO REPAIR SLUDGE PLANT HOPPER GATE
JAMES J GRAVES	165.00	Remove and Add Decals/Lettering 1828
JAMES J GRAVES	4,200.00	Remove and Add Decals/Lettering 1828
Johannan J Frost	90.00	Basketball Referee
JON W DIENST	199.87	Travel Reimb - APWA Fall Conf-IA Chapter
Karl Chevrolet Inc	49,905.20	2-2024 Chevrolet Tahoe 4WD 4 dr Vehicles for Staff
Karl Chevrolet Inc	49,905.20	2-2024 Chevrolet Tahoe 4WD 4 dr Vehicles for Staff

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
KENNETH J WELTER	90.00	Basketball Referee
KILBURG EQUIPMENT LLC	1,592.48	unit 4009 suction hose
KRAEMERS WATER STORE INC	44.95	Bottled Water Service for the Landfill
KRAEMERS WATER STORE INC	64.95	Bottled Water Service for the Landfill
LANGE SIGN GROUP	783.60	Intermodal Ramp RepairMessage Center
Leibold Irrigation, Inc.	1,958.04	IRRIGATION CONTROLLER MAINTENANCE
Life Wave Communication Inc	73,965.00	Fiber Splicing - Annex Bldg to Water Tank Bldg-Pen
Life-Assist, Inc	165.36	Sodium Chloride for Ambulances
LIME ROCK SPRINGS CO	20.10	BEVERAGES THROUGH JUNE 2025
LINK HYDRAULIC & SUPPLY	73,928.87	Replacement of Truck 4912
LINK HYDRAULIC & SUPPLY	73,928.87	Replacement of Truck 4913
LINK HYDRAULIC & SUPPLY	32.54	unit 2705 oval red light
Luke Rupp	85.00	Partial Reimbursement for Work Boots
MACQUEEN EQUIPMENT GROUP	494.48	ST2-MSA G1 Lithium Battery
MANDERS INC	2,805.00	3rd & Main - Safety Repairs to Chamber Ext Patio
Marcus Leitzen	79.72	Gas from Academy for new officers
MARTIN EQUIPMENT OF IL INC	8,617.55	unit 3453 seals, o-rings, snap rings, guards, bush
MARTIN EQUIPMENT OF IL INC	2,150.00	Wacker tamper (streets)
MARTIN EQUIPMENT OF IL INC	141.23	unit 3453 loctite, sealant, clamp
MARTIN EQUIPMENT OF IL INC	37.78	unit 3453 cap screw
MARTIN EQUIPMENT OF IL INC	303.40	unit 3467 code service
MICHAEL C VAN MILLIGEN	2,219.30	9/20 ICMA Annual Conf_Pittsburgh PA_MVM
MICHAEL W WEIKERT JR	882.00	Collection and proper disposal of appliances
MIDWEST ALARM SERVICES INC	1,119.24	Intermodal Alarm monitor and Sprinkler inspection
MIDWEST ALARM SERVICES INC	2,463.00	POD Ramp Alarm monitor and Sprinkler inspection
MIDWEST ALARM SERVICES INC	40.00	Five Flags Service extinguisher replacement
MIDWEST ALARM SERVICES INC	160.00	5th St Ramp Extinguisher replacement
MIDWEST ALARM SERVICES INC	50.00	Central Ramp Portable Fire Extinguisher replacemen
MIDWEST ALARM SERVICES INC	50.00	Intermodal Ramp Portable Extinguisher Replacement
MIDWEST ALARM SERVICES INC	669.18	Intermodal Facility Fire Extinguishers
MIDWEST ALARM SERVICES INC	50.00	Iowa Ramp Portable Extinguisher replacement
MIDWEST ALARM SERVICES INC	225.00	Locust Ramp Portable Fire Extinguisher replacemet
MIDWEST CONCRETE INC	1,425.00	2024 ADA Sidewalk Curb Ramp Project One
MIDWEST CONCRETE INC	1,248.72	2024 ADA Sidewalk Curb Ramp Project Two
MIDWEST TAPE LLC	775.94	DVD, BluRay and CD Audio for adult collection
MIDWEST TAPE LLC	727.27	DVD, BluRay and CD Audio for adult collection
MIKE FINNIN FORD LLC	178.83	STOCK wiper blade assemblies
MIKE FINNIN FORD LLC	39.74	STOCK wiper blade assemblies
MIKE FINNIN FORD LLC	(79.48)	STOCK wiper blade assemblies
MIKE FINNIN FORD LLC	39.74	STOCK wiper blade assemblies
MILLWORK HOTEL ASSOCIATES LLC	750.15	1403 Rhomberg LHH21 Relocation
MIRACLE CAR WASH CORP	19.63	PATROL TRUCKS WASHED-OCT 2024
MIRACLE CAR WASH CORP	125.46	FY25 Miracle Car Wash Corp
MIRACLE EXPRESS INC	13.94	FY25 Miracle Express Car
Miranda Onofre	21.98	Mileage Reimbursement
MOLO OIL COMPANY	81,293.16	FUEL FOR CITY VEHICLES 08/20/2024 - 09/19/2024
MOLO OIL COMPANY	6,320.80	FUEL FOR CITY VEHICLES 08/20/2024 - 09/19/2024
MORRISON BROTHERS CO	639.00	Summit St. San. Sewer Manhole-Custom
MSA PROFESSIONAL SERVICES INC	195.00	PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION
MULGREW OIL COMPANY	903.84	FUEL FOR BHGC
MULGREW OIL COMPANY	371.20	FUEL FOR BHGC
MULGREW OIL COMPANY	549.78	FUEL FOR BHGC
MULGREW OIL COMPANY	434.93	FUEL FOR BHGC
MULGREW OIL COMPANY	(94.34)	FUEL FOR BHGC
MUNICIPAL COLLECTIONS OF AMERICA IN	2,522.09	Ambulance Collection Fees
Musco Corporation	950.00	CONTROL LINK SERVICE FEES-COMISKEY
NICHOLS CONTROLS & SUPPLY	115.80	Furnace Filters - Intermodal
NIELAND REFRIGERATION	150.00	COOLER INSPECTION
NORLAB INC	1,124.00	Sewer liquid powder tracing dye
NUTRI JECT SYSTEMS INC	9,100.00	Biosolids Agreement - FY25 - Storage
NUTRI JECT SYSTEMS INC	14,537.12	Biosolids Agreement - FY25 - Hauling

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ONMEDIA	3,350.00	Denver Air Conn Marketing - New service ORD-DBQ
O'REILLY AUTOMOTIVE INC	(44.00)	UNIT 2683 battery and core charge
O'REILLY AUTOMOTIVE INC	102.98	unit 2617 brackted cal & core charge
O'REILLY AUTOMOTIVE INC	65.93	unit 2614 brake pads
ORIGIN DESIGN CO	894.00	DBQ WATER SYSTEM MODELING - BAKERY RELOCATION
ORIGIN DESIGN CO	4,836.25	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
ORIGIN DESIGN CO	3,232.50	Professional Services- Lead Svc Line Repl. Proj.
ORIGIN DESIGN CO	9,685.27	Kerper Lift Station Consulting Engineering
ORKIN LLC	6.00	FY25 PEST CONTROL INTERMODAL
ORKIN LLC	130.99	FY25 PEST CONTROL JOTC
OVERHEAD DOOR COMPANY	292.88	ST2-Overhead Door Maintenance
OVERHEAD DOOR COMPANY	488.30	POD Ramp Service
PAMELA J CONNOLLY	252.00	Fall 2024 Fast Kidz
PASSPORT LABS INC	1,630.75	Passport Parking Meter App FY25
Patrick Quarnstrom	150.00	Basketball Referee
PETDATA	4,212.30	Pet Data Fees 2025
Peterbilt of Wisconsin	1,779.80	stock drum brake
PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
Pirc Tobin Construction Inc	22,382.51	General Storm Water Maintenance Repairs
QUEEN B RADIO WISCONSIN INC	352.00	Denver Air Conn Marketing - New service ORD-DBQ
QUEEN B RADIO WISCONSIN INC	224.00	Denver Air Conn Marketing - New service ORD-DBQ
RACOM CORPORATION	1,650.00	5th St Ramp Labor service
RACOM CORPORATION	72.80	Intenal Cup Holder
RACOM CORPORATION	755.00	unit 540004 radio installation
RACOM CORPORATION	4,974.33	Engine 506-Docking Station w/power supply for Toug
RACOM CORPORATION	320.00	Speaker mic replacement on portable radio
Restoration & Renovation Services, LLC	111,446.69	Locust Street Parking Ramp Repair
RILCO, Inc	866.00	Def Bulk
RIVER CITY STONE	110.63	JUL-DEC Various Stone
RIVER CITY STONE	221.68	JUL-DEC Various Stone
RIVER CITY STONE	54.93	3/4" STONE FOR MOWER ROUTE AREAS
RIVER CITY STONE	1,107.60	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
ROEDER OUTDOOR POWER EQUIPMENT	631.07	stock cameras
RTN Publishing Company	540.00	Denver Air Conn Marketing - New service ORD-DBQ
SADLER POWER TRAIN INC	795.92	stock heavy duty led beacon
SADLER POWER TRAIN INC	265.20	STOCK SHELL SONTAX GREASE TUBES
SADLER POWER TRAIN INC	16.10	unit 2683 knob
SADLER POWER TRAIN INC	46.43	stock double check valve
SADLER POWER TRAIN INC	92.36	stock scotseal and gasket
SADLER POWER TRAIN INC	1,089.82	unit 3201 box vibrator
SCHIMBERG COMPANY	7,495.81	SWIVEL JOINT TO REPLACE CURRENT FAILED JOINT
SCOTT G SCHLICHT	424.80	NeoGov Conf. Per Diem
SENIOR HIGH SCHOOL	250.00	Dubuque Senior High School Madrigal Performers 12/
Sewer AI Corporation	10.00	AUTOCODE PACP, LACP, & MACP Services-Pay as you Go
SHANE C HOEPER	364.94	Travel reimbursement for Shane Hoeper
SHELTERED WINGS INC	494.97	SPARC AR Red Dot
SHERILL INC	268.65	TREE RIGGING EQUIPMENT AND SUPPLIES
SHERILL INC	510.19	TREE RIGGING EQUIPMENT AND SUPPLIES
SPAHN & ROSE LUMBER	113.24	unit 3252 treated boards
SPX CORPORATION	2,325.00	Genfare Probe for Vault
STANARD AND ASSOCIATES INC	373.00	police officer testing materials/test certificates
STEEL MART	80.00	unit 130005 square tube
STEEL MART	465.68	unit 3252 aluminum things
STEFFEN LAWN & SNOW	521.00	LAWN MOWING FOR 2024-2025
STRAND ASSOCIATES INC	25,772.86	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	14,743.12	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	29,985.00	Terminal St Pumping Station - 1154.105
STRAND ASSOCIATES INC	17,430.00	Terminal St Pumping Station - 1154.105
SUSTAINABLE STRATEGIES DC	6,750.00	Strategic Funding Services - Grant Writing
TEMPERLEY EXCAVATING INC	3,400.25	690 32nd St - Clean Ditch/Rip Rap
TEMPERLEY EXCAVATING INC	2,965.03	Olympic Heights - Clean Ditch/Rip Rap

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
TERRACON	7,000.00	ENGINEERING SVCS - REGULATORY COMPLIANCE VIOLATION
THE FISCHER COMPANIES	80.00	parking fees/RC030811/IH/scan folder
THE FISCHER COMPANIES	40.00	Parking Spot-Media Services
THE FISCHER COMPANIES	80.00	NOV EHR FY25 Parking - 2 spaces 61 & 62
THEISENS INC	67.49	Tranist Uniform shoes
THERMO KING QUAD CITIES INC	671.56	UNIT 1916 compressor
THOMPSON TIRE & RETREAD	1,042.19	unit 3401 wheel service
THOMPSON TIRE & RETREAD	185.00	unit 3209 flat repair
THOMPSON TIRE & RETREAD	5,668.02	units 2500/2501/2502/2503/2504 tires
THOMPSON TIRE & RETREAD	75.00	stock Jule buses
THOMPSON TIRE & RETREAD	2,685.76	unit 3407 wheel/tire svc
THOMPSON TIRE & RETREAD	2,673.16	unit 540006 wheel/tire svc
THOMPSON TRUCK & TRAILER INC	33.28	unit 4009 cap radiator surge tan
THOMPSON TRUCK & TRAILER INC	172.80	unit 1903 retractor
THOMPSON TRUCK & TRAILER INC	662.24	unit 3409 kits and gaskets
THOMPSON TRUCK & TRAILER INC	43.05	unit 3409 drain hose and clamp
THOMPSON TRUCK & TRAILER INC	345.69	unit 3408 cables
THOMPSON TRUCK & TRAILER INC	442.62	stock heater blower
THOMSON REUTERS - WEST	456.00	Iowa Rules of Court
THREE RIVERS FS INC	369.80	Diesel exhaust fluid bulk LF 28 OCT 2024
THREE RIVERS FS INC	65.48	LF LP Gas 33 # Cylinder
TIMOTHY J WITTSTOCK	99.00	Glove order for patrol
TM Inc	330.00	Mail Courier Service
TOWNSQUARE MEDIA LLC	1,124.00	Marketing for Denver Air new service
TOWNSQUARE MEDIA LLC	248.00	Marketing for Denver Air new service
Toys for Trucks Inc	600.00	unit 1705 undercoat
Toys for Trucks Inc	600.00	unit 1704 undercoat
Toys for Trucks Inc	600.00	unit 2564 undercoat
Toys for Trucks Inc	600.00	unit 2566 undercoat
Toys for Trucks Inc	800.00	unit 2565 undercoat
Toys for Trucks Inc	800.00	unit 1702 undercoat
Toys for Trucks Inc	800.00	unit 1710 undercoat
Toys for Trucks Inc	800.00	unit 2562 undercoat
TRAPEZE SOFTWARE GROUP INC	8,660.00	Trapeze Hardware - Tboxes qty 2
TRI STATE QUALITY METALS	255.00	CUSTOM MANHOLE COVER FOR EPP
TRUCK EQUIPMENT INC	3,780.00	stock/4008 gutter broom
TRUGREEN LIMITED PARTNERSHIP	162.42	FY25: Fed Bldg - Lawn Care Services
TSCHIGGFRIE EXCAVATING	22,587.61	CONCRETE PATCH DUE TO WATER MAIN BREAK
UNIFORM DEN	54.87	Kaiser-Fleece Pullover, Denlinger-Polo
UNIFORM DEN	116.85	Kaiser-Fleece Pullover, Denlinger-Polo
UNION HOERMANN PRESS	498.00	Your City Your Voice Brochure
UNION HOERMANN PRESS	2,933.60	November/December 2024 City News
UNIVERSITY OF DUBUQUE	6,250.00	UNIVERISTY DBQ STEWARD & SUSTAIN COORD
UNIVERSITY OF WISCONSIN PLATTEVILLE	50.00	Career Fair fee
Valentine Construction Co LLC	124,013.51	2024 ADA Sidewalk Curb Ramp Project Three
VERIZON WIRELESS SERVICES LLC	100.10	Fixed Route Signs Data
VERIZON WIRELESS SERVICES LLC	392.21	Fixed Route Rangers Data
VERIZON WIRELESS SERVICES LLC	413.41	Staff cell phones and data for surface tablets
Vidl Solutions, Inc	24,550.00	CC Goal-Organizational Culture Continuous Improvem
WELU PRINTING COMPANY	149.84	Rack cards for new Denver Air Service DBQ/ORD
WELU PRINTING COMPANY	134.74	Business Cards - Mikaela, Adam, Larry, Devin
WESTPHAL & COMPANY, INC	11,560.00	Equipment and labor for fiber termination at old-m
WESTPHAL & COMPANY, INC	6,510.00	Install CAT6 Data Drops for PPC
WHKS AND COMPANY	885.00	Iowa St Ramp-Emergency Repairs
William Arndt	180.00	Basketball Referee
William Yeo	12.00	Parking for Court in Cedar Rapids
ZEPHYR ALUMINUM PRODUCTS	862.31	Five Flags Replace 1 CL Temp IG in C. Wall
	<u>\$ 1,604,790.17</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1011493	11/13/2024	3M	\$ 2,282.55	3M Graphic Film
1011493	11/13/2024	3M	1,353.24	3M ElectroCut Film 1177C Green
250400033	10/31/2024	7G DISTRIBUTING LLC	381.30	Alcohol Charges for Bunker Hill
250400034	10/31/2024	7G DISTRIBUTING LLC	96.05	Alcohol Charges for Bunker Hill
1011464	11/13/2024	A & G ELECTRIC COMPANY	8,900.25	Fuel Tank Relocation
1011464	11/13/2024	A & G ELECTRIC COMPANY	2,762.00	Hookup of Hazard Shed
1011521	11/13/2024	ACCURATE ANALYTICAL TESTING	154.00	Dust Wipes LHH21 10/29-10/30
1011521	11/13/2024	ACCURATE ANALYTICAL TESTING	169.00	Providence/Lincoln Dust Wipes LHH21
1011521	11/13/2024	ACCURATE ANALYTICAL TESTING	164.00	Broadway/Lowell LHH21 Dust Wipes
515577	11/13/2024	ACUSHNET CO	75.00	Pro Shop Specialty Items
515578	11/13/2024	ALLIANT ENERGY	50.94	Energy Costs for Various Locations
515578	11/13/2024	ALLIANT ENERGY	1,233.58	Energy Costs for Various Locations
515578	11/13/2024	ALLIANT ENERGY	78.70	Energy Costs for Various Locations
515578	11/13/2024	ALLIANT ENERGY	28.90	Energy Costs for Various Locations
515578	11/13/2024	ALLIANT ENERGY	30.03	Energy Costs for Various Locations
515578	11/13/2024	ALLIANT ENERGY	91.69	ELECTRIC BILLS FOR FY25
515578	11/13/2024	ALLIANT ENERGY	252.74	ELECTRIC BILLS FOR FY25
515578	11/13/2024	ALLIANT ENERGY	67,929.67	FY2025 BLANKET PO - ELECTRICITY COSTS
515578	11/13/2024	ALLIANT ENERGY	21.63	2820 Brunswick St.-Alliant Energy (City Owned)
515578	11/13/2024	ALLIANT ENERGY	32.81	514 Angella St - Alliant Energy (City Owned)
515578	11/13/2024	ALLIANT ENERGY	65.04	ELECTRIC BILLS FOR FY25
515578	11/13/2024	ALLIANT ENERGY	22.47	Alliant 0539621000 12th Bluff Lot FY25
515578	11/13/2024	ALLIANT ENERGY	2,228.24	0557811000 PORT RAMP FY25
515578	11/13/2024	ALLIANT ENERGY	585.81	0557811000 PORT RAMP FY25
515578	11/13/2024	ALLIANT ENERGY	1,793.28	Alliant 1406331000 Intermodal Ramp FY25
515578	11/13/2024	ALLIANT ENERGY	1,983.25	Alliant 1522511000 5th St Ramp FY25
515578	11/13/2024	ALLIANT ENERGY	113.89	Alliant 6477860931 12th Elm Lot FY25
1011465	11/13/2024	ALTORFER INC	1,391.00	Ice Harbor generator LVL 2 service 10/10/24
1011530	11/13/2024	Anne Marie Greenwood	94.67	Mileage Reimbursement
1011530	11/13/2024	Anne Marie Greenwood	160.00	Travel Reimbursement
1011478	11/13/2024	AssuredPartners Capital Inc	97,663.00	Builders Risk for Old Mill Lift Station
515613	11/13/2024	AT&T Mobility National Accounts, LLC	3,030.19	Cellular Service for Department
515604	11/13/2024	AUTOMOTIVE ENTERPRISES (AIH)	29.72	FY2025 Franchise Fees
515604	11/13/2024	AUTOMOTIVE ENTERPRISES (AIH)	279.07	FY2025 Franchise Fees
1011467	11/13/2024	AV FUEL	20,118.42	Aviation fuel for resale
1011468	11/13/2024	B & H FOTO & ELECTRONICS CORP	4,924.80	Hard drives for NVR Raid Arrays
1011469	11/13/2024	BAKER & TAYLOR CO BOOKS	709.38	Library materials for the adult collection
1011469	11/13/2024	BAKER & TAYLOR CO BOOKS	1,523.52	Library materials for the adult collection
1011459	11/6/2024	BARD MATERIALS CENTRAL	1,091.30	Various Concrete Products
1011459	11/6/2024	BARD MATERIALS CENTRAL	1,870.80	Various Concrete Products
1011459	11/6/2024	BARD MATERIALS CENTRAL	1,892.85	Various Concrete Products
1011459	11/6/2024	BARD MATERIALS CENTRAL	2,594.40	Various Concrete Products
1011459	11/6/2024	BARD MATERIALS CENTRAL	1,086.08	Various Concrete Products
1011459	11/6/2024	BARD MATERIALS CENTRAL	2,962.10	Various Concrete Products
1011459	11/6/2024	BARD MATERIALS CENTRAL	1,548.10	Various Concrete Products
1011459	11/6/2024	BARD MATERIALS CENTRAL	2,654.86	Various Concrete Products
1011459	11/6/2024	BARD MATERIALS CENTRAL	2,272.15	Various Concrete Products
1011540	11/13/2024	BARD MATERIALS CENTRAL	2,163.42	Supplies for terminal landscaping
1011460	11/6/2024	BAY SCAN TECHNOLOGIES	411.31	TSC Thermal Transfer Label Printer for barcodes
1011541	11/13/2024	BAY SCAN TECHNOLOGIES	411.33	Epson TM-L930 Restick Printer
515580	11/13/2024	BIECHLER ELECTRIC INC	2,756.90	SERVICE AT EPP
515581	11/13/2024	BIG A AUTO PARTS & SERVICE	140.35	Unit 1824 Alignment service
1011466	11/13/2024	BLACK HILLS/IOWA GAS UTILITY CO	37.76	NATURAL GAS FOR FY25
1011466	11/13/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.89	NATURAL GAS FOR FY25
1011466	11/13/2024	BLACK HILLS/IOWA GAS UTILITY CO	38.39	NATURAL GAS FOR FY25
1011466	11/13/2024	BLACK HILLS/IOWA GAS UTILITY CO	37.76	NATURAL GAS FOR FY25
1011466	11/13/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.89	NATURAL GAS FOR FY25
1011466	11/13/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.89	NATURAL GAS FOR FY25
1011466	11/13/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	FY2025 BLANKET PO - GAS COSTS
1011466	11/13/2024	BLACK HILLS/IOWA GAS UTILITY CO	39.01	FY2025 BLANKET PO - GAS COSTS
1011466	11/13/2024	BLACK HILLS/IOWA GAS UTILITY CO	39.01	FY2025 BLANKET PO - GAS COSTS
1011466	11/13/2024	BLACK HILLS/IOWA GAS UTILITY CO	28.17	821 Garfield - Black Hills Energy (City Owned)
1011466	11/13/2024	BLACK HILLS/IOWA GAS UTILITY CO	21.33	2820 Brunswick-Black Hills Energy (City Owned)
1011470	11/13/2024	BLACKSTONE AUDIO BOOKS	43.45	Adult CD Audio Books 7/1/24 to 6/30/25
1011470	11/13/2024	BLACKSTONE AUDIO BOOKS	43.45	Adult CD Audio Books 7/1/24 to 6/30/25
1011470	11/13/2024	BLACKSTONE AUDIO BOOKS	172.77	Adult CD Audio Books 7/1/24 to 6/30/25
250400036	10/31/2024	BLUEFIN PAYMENT SYSTEMS LLC	982.50	Monthly Fees
1011528	11/13/2024	BluePath Finance FC IV LLC	1,185.36	UTILITY EXPENSE - ELECTRICITY
515615	11/13/2024	Book Farm LLC	3,871.96	Childrens books for collection
1011512	11/13/2024	BRIAN S FELDOTT	139.33	Mileage Reimbursement
515610	11/13/2024	BRUNE ENTERPRISES LLC	3,235.00	Lawn Mowing Services - FY24
1011547	11/13/2024	CAPITAL SANITARY	173.31	Janitorial Supplies
1011463	11/6/2024	CAPITAL SANITARY	39.32	JANITORIAL SUPPLIES FOR PARKS
1011463	11/6/2024	CAPITAL SANITARY	101.71	Janitorial Supplies - Intermodal
1011463	11/6/2024	CAPITAL SANITARY	104.34	Janitorial Supplies - JOTC building
1011463	11/6/2024	CAPITAL SANITARY	109.40	MISC supplies- BHGC
1011547	11/13/2024	CAPITAL SANITARY	1,091.37	Paper towels, toilet paper, hand soap for RR
1011547	11/13/2024	CAPITAL SANITARY	109.83	ST2-Janitorial Supplies
1011547	11/13/2024	CAPITAL SANITARY	53.74	ST2-Janitorial Supplies
1011547	11/13/2024	CAPITAL SANITARY	282.31	FBO/Admin Custodial supplies

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1011479	11/13/2024	CENGAGE LEARNING INC	26.39	Adult large print books - materials
1011479	11/13/2024	CENGAGE LEARNING INC	30.39	Adult large print books - materials
1011497	11/13/2024	CHRISTOPHER J LESTER	52.53	OCTOBER 2024 MILEAGE FOR CHRIS LESTER
1011471	11/13/2024	CINTAS CORP	730.54	Various Maintenance - FY25
1011471	11/13/2024	CINTAS CORP	242.25	Various Maintenance - FY25
1011471	11/13/2024	CINTAS CORP	386.53	Various Maintenance - FY25
1011471	11/13/2024	CINTAS CORP	242.25	Various Maintenance - FY25
1011471	11/13/2024	CINTAS CORP	16.84	Various Maintenance - FY25
1011471	11/13/2024	CINTAS CORP	51.00	Various Maintenance - FY25
1011471	11/13/2024	CINTAS CORP	730.54	Various Maintenance - FY25
1011471	11/13/2024	CINTAS CORP	35.00	Janitorial Supplies- BHGC
515582	11/13/2024	CINTAS FIRST AID & SAFETY	272.30	FY2025 First Aid Supplies
1011446	11/6/2024	CLAREY'S SAFETY EQUIPMENT INC	107.63	Monitor Service/Calibration
1011532	11/13/2024	CLAREY'S SAFETY EQUIPMENT INC	257.71	Cal Gas for Hazmat
515583	11/13/2024	CLARKE UNIVERSITY	2,992.55	FY2025 Franchise Fees
515583	11/13/2024	CLARKE UNIVERSITY	235.48	FY2025 Franchise Fees
1011546	11/13/2024	COMLEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS
1011472	11/13/2024	COMMUNICATIONS ENGINEERING CO	2,622.85	Nov. Penn Tank Pump Building Networking
1011472	11/13/2024	COMMUNICATIONS ENGINEERING CO	11,396.63	Network equipment for English Mill site
1011472	11/13/2024	COMMUNICATIONS ENGINEERING CO	4,125.75	Milestone Parking Remote Access Firewall
515584	11/13/2024	COMMUNITY FOUNDATION OF GREATER DBQ	21,250.00	FY25 Contracted Svcs-Project HOPE/CommF
515584	11/13/2024	COMMUNITY FOUNDATION OF GREATER DBQ	18,750.00	FY25 Contracted Svcs-Inc Dbq/CommF
515584	11/13/2024	COMMUNITY FOUNDATION OF GREATER DBQ	21,250.00	FY25 Contracted Svcs-Project HOPE/CommF
515584	11/13/2024	COMMUNITY FOUNDATION OF GREATER DBQ	18,750.00	FY25 Contracted Svcs-Inc Dbq/CommF
1011507	11/13/2024	CONSTELLATION NEW ENERGY GAS DIV	414.61	Dubuque City Garage C&I Service for Aug 2024
1011507	11/13/2024	CONSTELLATION NEW ENERGY GAS DIV	111.47	2401 Central Ave C&I Sept BHE Transp Chrg
1011507	11/13/2024	CONSTELLATION NEW ENERGY GAS DIV	876.74	Utility gas for library
1011513	11/13/2024	CRAWFORD HEATING AND COOLING CO INC	156.00	Fire- Test Backflow- 2401 Central Ave
1011447	11/6/2024	CRESCENT ELECTRIC	154.84	Five Flags Ramp UPC, Satco, LED
1011447	11/6/2024	CRESCENT ELECTRIC	50.30	Five Flags Ramp connectors
515579	11/13/2024	DAN ARENSDORF CONSTRUCTION	1,440.00	Pulverized top soil delivered to MSC 10/11/24
1011489	11/13/2024	DEBRA A SEARLES	34.84	OCTOBER 2024 MILEAGE FOR DEB SEARLES
515609	11/13/2024	DIETZ ENTERPRISES LLC	6,584.00	2649 White HH Dietz
515609	11/13/2024	DIETZ ENTERPRISES LLC	417.00	708 Ries HH Dietz
515609	11/13/2024	DIETZ ENTERPRISES LLC	1,688.00	740 Peru HH Dietz
515609	11/13/2024	DIETZ ENTERPRISES LLC	4,596.00	22 Collins
1011499	11/13/2024	DITTMER RECYCLING INC	1,321.52	REFUSE FOR OCT 2024
1011499	11/13/2024	DITTMER RECYCLING INC	332.81	Weekly refuse and recycling pickup
515608	11/13/2024	DTN LLC	3,990.70	Weather forecast service Inv # 210-00083851 10/04/
1011448	11/6/2024	DUBUQUE FIRE EQUIPMENT INC	455.00	ARFF equipment testing
515618	11/13/2024	Dubuque Forward LLC	1.00	ANNUAL LEASE PAYMENT
1011474	11/13/2024	DUBUQUE HOSE & HYDRAULICS	7.13	unit 3206 beaded stem
1011475	11/13/2024	DUBUQUE HUMANE SOCIETY	14,584.00	FY25 Contracted Service Fees
515586	11/13/2024	DUBUQUE VISITING NURSE ASSOCIATION	1,063.10	VNA LHH21 November 2023
515586	11/13/2024	DUBUQUE VISITING NURSE ASSOCIATION	1,259.01	VNA November 2023 Billing
515587	11/13/2024	DYERSVILLE COMMERCIAL	150.00	Eastern Iowa Shopping News Subscription
1011508	11/13/2024	EASTERN IOWA EXCAV & CONCRETE LLC	146,600.80	JEFFERSON PARK RETAINING WALL REPLACEMENT
1011449	11/6/2024	ED M FELD EQUIPMENT CO INC	428.00	Fire Armor Gloves
1011449	11/6/2024	ED M FELD EQUIPMENT CO INC	4,792.00	Exhaust Fan for Ladder 511
1011533	11/13/2024	ED M FELD EQUIPMENT CO INC	1,530.82	Innotex Gray Prevent Hoods
1011502	11/13/2024	ELECTRICAL ENG & EQUIP COMPANY	2,580.00	Hawthorne St Generator Maint 10162024
1011502	11/13/2024	ELECTRICAL ENG & EQUIP COMPANY	965.00	Huff St Generator Preventive Maint 100824
1011500	11/13/2024	ERIC F MISKO	72.00	Utility Billing Supervisor Headshot
1011504	11/13/2024	EXPRESS EMPLOYMENT PROFESSIONALS	2,312.64	I389-Sanitation Workers 10/16/24
1011504	11/13/2024	EXPRESS EMPLOYMENT PROFESSIONALS	2,569.60	I389-Sanitation Workers 10/20/24
1011511	11/13/2024	FEHR-GRAHAM & ASSOCIATES LLC	1,020.00	WELU PARK PLAYGROUND CONSULTATION/ENGAGEMENT
515598	11/13/2024	FLYNN COMPANY INC	1,029,182.50	Reconstruct GA Apron Construction (Phase 1)
1011477	11/13/2024	FOUR MOUNDS FOUNDATION	450.00	4823 Peacock OAHMP Four Mounds 2
1011477	11/13/2024	FOUR MOUNDS FOUNDATION	11,000.00	514 Angella St. (City Owned Property) Four Mounds
1011477	11/13/2024	FOUR MOUNDS FOUNDATION	18,500.00	821 Garfield Ave. - Four Mounds Foundation- HEART
1011477	11/13/2024	FOUR MOUNDS FOUNDATION	5,813.00	821 Garfield Ave. - Four Mounds Foundation- HEART
1011477	11/13/2024	FOUR MOUNDS FOUNDATION	5,000.00	3095 Nightengal OAHMP Four Mounds
515599	11/13/2024	GRP & ASSOCIATES INC	83.00	Collection and Proper Disposal of Medical Waste
1011544	11/13/2024	GUMDROP BOOKS	3,935.44	Children's books for collection
1011480	11/13/2024	HDR ENGINEERING INC	13,376.55	FY2025 Annual Services
1011534	11/13/2024	HEIAR BROTHERS FENCING INC	17,942.46	River Museum Wetland Railing
1011481	11/13/2024	HENDERSON PRODUCTS INC	1,601.49	UNIT 3201 HARNESS
1011522	11/13/2024	IMWCA	87,180.00	FY25 Work Comp Premium - 7 Monthly Installments-#5
515612	11/13/2024	INFOSEND INC	11,995.30	October 24 Charges
1011506	11/13/2024	INGRAM LIBRARY SERVICES INC.	223.09	Library books for adult collection for patrons
250400037	10/31/2024	IOWA BEVERAGE SYSTEMS INC	242.45	Alcohol Purchases - Recreation
250400038	10/31/2024	IOWA BEVERAGE SYSTEMS INC	150.90	Alcohol Purchases - Recreation
515601	11/13/2024	IOWA DEPARTMENT OF PUBLIC SAFETY	3,672.00	FY25 Iowa Dept of Public Safety
515601	11/13/2024	IOWA DEPARTMENT OF PUBLIC SAFETY	2,865.00	1st Quarter FY25 Iowa System
1011483	11/13/2024	J & R SUPPLY COMPANY	338.40	Work gloves: HiViz Yellow Work Gloves LRG and XLRG
1011483	11/13/2024	J & R SUPPLY COMPANY	452.00	CPL- ADS-12: 12 Split Coupling and 12x20 Dual Wall
1011483	11/13/2024	J & R SUPPLY COMPANY	188.00	Asphalt Street Broom and Handle
1011483	11/13/2024	J & R SUPPLY COMPANY	131.58	Work gloves: FT300-XL, NXG Work Gloves XL

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1011519	11/13/2024	JASON D DUBA	51.00	Iowa Bike Summit Jason PerDiem
1011490	11/13/2024	JOHNSON CONTROLS FIRE PROTECTION	1,135.01	MSC: Alarm Service
1011517	11/13/2024	Kanopy Inc	846.00	Kanopy Streaming Services for Adult collection
1011515	11/13/2024	KEN SAIKI DESIGN INC	18,073.38	COMISKEY PARK -PHASE 2
1011462	11/6/2024	KIECKS CAREER APPAREL	2,892.00	BVP Vest Renewals
1011529	11/13/2024	Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 10/24/24
515589	11/13/2024	LAMAR TEXAS LIMITED PARTNERSHIP	960.00	Denver Air Conn Marketing - New service ORD-DBQ
1011543	11/13/2024	LIBERTY TIRE RECYCLING LLC	9,306.00	Tire Recycling
1011485	11/13/2024	LOGAN CONTRACTORS SUPPLY INC	1,075.00	3/4"x18" Dowel Ec Street Repair
1011485	11/13/2024	LOGAN CONTRACTORS SUPPLY INC	1,345.00	55 Gal MN-PAMS White Cure
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	71.80	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	44.81	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	111.04	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	53.85	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	56.07	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	55.18	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	43.58	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	50.62	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	278.63	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	305.55	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	53.43	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	46.15	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	44.49	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	64.44	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	65.52	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	66.94	Energy Costs
1011450	11/6/2024	MAQUOKETA VALLEY ELECTRIC COOP	87.88	Electrical Svc - Airport Lift Station - FY25
515611	11/13/2024	MARGARET N TURZA	349.44	Maggie Turza ILA Travel meals & mileage
1011510	11/13/2024	MARIE L WARE	113.35	MILEAGE REIMBURSEMENT-WARE
1011473	11/13/2024	MARY R CORRIGAN	809.08	Corrigan per diem 10/26-10/30/24 Minn., MN
1011531	11/13/2024	Matthew Dressler	4,140.00	4235 Peru Rd HH Dressler
1011531	11/13/2024	Matthew Dressler	4,100.00	1285 Thomas PI HH Dressler
1011525	11/13/2024	Matthew V O'Brien	102.00	Travel Reimbursement for Matt O'Brien Iowa APA Con
1011486	11/13/2024	MCDERMOTT EXCAVATING	50,291.10	CONSTRUCTION OF 3 MINI PARKS
515590	11/13/2024	MEDIACOM	176.90	INTERNET FOR TREE CREW
1011496	11/13/2024	MICHAEL C VAN MILLIGEN	632.72	9/18 ILC Annual Conf_Sioux City IA_MVM
515606	11/13/2024	MICHAEL W WEIKERT JR	576.00	Collection and proper disposal of appliances
1011548	11/13/2024	MICS CONSTRUCTION	59,550.00	340 Lowell LHH21 Construction
1011548	11/13/2024	MICS CONSTRUCTION	2,600.00	340 Lowell LHH21 Construction Change Order
1011503	11/13/2024	MIDWEST TAPE LLC	490.31	DVD, BluRay and CD Audio for adult collection
1011503	11/13/2024	MIDWEST TAPE LLC	92.22	DVD, BluRay and CD Audio for adult collection
1011503	11/13/2024	MIDWEST TAPE LLC	480.30	DVD, BluRay and CD Audio for adult collection
1011503	11/13/2024	MIDWEST TAPE LLC	5,530.12	Downloadable materials HOOPLA
1011476	11/13/2024	MIKE FINNIN FORD LLC	73.64	unit 2619 exhaust sensor
515607	11/13/2024	MILLWORK HOTEL ASSOCIATES LLC	150.03	340 Lowell LHH21 Relocation 5
515607	11/13/2024	MILLWORK HOTEL ASSOCIATES LLC	1,050.21	340 Lowell LHH21 Relocation 4
515591	11/13/2024	MOLO OIL COMPANY	35,570.69	FUEL FOR CITY VEHICLES 09/20/2024 - 10/19/2024
515591	11/13/2024	MOLO OIL COMPANY	742.83	FUEL FOR CITY VEHICLES 09/20/2024 - 10/19/2024
1011537	11/13/2024	MR ROOTER PLUMBING	2,051.00	Landfill General Plumbing
1011451	11/6/2024	MUTUAL WHEEL COMPANY	765.52	UNIT 3412 BRAKE DRUM AND KIT
1011536	11/13/2024	NORTHEAST IOWA COMMUNITY COLLEGE	341.54	FY2025 Franchise Fees
1011536	11/13/2024	NORTHEAST IOWA COMMUNITY COLLEGE	25.79	FY2025 Franchise Fees
1011535	11/13/2024	NORTHEAST IOWA COMMUNITY COLLEGE	99.00	Registration fee for Tri-State Emergency Conferenc
1011498	11/13/2024	ONLINE COMPUTER LIBRARY CENTER	762.89	EZproxy license and support
1011487	11/13/2024	OPENING SPECIALISTS INC	2,408.00	ADA Controller at MSC
1011505	11/13/2024	O'REILLY AUTOMOTIVE INC	87.80	unit 1712 nuts, lug
1011482	11/13/2024	ORIGIN DESIGN CO	32.50	MSC Reception Renovation
1011461	11/6/2024	OVERDRIVE INC	415.00	downloadable audio and ebooks for adult collection
1011461	11/6/2024	OVERDRIVE INC	1,082.59	downloadable audio and ebooks for adult collection
1011461	11/6/2024	OVERDRIVE INC	902.24	downloadable audio and ebooks for adult collection
1011461	11/6/2024	OVERDRIVE INC	946.84	downloadable audio and ebooks for adult collection
1011461	11/6/2024	OVERDRIVE INC	991.84	downloadable audio and ebooks for adult collection
1011461	11/6/2024	OVERDRIVE INC	1,087.19	downloadable audio and ebooks for adult collection
1011461	11/6/2024	OVERDRIVE INC	844.55	downloadable audio and ebooks for adult collection
1011461	11/6/2024	OVERDRIVE INC	1,143.06	downloadable audio and ebooks for adult collection
1011542	11/13/2024	OVERDRIVE INC	751.38	downloadable audio and ebooks for adult collection
1011542	11/13/2024	OVERDRIVE INC	89.99	downloadable audio and ebooks for adult collection
250400035	10/31/2024	PAYMENTUS GROUP INC	9.12	Online Utility Billing
1011518	11/13/2024	PHELPS THE UNIFORM SPECIALISTS	46.11	Uniform cleaning for mechanic; shop towels cleanin
1011452	11/6/2024	POLYDYNE INC	23,460.00	Polymer - 6 totes
1011523	11/13/2024	PRECISE MRM LLC	903.00	2024-08 Subscription
515592	11/13/2024	RADIO DUBUQUE INC	105.00	Denver Air Conn Marketing - New service ORD-DBQ
515592	11/13/2024	RADIO DUBUQUE INC	300.00	Denver Air Conn Marketing - New service ORD-DBQ
1011453	11/6/2024	RAINBO OIL COMPANY	3,519.23	Oil for vehicles and equip; antifreeze for vehicle
1011524	11/13/2024	Rebecca Maher-Jacobson	100.00	Per Diem for ILA Conference 10.9 to 10.11.24
1011488	11/13/2024	RILCO, Inc	4,828.50	STOCK FLUIDS
1011516	11/13/2024	ROBERT G WRIGHT JR	14,350.00	2714 Washington HH Wright 2
1011509	11/13/2024	ROEDER OUTDOOR POWER EQUIPMENT	955.34	unit 3256 service- overheating
515588	11/13/2024	RONDELINI MUSIC	358.99	Mandolin for library circulating collection
515605	11/13/2024	ROUSSELOT INC	6,783.30	FY2025 Franchise Fees
515593	11/13/2024	SADLER POWER TRAIN INC	49.25	unit 1920 NEWAY LEVELING VALVE LINKAGE

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
515593	11/13/2024	SADLER POWER TRAIN INC	176.54	stock grease tubes
1011520	11/13/2024	SARAH A BERNA	160.00	Travel Reimbursement
1011538	11/13/2024	SCHAEFFER MFG CO	1,043.00	STOCK ULTRA RED SUPREME W/LINER
515594	11/13/2024	SCHMALZ PRECAST CONCRETE MFG	906.50	2", 3", and 4" Manhole Riser
515594	11/13/2024	SCHMALZ PRECAST CONCRETE MFG	1,448.00	2", 3", and 4" Manhole Riser
1011454	11/6/2024	SCOTT PRINTING	497.00	2023 Annual Financial Report Printing
515597	11/13/2024	SELECTIVE INSURANCE COMPANY OF AMER	5,832.00	Additional Flood Policy
1011527	11/13/2024	Sheena Moon	102.00	Iowa APA PerDiem Shena Moon
515600	11/13/2024	ST LUKES HEALTH - UNITYPOINT CLINIC	168.00	FY25 Drug Screens - 9/30 to 10/29/24
1011455	11/6/2024	SUPERIOR WELDING SUPPLY CO	56.50	STOCK WELDING SUPPLIES
1011455	11/6/2024	SUPERIOR WELDING SUPPLY CO	212.62	STOCK GASSES
515595	11/13/2024	T & W GRINDING	25,727.80	Composting Contract 1 July- 30 Sept 2024
515617	11/13/2024	TC SouthAtlantic Inc.	3,360.82	STOCK FLUIDS
1011456	11/6/2024	TELEGRAPH HERALD	1,428.39	PUBLICATION EXPENSES
1011539	11/13/2024	TELEGRAPH HERALD	1,073.50	TH Ads-Walk In, DBQ/ORD, Leaf Rake Out ect
1011539	11/13/2024	TELEGRAPH HERALD	66.12	Analysis of Impediments public hearing
515614	11/13/2024	Telos Corporation	283.50	Fingerprint checks for TSA security
515585	11/13/2024	THE DUBUQUE ADVERTISER	180.00	Leaf Rake-Out Ad -10/16/24
515585	11/13/2024	THE DUBUQUE ADVERTISER	942.00	Denver Air Marketing - New service ORD-DBQ
515616	11/13/2024	The Home City Ice Company	199.00	Ice for aircraft
1011484	11/13/2024	THE LOCKSMITH EXPRESS	10.00	Keys for t-hangars for staff
515602	11/13/2024	THOMPSON TIRE & RETREAD	1,566.28	UNIT 1915 WHEELS
515602	11/13/2024	THOMPSON TIRE & RETREAD	1,995.06	UNIT 2602 WHEEL SERVICE
515603	11/13/2024	THOMPSON TRUCK & TRAILER INC	(37.96)	Cylinder Block, Gasket, Core
515603	11/13/2024	THOMPSON TRUCK & TRAILER INC	2,846.70	UNIT 1903 DASH SERVICE
515603	11/13/2024	THOMPSON TRUCK & TRAILER INC	13.37	UNIT 3405 CLAMP AND GASKET
515603	11/13/2024	THOMPSON TRUCK & TRAILER INC	398.07	JULE BUSES STOCK
1011492	11/13/2024	THREE RIVERS FS INC	1,831.86	LF BIO 2% Dyed Diesel Fuel/ Heating Oil
1011492	11/13/2024	THREE RIVERS FS INC	3,028.38	LF BIO 2% Dyed Diesel Fuel/ Heating Oil
1011492	11/13/2024	THREE RIVERS FS INC	2,651.06	LF BIO 2% Dyed Diesel Fuel/ Heating Oil
1011492	11/13/2024	THREE RIVERS FS INC	1,797.95	LF BIO 2% Dyed Diesel Fuel/ Heating Oil
1011491	11/13/2024	TIMOTHY L SPECHT	12,400.00	324 Lowell LHH21 Construction Pay 2
1011491	11/13/2024	TIMOTHY L SPECHT	5,300.00	942 Southern HH Specht 2
250400031	10/31/2024	TREASURER STATE OF IOWA	17,964.30	FY25 Metro Sales Tax
250400032	10/31/2024	TREASURER STATE OF IOWA	93,478.57	FY25 UB Sales Tax
1011545	11/13/2024	TRI-STATE PORTA POTTY INC	610.00	Rental of units for Landfill and Streets
1011457	11/6/2024	TRUCK COUNTRY OF IOWA INC	(300.00)	Unit 2680 KIT, Turbocharger Actuator
1011457	11/6/2024	TRUCK COUNTRY OF IOWA INC	224.98	Unit 3403 Kit water pump, LS4906 74449436
1011457	11/6/2024	TRUCK COUNTRY OF IOWA INC	144.90	Unit 3403 Coolant DDC PWRCOL ELC OAT 50
1011457	11/6/2024	TRUCK COUNTRY OF IOWA INC	383.24	STOCK Gasket, Oil pan
1011457	11/6/2024	TRUCK COUNTRY OF IOWA INC	(150.00)	Unit 3413 Sensor, Particulate
1011457	11/6/2024	TRUCK COUNTRY OF IOWA INC	(75.00)	Unit 2683 Kit EXH RCN VALVE Sensor
1011457	11/6/2024	TRUCK COUNTRY OF IOWA INC	(300.00)	Unit 3206 Turbocharger Kit
1011457	11/6/2024	TRUCK COUNTRY OF IOWA INC	192.20	stock for 540003 and 540006
1011457	11/6/2024	TRUCK COUNTRY OF IOWA INC	224.98	UNIT 3412 WATER PUMP KIT
1011494	11/13/2024	TSCHIGGFRIE EXCAVATING	99,082.72	Twin Ridge Lift Station Abandonment Project
1011495	11/13/2024	TURPIN DODGE OF DUBUQUE LLC	209.25	Unit 1914 Two Sensors EX26A EX26F
1011526	11/13/2024	United Rotary Brush Corporation	12,364.50	Bristles and wafers for airfield broom
515596	11/13/2024	UNIVERSITY OF DUBUQUE	323.67	FY2025 Franchise Fees
515596	11/13/2024	UNIVERSITY OF DUBUQUE	5,900.45	FY2025 Franchise Fees
1011501	11/13/2024	Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
1011501	11/13/2024	Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
1011458	11/6/2024	WENZEL TOWING SERVICE	78.00	Unit 2902 accident Loras and Bluff
1011514	11/13/2024	WORKIVA INC	113,084.40	Budget Reporting
			<u>\$</u>	<u>2,477,056.91</u>

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	Audit Services Recommendation
SUMMARY:	City Manager recommending the selection of Mauldin & Jenkins Certified Public Accountants, to provide the City's auditing services for the next three fiscal years, Fiscal Year 2024 through 2026, and authorize the City Manager to sign the audit service agreement.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

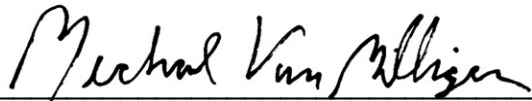
1. MVM Memo 2024_11_06 Audit Services Recommendation_
2. Audit Services Recommendation_Staff Memo_2024_11_06
3. Mauldin and Jenkins Proposal

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Audit Service Recommendation
DATE: November 6, 2024

Chief Financial Officer Jennifer Larson recommends the selection of Mauldin & Jenkins Certified Public Accountants, to provide the City's auditing services for the next three fiscal years, Fiscal Year 2024 through 2026, and authorize the City Manager to sign the audit service agreement.

Mauldin & Jenkins will provide a dedicated team to the audit which will include (at a minimum) two partners, one full-time manager, and at least two staff professionals.

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



Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager



TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Audit Services Recommendation

DATE: November 14, 2024

INTRODUCTION

The City issued an Audit Services Request for Proposal (RFP) which was posted on the City of Dubuque website and notification was given electronically on September 30, 2024, to Eide Bailly LLP, Creative Planning, WIPFLI, and CliftonLarsonAllen CPA's. Audit committee members included Chief Financial Officer Jennifer Larson, Finance Manager Brian DeMoss, and Budget/Financial Analyst Nathan Kelleher.

DISCUSSION

Mauldin & Jenkins Certified Public Accountants was the only proposal submitted. The other firms indicated that they did not have staff capacity to submit a proposal at this time.

The audit services review committee reviewed the proposal and interviewed Mauldin & Jenkins on November 4, 2024.

Mauldin & Jenkins proposal all-inclusive maximum price was \$231,000 for all three years. Mauldin & Jenkins was established in 1918 and is one of the largest certified public accounting firms in the Southeast and in the United States and is licensed to practice in Iowa. The firm currently services clients as far northeast as Gates County in North Carolina (on the Virginia line) to Corpus Christi, Texas, to Islamorada, Florida in the Florida Keys. Mauldin & Jenkins has a very deep wealth of knowledge and resources when it comes to the government industry. 31% of Mauldin & Jenkin's business is focused on governmental practice as compared to the firm's overall practice, 725 governmental entities have been served in the past three years, there are 515 employees at the firm, 150 of which have current governmental experience, and 50% of firm offices are led by governmental partners. The firm performs 220 Single Audits every year, which is equivalent to \$6.2 billion in Federal award dollars audited. Other services provided by the firm include forensic audits, performance audits,

information systems audits, agreed-upon procedures, bond issuance services, capital asset inventory services, cybersecurity framework engagements, system vulnerability assessments engagements, and penetration testing engagements. Cities that are audited by Mauldin & Jenkins that are like the City of Dubuque include City of Atlanta, Georgia, City of Tuscaloosa, Alabama, City of Charleston, South Carolina, City of Savannah, Georgia, and the City of Gulfport, Mississippi.

Mauldin & Jenkins will provide a dedicated team to the audit which will include (at a minimum) two partners, one full-time manager, and at least two staff professionals. The firm is ready to start the audit immediately with the plan to issue the Fiscal Year 2024 audit in March 2025. The Fiscal Year 2025 and 2026 audits would be completed by December 31st each year to meet the Government Finance Officer Association's Certificate of Achievement deadline.

Based on the consensus of the committee, I recommend seeking approval to issue a contract with Mauldin & Jenkins Certified Public Accountants.

A copy of the Mauldin & Jenkins Certified Public Accountants proposal and dollar cost bid are enclosed.

RECOMMENDATION

I respectfully recommend awarding a three-year audit services agreement to Mauldin & Jenkins Certified Public Accountants and subsequent approval of the audit service agreement.

Attachment

cc: Brian DeMoss, Finance Manager



City of Dubuque, Iowa

Proposal to Provide Audit Services

Request for Proposal - Auditing Services (Annual Contract)

Fiscal Years June 30, 2024 through 2026

Mauldin & Jenkins Certified Public Accountants

Contact Person: David Irwin, CPA, Partner

Phone: (800) 277-0050

Email: dirwin@mjcpa.com

200 Galleria Parkway, Suite 1700

Atlanta, GA 30339

October 29, 2024

mjcpa.com





VISION

To be a trusted advisor, earning trust and building respect through our consistent commitment to sustainable excellence, leadership, and integrity.

*Over 725 Governmental Units Served
Throughout the Southeast*



Going Further.



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Transmittal Letter

October 29, 2024

City of Dubuque, Iowa
Attn: Brian DeMoss, Finance Manager
50 W. 13th Street
Dubuque, Iowa 52001-4805

Ladies and Gentlemen:

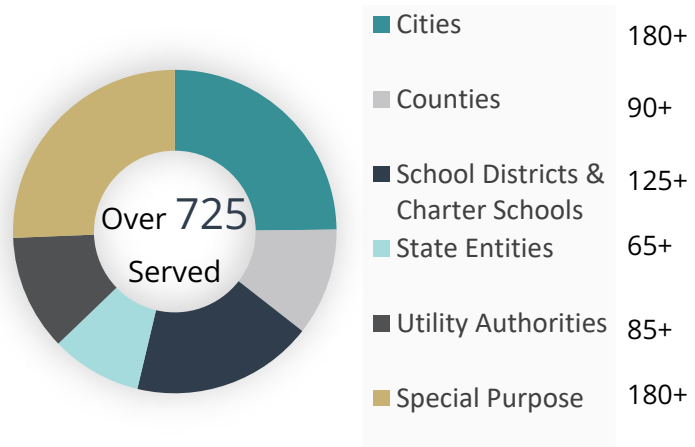
We appreciate the opportunity to propose on providing audit services to the City of Dubuque, Iowa (the "City"), and we are pleased to submit a qualifications package including cost estimates to provide annual financial and compliance auditing services for the City. The contract for such audit services will be for three consecutive fiscal years beginning with the fiscal year ended June 30, 2024, and ending with the fiscal year ended June 30, 2026.

We have read the Request for Proposal ("RFP") and fully understand its intent and contents. We understand the time frame for performance of the annual financial audits as stipulated by the City and agree to provide the services described in the proposal. We will conduct preliminary and final fieldwork and will issue all the deliverables and reports substantially prior to the required due dates.

As professionals serving the public sector, Mauldin & Jenkins is qualified to serve the City. We believe that **Mauldin & Jenkins is the leader in auditing state and local governments in the Southeast**. This leadership was achieved by recognizing that we are an important part of our client's success, with our objective being to ensure that accurate information is reported to the Council, management, and its citizens. Given the complexities of the City's financial operations and the ongoing significant changes in accounting standards, we feel that it is very important that you select an auditing firm that is **focused and experienced** in the governmental industry. We differentiate ourselves from our peers via:

❖ **Experience with Governments.** As auditors for more governments in the Southeast than any other firm, our professionals are thoroughly versed in the complex governmental arena and have consistently provided the highest quality of service to our government clients. We serve:

- **725+ state and local governments across the Southeastern U.S.A.**
- **175+ water & sewer systems, 35+ airport operations, 25+ gas systems, 20+ electrical utilities, & 25 transit services;**
- **181 governments awarded the GFOA's and, or ASBO's Financial Reporting Certificates.**
- **220+ of Single Audits as required by the Uniform Guidance.**



Mauldin & Jenkins provides over 155,000 hours of service to over 725 governmental units in the Southeast on an annual basis utilizing over 150 professionals.

- ❖ **Responsiveness and Large Firm Resources with Small Firm Sensitivity.** We pride ourselves in responding to the needs of our clients; not only the ability to meet deadlines, but also to respond to other requests. Our ability to be responsive is enhanced by the open communications and good working relationship we have with our clients. Our resources provide for the flexibility to meet your needs and to perform our services in an efficient and effective manner.
- ❖ **Nationally Recognized.** Mauldin & Jenkins is consistently ranked in the Top 100 by various publications as one of the largest certified public accounting firms in the country. We are a regional firm, but the firm's influence is shared nationally. Our partners have volunteered to serve as the American Institute of CPA's ("AICPA's") Governmental Audit Quality Center's ("GAQC") Executive Committee in 2022; the AICPA's State and Local Government Expert Panel in 2021; the AICPA's sole representative to Government Accounting Standards Advisory Council ("GASAC"); the 2015 Chairman of the board of the AICPA; and a board member of the International Federation of Accountants (IFAC) in 2016. In 2020, our own Joel Black was appointed to serve as the Chairman of the Governmental Accounting Standards Board (GASB).  Mauldin & Jenkins is a leader nationally.
- ❖ **On-site or Remote Audits and Suralink.** Whether management elects for a remote or on-site audit, Mauldin & Jenkins is very effective in working from a hybrid environment. We also utilize software, like Suralink, on all audits to add organization and transparency to the audit process.
- ❖ **Information Technology Services.** Mauldin & Jenkins is one of 38 of the top 100 CPA firms in the nation who have invested in the AICPA's new revolutionary audit tool and methodology – the Dynamic Audit Solution ("DAS"). We also have resources to address the evolving cybersecurity threats to your government with Certified Information Systems Auditors (CISA) on staff and certified by the AICPA to provide cybersecurity advisory services and the newly created cybersecurity assessment.
- ❖ **Staff Continuity.** Our staff retention rates are considered to be among the best in the profession. We are able to not only provide consistency with the partner and manager on our engagement teams, but seniors as well. **We also have enough resources at the partner, manager, and senior levels to provide for periodic rotations as requested by our clients.**
- ❖ **Education.** Mauldin & Jenkins' clients have the opportunity to register and receive approximately 30 hours of continuing education on an annual basis, free of charge. We take our experience in serving governments and choose timely and relevant topics to provide ongoing education to our clients, both virtually and in-person. Sessions are limited to clients only.

This proposal represents a firm offer for 90 days from the date of the proposal. As a member of Mauldin & Jenkins, David Irwin is authorized to bind, and make representations for the Firm, and he will be the ultimate party responsible for the quality of the report and working papers. **We are able to begin the City's June 30, 2024 audit immediately.** We welcome the opportunity to meet with you to present our proposal and our qualifications. Again, on behalf of Mauldin & Jenkins, thank you for the opportunity to serve.

Sincerely,
MAULDIN & JENKINS, LLC



David Irwin, Partner

Scope of Work to be Performed

The following pages attempt to demonstrate to you our understanding of the nature of the audit services and our general plan for meeting your needs.

Scope of Our Work and Required Audit Reports

The overall objective in serving the City is to determine whether the financial statements present fairly the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and the respective changes in financial position and cash flows, where applicable, thereof and the respective budgetary comparison for the major governmental funds in conformity with accounting principles generally accepted in the United States of America. In addition, to determine whether the combining and individual non-major fund financial statements are fairly stated in all material respects in relation to the basic financial statements taken as a whole.



The audit will be conducted in accordance with auditing standards generally accepted in the United States of America, promulgated by the American Institute of Certified Public Accountants ("AICPA") and in accordance with: *Government Auditing Standards* issued by the Comptroller General of the United States; the provisions of the Federal Single Audit Act, the audit requirements of Title 2 U. S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") standards.

Our audit will consider the City's internal controls over financial reporting in order to determine the auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide an opinion on the internal control over financial reporting.

We will perform tests of compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Providing an opinion on compliance with these provisions is not an objective of the Audits. However, the results of the tests disclosing instances of noncompliance and other matters will be reported as required under *Government Auditing Standards*.

Following the completion of the audit of the fiscal year's financial statements, we shall prepare the required audit reports (if applicable) including those required by *Government Auditing Standards* and the Single Audit and the Official Code of Georgia Annotated:

- 1) A report on the fair presentation of the financial statements in conformity with Generally Accepted Accounting Principles. This report shall include Required Supplemental Schedules (RSI) as required by GASB 34.
- 2) A report on Internal Control over Financial Reporting and on Compliance and on Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.



- 3) A report on Compliance for Each Major Federal Program and on Internal Control Over Compliance required by the Uniform Guidance.
- 4) A Schedule of Findings and Questioned Costs in accordance with the Uniform Guidance.

Irregularities and Illegal Acts

We will make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which we become aware, to the following parties:

- The City Council
- The City Attorney
- The City Manager

Independence

We hereby affirm that Mauldin & Jenkins, LLC is independent with respect to the City of Dubuque, Iowa, its component units and its joint ventures, and related outside entities as defined by generally accepted auditing standards.

We meet the independence standards of Generally Accepted Auditing Standards and the U.S. General Accounting Office *Government Auditing Standards* (2018 revision). We are also independent with respect to the City within the meaning of Part 1.200 of the Code of Professional Conduct of the American Institute of CPAs and the applicable published rules and interpretations thereunder.

To further understand the above paragraph, we have not:

- Prepared or performed reconciliation services;
- Performed bookkeeping services; or,
- Provided other consulting services

for the City during the past year or any time prior. Independence is very important to the integrity of an audit, and we are independent with respect to the City. Further, we have no conflicts of interest or local bias.

We have had no business relationships or made payments to any officer or employee of the governing board members of the City who is or has been in a policy making or significant management position relating to any aspect of the proposed work in the past five years. Our Firm, nor any partner or employee, has made any contributions to any political campaigns of any person serving as a City Council member of the City of Dubuque, Iowa. We have made no payments or commitments to make payments to any person, Firm or corporation for services rendered in soliciting business for the City. Written notice will be provided to the City provided any professional relationships are entered into with the City during the period of this agreement.

We will conduct our audits objectively and will report findings, opinions, and conclusions objectively. As noted above, we are free from personal and external impairments to independence, are organizationally independent and will maintain an independent attitude and appearance so that opinions, conclusions, judgments, and recommendations are impartial and will be viewed as impartial by knowledgeable parties. There are no situations that might lead others to question our independence.

License to Practice in Iowa

Mauldin & Jenkins, LLC is properly registered as a certified public accounting firm licensed to practice in Iowa. Additionally, all assigned key professional staff are properly licensed and registered to practice public accounting with the State of Iowa.

Firm Qualifications and Experience

Organization and Size – Regional Firm

Mauldin & Jenkins was formed in approximately 1918 and has been actively engaged in governmental auditing since its inception. Mauldin & Jenkins is one of the largest certified public accounting firms in the Southeast and in the U.S.A., and a leading provider of audit and accounting services. Mauldin & Jenkins serves clients whose operations span the entire U.S.A. Mauldin & Jenkins is considered to be a large regional firm with offices in the following communities:



- **Albany, GA**
- **Alpharetta, GA**
- **Athens, AL**
- **Atlanta, GA**
- **Birmingham, AL**
- **Bradenton, FL**
- **Chattanooga, TN**
- **Columbia, SC**
- **Florence, AL**
- **Huntsville, AL**
- **Macon, GA**
- **Raleigh, NC**
- **Sarasota, FL**
- **Savannah, GA**

Our current footprint of governmental clients extends as far northeast as Gates County in North Carolina (on the Virginia line) to Corpus Christi, Texas to Islamorada, Florida in the Florida Keys.

Other key information relative to the size and experience of Mauldin & Jenkins is as follows:

- **515,000** - approx. total hours of service provided annually to clients of the Firm
- **155,000** - approx. total hours of service provided annually to governmental clients
- **55%** - percentage of governmental practice as compared to Firm's attestation practice
- **31%** - percentage of governmental practice as compared to Firm's overall practice
- **725** - approx. total governmental entities served in past three (3) years
- **515** - total number of Firm personnel
- **181** - total clients served who obtain the GFOA/ASBO Certificates

- **47** - total clients with publicly issued debts in excess of \$76 million
- **77** - total number of Firm partners
- **25** - total number of full-time governmental partners & directors
- **20** - total number of full-time governmental managers
- **150** - total number of professionals with current governmental experience
- **50%** - percentage of Firm offices led by governmental partners

Other Industries and Services by Mauldin & Jenkins:

Each of Mauldin & Jenkins' offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

Services Provided: This diversity of practice enables our personnel to experience a wide variety of business, accounting and tax situations. We provide the traditional and not-so-traditional services such as:

- | | |
|---|--|
| • Financial Audit/Review/Compilation | • Income Tax Planning and Preparation |
| • Compliance Audits and Single Audits | • Multi-State Income Tax Issues |
| • Agreed-Upon Procedures | • Information Systems Consulting |
| • Forensic Audits | • Cost Accounting Analysis |
| • Bond Issuance Services | • Healthcare Cost Reimbursement |
| • Performance Audits | • Outsourced Billing Services |
| • State Sales Tax Matters | • Fixed Asset Inventories |
| • International Tax Matters | • Succession and Exit Strategy Consulting |
| • Business and Strategic Planning | • Estate Planning |
| • Profitability Consulting | • Management Information Systems |
| • Budgeting | • Employee Benefit Plan Administration |
| • Buy-Sell Agreements and Business Valuation Issues | • Merger/Acquisition and Expansion Financing |

A Century of Service



Mauldin & Jenkins' commitment to government began when our Firm was established in 1918. Since then, we have viewed service to governments as significant to the overall success of the Firm. Today, the governmental sector is an industry that has been specifically identified for our continued growth in professional services. Accordingly, all professionals, from entry-level accountants to partners (who select the governmental sector as their focus) are trained to understand the issues and meet the needs of state and local governmental entities.

As noted previously, **Mauldin & Jenkins employs 45 partners, directors and managers who dedicate 100% of their time serving government clients.** We also have numerous additional professionals with current experience in providing services to governmental entities, many of whom spend their time exclusively on government clients.

Mauldin & Jenkins' dedicated professionals can bring a comprehensive understanding of the issues that face government entities as well as "bench strength" at all levels, allowing us to respond swiftly and effectively to your evolving needs.

The goal of our government practice is to help governments improve their financial processes and strategies so that they can in turn achieve their goal of improving the lives of their citizens. This shared commitment to the goals of our clients has resulted in a significant government clientele.

As noted in our transmittal letter, we currently serve over 725 governments in the Southeast. We know of no other regional firm that can match our governmental experience.

I was apprehensive when the decision was made to go with Mauldin & Jenkins thinking our city was too small for a larger firm. I couldn't be more pleased with their helpful attitude and professionalism. The audit process is now smooth and painless.

Pam Herring,
City of Rockmart,
Clerk/Finance Officer

Quality Control Review

External Peer Review

In the mid 70s, the Private Companies Practice Section ("PCPS") was founded by the American Institute of CPAs ("AICPA") to establish a voluntary quality assurance program for CPA firms. There are requirements for membership in the section, which include mandatory continuing education for each member of the professional staff and a key element is a tri-annual independent review of a firm's quality control system in its practice of public accounting. Mauldin & Jenkins has been a member of the section from inception.



The peer review aspect has evolved from being voluntary to mandatory and Mauldin & Jenkins is in full compliance with the requirements of having a tri-annual review. In the peer reviewer's latest report dated December 29, 2023, our reviewing firm gave a rating of "pass" which is the highest form of assurance they can render on the system of quality control for our accounting and audit practice.

A copy of the report on our most recent external quality control review is provided on the next page. **The quality control review included a review of specific government engagements, including compliance audits under the Single Audit Act.** No letter of comment was received as a result of this review. We are quite proud to be one of the few Southeast based firms to have undergone this review and to have received such an excellent opinion from a large reputable national firm.



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

December 29, 2023

To the Shareholders of Mauldin & Jenkins, LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and an examination of service organizations (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Mauldin & Jenkins, LLC has received a peer review rating of *pass*.

PBMares, LLP

PBMares, LLP
Fredericksburg, Virginia

We chose Mauldin & Jenkins and have continued with them, because of their deep understanding and accounting knowledge of our industry and they are an invaluable resource to us. The professionals on their team are easy to work with and pay close attention to our specific concerns. They provide exceptional expertise and service, responding to questions quickly and proficiently. Without question, our decision to use Mauldin & Jenkins for the past years was a sound business decision, delivering the expected results and then some.

David Smith, Henry County (GA), Chief Financial Officer



Desk Reviews or Field Reviews

Mauldin & Jenkins audits most of the largest school districts in the State of Georgia. Based on that fact, the State of Georgia's Department of Audits & Accounts ("DoAA") periodically performs a review of a sample of our local school district audits. No report has ever been formally issued, and no matters or issues have ever been noted by this annual effort.

As part of the review process, the DoAA has asked to send teams of auditors to review our workpapers in their own effort to better approach financial and compliance audits from a risk based perspective.

With the exception of the above paragraph's thoughts, Mauldin & Jenkins has not had a federal or state desk review or field review of its audits during the past three years.

Regarding one of our past Federal desk reviews or field reviews, we would like to provide the following details of that review, as we believe its results further distinguish Mauldin & Jenkins from other firms.

As part of the Federal Department of Education's random testing of the audits of local boards of education, a review was performed by the Federal Office of Inspector General (OIG) regarding a Single Audit engagement of a local board of education. We are quite pleased to note the examiner provided Mauldin & Jenkins a letter of high marks for the performance of the respective Single Audit and this comes at a time when Federal regulators are condemning the profession for poor performance of such Single Audits. **Unofficially and orally provided, the examiner noted this Single Audit engagement to be the best such engagement reviewed in his experience.**

We at Mauldin & Jenkins are quite proud of our Firm's governmental practice and appreciate the efforts of state and Federal inspectors and examiners, and their kind words of our doing things right and doing the right things in our attestation engagements.

No Disciplinary Actions

Mauldin & Jenkins has not had any disciplinary actions taken (nor are any pending) against the Firm during the past three years with any state or Federal regulatory bodies or professional organizations.

In the six years that I've gone through internal and external audits this has been by far the best experience with auditors. Your personalities make a huge difference and we haven't regretted changing auditors.

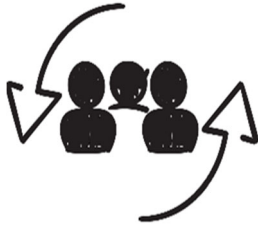
**Crystal Coleman,
Edgefield County (SC),
Former Finance Director**

Similar Engagements with Other Governmental Entities

The Mauldin & Jenkins Difference

Our method effectively minimizes the impact of the audit process, and our goal is to the audit a painless and positive experience.

We accomplish this by taking the following ten steps:



- **Experience.** Our experience enables us to focus on the areas of your organization that possess the greatest risk. Each and every person assigned to the engagement will bring extensive governmental experience relative to their time with the firm. Essentially, our youngest staff persons oftentimes have more current governmental experience than higher level people in other firms.
- **Communication.** Our emphasis on planning and communication allows for an efficient and effective audit process in which everyone involved knows their roles and expectations. Further, we like to communicate with our clients, and want to hear their concerns, questions and thoughts as they develop, and address such matters at that time. This helps avoid surprises to all respective parties.
- **Learning Before Testing.** We do not take a cookie-cutter approach to our audits. Initially, we spend time visiting, inquiring, listening and learning before we ever begin the first audit tests.
- **Tailoring Our Approach.** Once we obtain an understanding of the intricacies of a client's operations, we tailor our audit approach to minimize unnecessary time and effort in the audit process, and avoid disruptions to client personnel.
- **Not Recreating the Wheel.** We also consider client's processes and reports generated on a regular basis for possible use in our audit process to minimize the need for client's to spend additional time and effort simply creating auditor requested schedules. Further, we can share templates used by other clients and ourselves that may reduce time in generating audit schedules.
- **Flexible.** We understand the demands client personnel have on a daily basis. We have the resources available to accommodate any special requests or timing relative to the conduct of the annual audit, and still meet required specified deadlines. We understand plans can change, and we are open to making any change in scheduling requested by our clients.
- **Decisions Made in the Field.** Issues, as they arise, are dealt with immediately and not accumulated until the end of the audit. This is accomplished by having seasoned governmental partners and managers in the field during the course of the engagement.

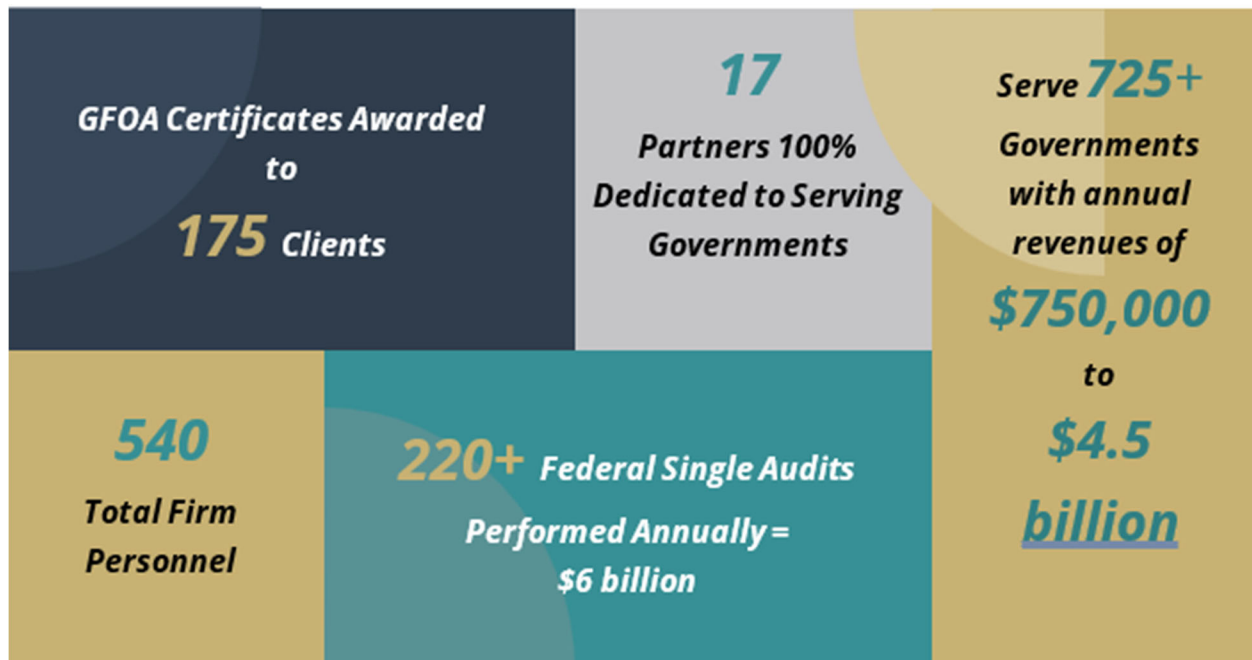
The Commissioners of Mount Pleasant Waterworks would like to express their sincere thanks and appreciation for the excellent audit of our financials, especially being a first time audit..... We are looking forward to next year's audit.

Clay Duffie, Mount Pleasant (SC) Waterworks, General Manager

- **Reviews in the Field.** Our goal is to conduct and review audits in the field. We find that to be the most effective and efficient approach to client service. Because our partners and managers are directly involved in the engagement during fieldwork, we can proactively identify significant issues immediately and resolve them with management, so the engagement is essentially complete when fieldwork ends.
- **Year-long Support.** We encourage your staff to take advantage of our accessible staff throughout the year for questions that may arise. Our people, working with you and your staff, can provide proactive advice on new accounting or GAAP pronouncements and their potential impact; help with immediate problems including answers to questions; and share insights and best practices to assist you in planning for your future success.
- **Working Toward a Common Goal.** Considering all of the above thoughts, our ultimate goal and objective is to provide excellent client service with the least amount of disruption to our clients. We tailor our approach to provide for everyone to work smarter, so our clients do not have to work harder.

Governments Served in the Past Three Years

Perhaps the greatest indicator of our reliability as a professional service provider to state and local governments is our list of governmental clients.





The following governmental client listings are provided to demonstrate Mauldin & Jenkins' vast experience serving the governmental sector, and these listings are broken down by type of governmental unit, and the respective listings represents clients we have served in the past three years (and not over a lifetime).

Cities. Cities we have served within the past three years:

Georgia

1) Albany	50) Kingsland
2) Alpharetta	51) LaGrange
3) Americus	52) Lake Park
4) Ashburn	53) Lawrenceville
5) Atlanta	54) Leesburg
6) Austell	55) Lilburn
7) Avondale Estates	56) Lone Oak
8) Bainbridge	57) Lyons
9) Baldwin	58) Manchester
10) Ball Ground	59) Mansfield
11) Barnesville	60) Milledgeville
12) Bloomingdale	61) Milner
13) Brookhaven	62) Milton
14) Brunswick	63) Monroe
15) Butler	64) Morrow
16) Byron	65) Nashville
17) Cartersville	66) Newton
18) Cedartown	67) Norcross
19) Centerville	68) Oxford
20) Chamblee	69) Palmetto
21) Chattahoochee Hills	70) Peachtree City
22) Clarkston	71) Peachtree Corners
23) College Park	72) Pearson
24) Colquitt	73) Perry
25) Conyers	74) Pooler
26) Cordele	75) Powder Springs
27) Covington	76) Port Wentworth
28) Dacula	77) Reynolds
29) Dalton	78) Richmond Hill
30) Darien	79) Riverdale
31) Decatur	80) Rockmart
32) Doraville	81) Rome
33) Douglasville	82) Roswell
34) Duluth	83) Sandy Springs
35) Dunwoody	84) Savannah
36) Fairburn	85) Sharpsburg
37) Fayetteville	86) Social Circle
38) Flovilla	87) South Fulton
39) Forest Park	88) St. Marys
40) Forsyth	89) Stockbridge
41) Garden City	90) Stonecrest
42) Grovetown	91) Suwanee
43) Griffin	92) Temple
44) Hapeville	93) Thunderbolt
45) Hinesville	94) Tifton
46) Holly Springs	95) Toccoa
47) Jefferson	96) Tucker
48) Johns Creek	97) Turin
49) Kennesaw	98) Tybee Island
	99) Union City

100) Valdosta

101) Villa Rica

102) Waycross

103) West Point

104) Willacoochee

Alabama / Mississippi

105) Athens, AL

106) Huntsville, AL

107) Tuscaloosa, AL

108) Gulfport, MS

109) Meridian, MS

110) Prattville, AL

111) Sheffield, AL

Florida

112) Apopka

113) Atlantis

114) Callaway

115) Clewiston

116) Crystal River

117) Destin

118) Gulf Stream

119) Fernandina Beach

120) Ft. Myers Beach

121) Haines City

122) Hallandale Beach

123) Indiantown

124) Islamorada

125) Juno Beach

126) Jupiter Inlet Colony

127) Jupiter Island

128) LaBelle

129) Lake Placid

130) Longboat Key

131) Marco Island

132) Naples

133) New Port Richey

134) North Port

135) Palmetto

136) Plant City

137) Tarpon Springs

138) Tequesta

139) Wildwood

140) Winter Haven

North Carolina

141) Black Mountain

142) Garner

143) Hendersonville

144) Jacksonville

145) Rocky Mount

146) Selma

147) Zebulon

148) Wilkesboro

South Carolina

149) Aiken

150) Beaufort

151) Bluffton

152) Cayce

153) Chapin

154) Charleston

155) Clemson

156) Clinton

157) Clover

158) Fountain Inn

159) Hanahan

160) Hardeeville

161) Hemingway

162) Hilton Head Island

163) Hollywood

164) Georgetown

165) Greenwood

166) Goose Creek

167) Johnsonville

168) Kiawah Island

169) Mount Pleasant

170) North Augusta

171) North Charleston

172) Orangeburg

173) Pamplico

174) Rock Hill

175) Seabrook Island

176) Seneca

177) Summerville

178) Winnsboro

Tennessee

179) Bristol

180) Clarksville

181) Jackson

182) Lebanon

183) Morristown

184) Spring Hill



Counties. Counties we have served within the past three years:

Georgia

- 1) Athens-Clarke
- 2) Augusta-Richmond
- 3) Bacon
- 4) Barrow
- 5) Bryan
- 6) Butts
- 7) Camden
- 8) Charlton
- 9) Chatham
- 10) Clayton
- 11) Columbus-Muscogee
- 12) Crisp
- 13) DeKalb
- 14) Dougherty
- 15) Douglas
- 16) Emanuel
- 17) Floyd
- 18) Forsyth
- 19) Gwinnett
- 20) Henry
- 21) Irwin
- 22) Jackson
- 23) Jeff Davis
- 24) Jenkins
- 25) Jones

- 26) Lamar
- 27) Lee
- 28) Liberty
- 29) Long
- 30) Lumpkin
- 31) Macon
- 32) Macon-Bibb
- 33) McIntosh
- 34) Meriwether
- 35) Mitchell
- 36) Monroe
- 37) Morgan
- 38) Newton
- 39) Paulding
- 40) Pierce
- 41) Polk
- 42) Rockdale
- 43) Spalding
- 44) Stephens
- 45) Stewart
- 46) Sumter
- 47) Talbot
- 48) Tattnall
- 49) Taylor
- 50) Toombs
- 51) Troup

- 52) Turner
- 53) Walton
- 54) Whitfield
- 55) Wilkes

Florida

- 56) Alachua
- 57) Hernando
- 58) Union
- 59) Walton

North Carolina

- 60) Bertie
- 61) Buncombe
- 62) Columbus
- 63) Gates
- 64) Greene
- 65) Halifax
- 66) Madison
- 67) Montgomery
- 68) Moore
- 69) Orange
- 70) Wake

South Carolina

- 71) Aiken

- 72) Beaufort
- 73) Berkeley
- 74) Calhoun
- 75) Colleton
- 76) Darlington
- 77) Dorchester
- 78) Edgefield
- 79) Fairfield
- 80) Florence
- 81) Greenville
- 82) Hampton
- 83) Horry
- 84) Jasper
- 85) Lancaster
- 86) Laurens
- 87) Newberry
- 88) Oconee
- 89) Orangeburg
- 90) Richland
- 91) Sumter

Tennessee

- 92) Hamilton

Alabama

- 93) Jefferson

State Governmental Entities. States have many entities as part of financial reporting: agencies, departments, colleges, university foundations, and other component units that are audited. Please see the following for a listing of State governmental entities we have served in the past three years:

- 1) Abraham Baldwin Agri. College Foundation
- 2) Aiken Technical College
- 3) Athens State University, AL
- 4) Calhoun Community College
- 5) Central Carolina Technical College
- 6) College of Coastal Georgia Foundation
- 7) Denmark Technical College
- 8) Drake State Community and Technical College
- 9) Francis Marion University
- 10) Ga. Building Authority (GBA)
- 11) Ga. Business Success Center
- 12) Ga. College & State Univ. Foundation
- 13) Ga. Dept. of Behavioral Health
- 14) Ga. Dept. of Economic Development
- 15) Ga. Education Authority
- 16) Ga. Environmental Finance Auth. (GEFA)
- 17) Ga. Higher Education Assistance Corp.
- 18) Ga. Higher Education Facilities Authority
- 19) Ga. Highlands College Foundation
- 20) Ga. Lottery Corporation (LOTTO)
- 21) Ga. Military College Foundation
- 22) Ga. Ports Authority (GPA)
- 23) Ga. Southern Univ. Athletic Foundation
- 24) Ga. Southern Univ. Foundation
- 25) Ga. State Financing & Investment Com. (GSFIC)
- 26) Ga. State Univ. Athletic Foundation

- 27) Ga. State Univ. Foundation
- 28) Ga. Student Finance Authority (GSFA)
- 29) Ga. Superior Court Clerk's Cooperative Auth.
- 30) Ga. Technology Authority
- 31) Ga. World Congress Center Authority
- 32) Gadsden State Community College
- 33) Greenville Technical College
- 34) University of Chattanooga Foundation
- 35) Trident Technical College
- 36) Kennesaw State Univ. Athletic Department
- 37) Kennesaw State Univ. Athletic Foundation
- 38) Kennesaw State Univ. Research Foundation
- 39) Kennesaw State Univ. Foundation
- 40) Medical College of Georgia Foundation
- 41) Mississippi College of Georgia Foundation
- 42) New College of Florida
- 43) Northeast Alabama Community College
- 44) Northeastern Technical College
- 45) Northwest Florida College Foundation
- 46) Northwest Shoals Community College
- 47) Polytechnic Foundation of Kennesaw State Univ.
- 48) REACH Georgia (of the GSFC)
- 49) Snead State Community College
- 50) South Carolina Comptroller Generals Office
- 51) South Carolina Education Lottery Commission
- 52) South Carolina Transportation Infrastructure Bank



- | | |
|--|--|
| 53) South Carolina Infrastructure Bank | 61) Tri County Technical College |
| 54) South Carolina Insurance Reserve Fund | 62) University of North Alabama |
| 55) South Carolina Department of Transportation | 63) University of North Georgia Foundation |
| 56) South Carolina Jobs-Economic Development Auth | 64) University of West Alabama |
| 57) South Carolina Office of the State Auditor | 65) University of West Georgia Foundation |
| 58) Southern Polytechnic Applied Research Foundation | 66) University System of Georgia |
| 59) State College of Florida Sarasota-Manatee | 67) Williamsburg Technical College |
| 60) Stone Mountain Memorial Association | |

School Systems. Boards of Education we have served within the past three years:

Georgia

- 1) Atlanta Independent Schools
- 2) Barrow County Schools
- 3) Bartow County Schools
- 4) Bibb County Schools
- 5) Buford City Schools
- 6) Butts County Schools
- 7) Camden County Schools
- 8) Carroll County Schools
- 9) Carrollton City Schools
- 10) Cartersville City Schools
- 11) Clayton County Schools
- 12) Cobb County Schools
- 13) Colquitt County Schools
- 14) Commerce City Schools
- 15) Coweta County Schools
- 16) Dawson County Schools
- 17) Decatur City Schools
- 18) DeKalb County Schools
- 19) Dodge County Schools
- 20) Dougherty County Schools
- 21) Douglas County Schools
- 22) Dublin City Schools
- 23) Effingham County Schools
- 24) Fannin County Schools
- 25) Fayette County Schools
- 26) Floyd County Schools
- 27) Forsyth County Schools
- 28) Fulton County Schools
- 29) Gilmer County Schools
- 30) Glynn County Schools
- 31) Gordon County Schools

- 32) Greene County Schools
- 33) Griffin-Spalding County Schools
- 34) Gwinnett County Schools
- 35) Habersham County Schools
- 36) Hancock County Schools
- 37) Henry County Schools
- 38) Houston County Schools
- 39) Jefferson City Schools
- 40) Laurens County Schools
- 41) Lumpkin County Schools
- 42) Marietta City Schools
- 43) Marion County Schools
- 44) Newton County Schools
- 45) Oconee County Schools
- 46) Peach County Schools
- 47) Pickens County Schools
- 48) Polk County Schools
- 49) Putnam County Schools
- 50) Rockdale County Schools
- 51) Rome City Schools
- 52) Savannah-Chatham Co. Schools
- 53) Stephens County Schools
- 54) Thomas County Schools
- 55) Troup County Schools
- 56) Twiggs County Schools
- 57) Union County Schools
- 58) Walton County Schools
- 59) Ware County Schools
- 60) White County Schools

- 62) Sheffield City School
- 63) Limestone County Board of Education
- 64) Jackson County Board of Education

Florida

- 65) Hardee County Schools
- 66) Highland County Schools
- 67) Manatee County Schools
- 68) Lee County Schools

South Carolina

- 69) Beaufort County Schools
- 70) Berkeley County School District
- 71) Calhoun County Schools
- 72) Charleston County Schools
- 73) Clarendon Co. School Dist. 1
- 74) Colleton County Schools
- 75) Florence School Dist. 1
- 76) Florence School Dist. 3
- 77) Horry County Schools
- 78) Marlboro County Schools
- 79) Orangeburg County School District
- 80) Richland Co. School Dist. 1
- 81) South Carolina Public Charter School District
- 82) Sumter County Schools

Tennessee

- 83) Bristol City Schools
- 84) Hamilton County Schools

Alabama

- 61) Athens City Schools

Charter School Systems. Charter schools we have served within the past three years:

- | | |
|--|---|
| 1) Academy for Classical Education (ACE) | 16) International Community School |
| 2) Atlanta Classical Charter Academy | 17) Just for Girls Academy |
| 3) Atlanta Heights Charter Academy | 18) Kendezi School |
| 4) Brookhaven Innovation Academy | 19) KIPP Metro Atlanta Collaborative |
| 5) Coastal Empire Montessori Academy | 20) KIPP Opportunity Fund |
| 6) Cherokee Charter Academy | 21) KIPP South Fulton Academy |
| 7) Cirrus Academy | 22) Lighthouse Academies |
| 8) Coweta Charter Academy | 23) Manatee School of Arts & Sciences |
| 9) East Point Academy of South Carolina | 24) Northwest Classical Charter Academy |
| 10) Florida School for the Deaf and Blind | 25) NW Florida St. College – Collegiate High School |
| 11) Furlow Charter School | 26) Pataula Charter Academy |
| 12) Gwinnett County BOE Charter Schools | 27) Pensacola State College Charter Academy |
| 13) Gwinnett Online Campus | 28) Phoenix Center Community Service Board |
| 14) Graduation Achievement Charter High School | 29) Provost Academy of Georgia |
| 15) International Charter Academy of Georgia | 30) School for Arts Infused Learning |



- 31) Scintilla Charter Academy
- 32) SKY Academy Englewood
- 33) SKY Academy Venice
- 34) SLAM Academy
- 35) Spring Creek Charter Academy

- 36) SW Georgia STEM Charter School
- 37) St. Petersburg Collegiate High School
- 38) Susie King Taylor Community School
- 39) Troup County College & Career Academy
- 40) Tybee Island Maritime Academy

Business-Type Special Purpose Governments. Please see the following for a listing of business-type stand-alone special purpose business-type governments we have served in the past three years:

Water/Sewer & Electric Utility

- 1) Albertville Municipal Utilities Board
- 2) Athens Electric Utility
- 3) Athens Water and Sewer Utility
- 4) Atlanta Watershed
- 5) Augusta Utilities (Water/Sewer Ops)
- 6) Barrow County Water & Sewer Authority
- 7) Beaufort Jasper Water & Sewer Authority
- 8) Berkeley County Water & Sanitation
- 9) Bristol Essential Services
- 10) Bristol Joint Sewer System
- 11) Broad Creek Public Service District
- 12) Brunswick - Glynn Joint Water & Sewer Comm.
- 13) Butts County Water & Sewer Authority
- 14) Cape Fear Public Utility Authority
- 15) Catawba River Water Supply Project
- 16) CDE Lightband
- 17) Charleston Regional Resources Recovery Auth.
- 18) Charleston Water System
- 19) Chatsworth Water Works Commission
- 20) City of Sheffield Utilities
- 21) Clarksville Gas, Water & Wastewater
- 22) Clayton County Water Authority
- 23) Cobb County - Marietta Water Authority
- 24) Crisp County Power Commission
- 25) Dutton Waterworks
- 26) Eatonton-Putnam Water & Sewer Authority
- 27) Edgefield County Water & Sewer Authority
- 28) Electric Power Board of Chattanooga
- 29) Electric Power Board of Chattanooga, TN
- 30) Emerald Coast Utilities Authority
- 31) Englewood Water District
- 32) Gladeville Utility District
- 33) Grand Strand Water & Sewer Authority
- 34) Greenville Water System
- 35) Greenwood Commissioners of Public Works
- 36) Greer Commission of Public Works
- 37) Guntersville Water and Sewer Board
- 38) Gwinnett County Water and Sewerage Authority
- 39) Hamilton Co. Water & Wastewater Treatment
- 40) Henry County Water Authority
- 41) Huntsville Utilities
- 42) Limestone County Water and Sewer Authority
- 43) Lumpkin County Water & Sewerage Authority
- 44) Macon Water Authority
- 45) Middle Chattahoochee Regional Water & Sewer Authority
- 46) Middle Georgia Regional Water & Sewer Authority
- 47) Mount Pleasant Waterworks

- 48) Newton County Water & Sewerage Authority
- 49) North Charleston Sewer District
- 50) Onslow Water & Sewer Authority
- 51) Orangeburg Department of Public Utilities
- 52) Peace River/Manasota Reg. Water Supply Auth.
- 53) Peachtree City Water & Sewerage Authority
- 54) Polk County Water Authority
- 55) Renewable Water Resource
- 56) Seabrook Island Utility Commission
- 57) Seacoast Utility Authority
- 58) Section Waterworks
- 59) Sheffield Utilities
- 60) Susanville Sanitary District
- 61) Tampa Bay Water
- 62) Warren County Utility District
- 63) Waterworks & Sewer Board of the Town of Parrish

Airports

- 64) Atlanta Hartsfield-Jackson International Airport
- 65) Augusta-Richmond County Regional Airport
- 66) Charleston County Aviation Authority
- 67) Glynn County Airport Commission
- 68) Gwinnett Airport Authority
- 69) Halifax-Northampton Regional Airport Authority
- 70) Horry County Airport
- 71) Moore County (Pinehurst) Airport Authority
- 72) Paulding County Airport Authority
- 73) Walterboro-Colleton County Airport Commission

Transit

- 74) Chatham Area Transit Authority
- 75) Chattanooga Area Reg. Transportation Authority
- 76) Jackson Transit Authority, TN
- 77) Lakeland Area Mass Transit District
- 78) Lowcountry Regional Transit Authority
- 79) Macon-Bibb County Transit Authority
- 80) Pee Dee Regional Transit Authority
- 81) Santee Wateree Regional Transit Authority
- 82) South Florida Regional Transportation Authority
- 83) Waccamaw Regional Transportation Authority

Gas

- 84) Athens Gas Utility
- 85) Austell Natural Gas System
- 86) Natural Gas Acquisition Corp.



Other Governments. Other governmental entities we have audited within the past three years:

- 1) Albany - Dougherty Inner City Authority
- 2) Albany – Dougherty County Land Bank
- 3) Amelia Island Convention & Visitors Bureau
- 4) Amelia Island Mosquito District
- 5) Allendale County Hospital
- 6) Athens Limestone 911 District
- 7) Athens Limestone Hospital
- 8) Athens Limestone Industrial Development Board
- 9) Athens Limestone Landfill
- 10) Atlanta Firefighters Pension Plan
- 11) Atlanta General Employees Pension Plan
- 12) Atlanta Police Pension Plan
- 13) Atlanta Development Authority
- 14) Atlanta Economic Renaissance Corporation
- 15) Atlanta Housing Opportunity
- 16) Avita Community Partners
- 17) Bayshore Gardens Park & Recreation District
- 18) Berkeley County Water & Sanitation
- 19) Bledsoe County Nursing Home
- 20) Bradenton Downtown Development Authority
- 21) Bristol Public Library
- 22) Brookhaven Convention and Visitors Bureau
- 23) Buncombe County Tourism Development Authority
- 24) Camden County Joint Development Authority
- 25) Camden County Public Service Authority
- 26) Captiva Erosion Prevention District
- 27) Central Community Redevelopment Agency
- 28) Central Georgia Joint Development Authority
- 29) Central Midlands Council of Govts.
- 30) Central Savannah River Area Regional Comm.
- 31) Charleston Co. Parks & Recreation Authority
- 32) Chatham County Jail Complex
- 33) Chatham County Tax Commissioner
- 34) Chatham County-Savannah Metro Planning Comm.
- 35) Chattahoochee River 911 Authority
- 36) Chattanooga Area Regional Council of Govts.
- 37) Citrus County Mosquito District
- 38) City of Albany- Chehaw Park Authority
- 39) City of East Point Retirement Plan
- 40) City of Sandy Springs Development Authority
- 41) Classic Center Auth. of Clarke County
- 42) Clayton Center Community Service Board
- 43) Clayton Co. Pension Fund
- 44) Clayton Co. Sheriff's Office
- 45) Coastal Heritage Society
- 46) Cobb Center Community Service Board
- 47) Cobb County-Marietta Water Auth. Pension
- 48) Colleton County Commission on Drug & Alcohol Abuse
- 49) Columbia Development Corp.
- 50) Columbia Empowerment Zone
- 51) Columbia Housing Development Corp.
- 52) Columbus County Tourism Development Authority
- 53) Community Housing Services Agency (CHSA)
- 54) Convention and Visitors Bureau of Dunwoody
- 55) Crisp Co.- Cordele Industrial Development Authority
- 56) Crisp Co.- Cordele Industrial Development Council
- 57) Cumberland Community Improvement District
- 58) Decide DeKalb
- 59) DeKalb County Public Library
- 60) Dev. Auth. of City of Jeffersonville & Twiggs Co.
- 61) Development Authority of City of Roswell
- 62) Development Authority of Lumpkin County
- 63) Development Authority of Peachtree City
- 64) Development Authority of Warner Robins
- 65) Downtown Atlanta Revitalization
- 66) Downtown Chattanooga Alliance
- 67) East Alabama Regional Planning & Development
- 68) Eau Development Corporation
- 69) E.G. Fisher Public Library
- 70) Ensor Forest Apartments
- 71) Fairfield County Library
- 72) Fayette County Development Authority
- 73) Fifth Circuit Solicitor of Richland County
- 74) Florida Bar
- 75) Florida Bar Retiree Health Plan
- 76) Foundation for the Mental Health Center of NC Alab
- 77) Forsyth County Public Library
- 78) Georgia Charter Educational Foundation
- 79) Georgia Mountains Regional Commission
- 80) Georgia Pines Community Service Board
- 81) Georgia Ports Auth. DB & OPEB Plan
- 82) Georgia Ports Auth. Defined Contribution Plan
- 83) Grand Strand W&S Auth OPEB Plan
- 84) Griffin Spalding County Land Bank Authority
- 85) Gwinnett Civic/Cultural Center Operations
- 86) Gwinnett Convention and Visitors Bureau
- 87) Gwinnett County Development Authority
- 88) Gwinnett County Public Facilities Authority
- 89) Gwinnett County Public Library
- 90) Gwinnett County Recreation Authority
- 91) Hallandale Beach CRA
- 92) Halifax County Tourism Development Authority
- 93) Hardee County Industrial Development Authority
- 94) Heart of Georgia Altamaha Regional Commission
- 95) Hospital Authority of St. Marys
- 96) Housing Authority of Clayton County
- 97) Houston County Library System
- 98) Islamorada, City of Islands, Florida
- 99) Jacksonville, NC Tourism Development Authority
- 100) Jefferson Co. Economic and Industrial Dev Authority
- 101) Keep Peachtree City Beautiful Commission
- 102) Kennesaw State University Athletic Department
- 103) Lamar County Recycling Authority
- 104) Lawrence County Health Care Authority
- 105) Lebanon Senior Center
- 106) Legacy Community Health Services
- 107) Liberty Consolidated Planning Commission
- 108) Liberty County Development Authority
- 109) Live Oak Public Library
- 110) Lumpkin County Hospital Authority
- 111) Macon-Bibb County Land Bank Authority
- 112) Macon-Bibb County Urban Development Authority
- 113) Madison Tourism Development Authority
- 114) Manatee County Mosquito Control Dist
- 115) Manatee Technical Institute
- 116) Manchester Development Authority
- 117) MARTA/ATU Local 732 Employees Retirement



- 118) McIntosh Trail Community Service Board
- 119) McMinn County Library
- 120) McPherson Implementing Local Redev. Authority
- 121) McPherson Planning Local Redevelopment Authority
- 122) Mental Health Center of North Central Alabama
- 123) Meriwether County Industrial Development Authority
- 124) Metropolitan Planning Commission (MPC)
- 125) Miami Beach Employees Retirement Plan
- 126) Middle Flint Regional E-911 Authority
- 127) Middle Georgia Community Service Board
- 128) Milledgeville-Baldwin County Dev. Authority
- 129) Moore County Convention & Visitors Bureau
- 130) NE Corridor, LLC
- 131) Newton County Industrial Development Auth
- 132) North Charleston District
- 133) North Fulton Regional Radio Authority
- 134) Northeast Georgia Regional Commission
- 135) Northwest Florida State College Foundation
- 136) North Port Fire Pension
- 137) North Port Police Pension
- 138) Ocean Highway and Port Auth. of Nassau County
- 139) Oconee Center Community Service Board
- 140) Orangeburg Co. Development Commission
- 141) Orangeburg County Library
- 142) Palm Bay Police & Fire Pension Plan
- 143) Palm Tran Amalgamated Transit Union Pension
- 144) Palm Beach Gardens Firefighters Pension
- 145) Paulding County Industrial Development Authority
- 146) Peace River/Manasota Regional Water Supply Auth.
- 147) Peachtree City Convention & Visitor's Bureau
- 148) Phoenix Center Community Service Board
- 149) Pooler Chamber of Commerce
- 150) Port Authority of Corpus Christi & Nueces County
- 151) Private Colleges and Universities Authority
- 152) Public Bldg. Auth. of Knox Co. & City of Knoxville
- 153) Redevelopment Agency of Warner Robins
- 154) Richland County Libraries
- 155) Riverdale Downtown Development Authority
- 156) River's Edge Community Service Board
- 157) Saluda Nursing Center
- 158) Sandy Springs Hospitality Board
- 159) Santee-Lynches Reg. Council of Governments
- 160) Santee-Lynches Reg. Development Corp.
- 161) Sarasota General Employees Pension
- 162) Sarasota Firefighters Pension
- 163) Sarasota Police Officers Pension
- 164) Savannah Chatham County Land Bank Authority
- 165) Savannah Development & Renewal Authority
- 166) Seacoast Utility Authority
- 167) Serenity Behavioral Health Systems
- 168) South Carolina Centers of Economic Excellence
- 169) South Island Public Service District
- 170) SOWEGA Council on Aging
- 171) St. Augustine Municipal Firefighters Pension
- 172) Talbot County Development Authority
- 173) Toccoa-Stephens County Public Library
- 174) Trailer Estates (FL)
- 175) Two Notch Development Corp.
- 176) Tybee Island Maritime Academy
- 177) Vidalia Onion Committee
- 178) Walterboro-Colleton County Airport Commission
- 179) Waycross / Ware County Development Authority
- 180) West Jackson Fire District
- 181) Wilson County / Lebanon Development Board

Water & sewer operations. Below is a listing of water/sewer operations we have served within the past three years:

- | | | |
|--------------------------|-----------------------------|----------------------------|
| 1) Aiken County | 25) City of Cartersville | 49) City of Gulf Stream |
| 2) Athens-Clarke County | 26) City of Cayce | 50) City of Haines City |
| 3) Augusta-Richmond Co. | 27) City of Cedartown | 51) City of Hendersonville |
| 4) Barrow County | 28) City of Clarksville | 52) City of Hinesville |
| 5) Berkeley County, SC | 29) City of Clemson | 53) City of Islamorada |
| 6) Bertie County | 30) City of Clinton | 54) City of Jackson |
| 7) Calhoun County | 31) City of Clover | 55) City of Jacksonville |
| 8) Camden County | 32) City of College Park | 56) City of Jefferson |
| 9) Chatham County | 33) City of Colquitt | 57) City of Johnsonville |
| 10) City of Aiken | 34) City of Conyers | 58) City of Kingsland |
| 11) City of Albany | 35) City of Cooper City | 59) City of Lagrange |
| 12) City of Americus | 36) City of Cordele | 60) City of Lake Placid |
| 13) City of Arcadia | 37) City of Covington | 61) City of Lawrenceville |
| 14) City of Ashburn | 38) City of Crystal River | 62) City of Lebanon |
| 15) City of Bainbridge | 39) City of Fairburn | 63) City of Leesburg |
| 16) City of Ball Ground | 40) City of Fayetteville | 64) City of Long Boat Key |
| 17) City of Barnesville | 41) City of Fernandina | 65) City of Manchester |
| 18) City of Bloomingdale | 42) City of Forsyth | 66) City of Mansfield |
| 19) City of Bradenton | 43) City of Ft. Myers Beach | 67) City of Marco Island |
| 20) City of Brunswick | 44) City of Garden City | 68) City of Milledgeville |
| 21) City of Butler | 45) City of Georgetown | 69) City of Monroe |
| 22) City of Byron | 46) City of Goose Creek | 70) City of Morristown |
| 23) City of Callaway | 47) City of Griffin | 71) City of Naples |
| 24) City of Canton | 48) City of Gulfport | 72) City of North Augusta |



- | | | |
|----------------------------|--------------------------|-----------------------------|
| 73) City of North Port | 94) City of Thunderbolt | 115) Mitchell County |
| 74) City of Palmetto | 95) City of Tifton | 116) Montgomery County |
| 75) City of Perry | 96) City of Toccoa | 117) Monroe County |
| 76) City of Plant City | 97) City of Tuscaloosa | 118) Moore County |
| 77) City of Pooler | 98) City of Tybee Island | 119) Orange County |
| 78) City of Port Wentworth | 99) City of Union City | 120) Orangeburg County |
| 79) City of Powder Springs | 100) City of Valdosta | 121) Paulding County |
| 80) City of Reynolds | 101) City of Villa Rica | 122) Richland County, SC |
| 81) City of Richmond Hill | 102) City of Wildwood | 123) Rockdale County |
| 82) City of Rock Hill, SC | 103) Columbia Co. | 124) Spalding County |
| 83) City of Rockmart | 104) Crisp County | 125) Talbot County |
| 84) City of Rocky Mount | 105) DeKalb County | 126) Taylor County |
| 85) City of Rome | 106) Floyd County | 127) Walton County |
| 86) City of Roswell | 107) Forsyth County | 128) Town of Black Mountain |
| 87) City of Savannah | 108) Gates County | 129) Town of Chapin |
| 88) City of Seneca, SC | 109) Greene County | 130) Town of Hemingway |
| 89) City of Social Circle | 110) Halifax County | 131) Town of Pamplico |
| 90) City of St. Marys | 111) Lee County | 132) Town of Selma |
| 91) City of Stockbridge | 112) Liberty County | 133) Town of Wilkesboro |
| 92) City of Suwanee | 113) Lincoln County | 134) Town of Winnsboro |
| 93) City of Thomasville | 114) McIntosh County | 135) Village of Tequesta |

Gas operations. Below is a listing of gas operations served within the past three years:

- | | |
|-------------------------------|-----------------------------|
| 1) Athens-Clarke County | 15) City of Lagrange |
| 2) Austell Natural Gas System | 16) City of Lawrenceville |
| 3) Barrow County | 17) City of Lebanon |
| 4) City of Albany | 18) City of Pensacola |
| 5) City of Americus | 19) City of Perry |
| 6) City of Ashburn | 20) City of Rock Hill, SC |
| 7) City of Bainbridge | 21) City of Rocky Mount, NC |
| 8) City of Cartersville | 22) City of Social Circle |
| 9) City of Clarksville | 23) City of Thomasville |
| 10) City of Colquitt | 24) City of Tifton |
| 11) City of Cordele | 25) City of Toccoa |
| 12) City of Covington | 26) Town of Winnsboro |
| 13) City of Fountain Inn, SC | |
| 14) City of Jackson | |

Electric operations. Below is a listing of electrical operations served within the past three years:

- | | |
|-------------------------------|-----------------------------------|
| 1) Bristol Essential Services | 13) City of Lawrenceville |
| 2) City of Albany | 14) City of Mansfield |
| 3) City of Barnesville | 15) City of Morristown |
| 4) City of Cartersville | 16) City of Monroe |
| 5) City of Clewiston | 17) City of Rock Hill |
| 6) City of Clinton | 18) City of Rocky Mount, NC |
| 7) City of College Park | 19) City of Seneca |
| 8) City of Fairburn | 20) City of Thomasville |
| 9) City of Forsyth | 21) Crisp County Power Commission |
| 10) City of Griffin | 22) Town of Selma |
| 11) City of Jackson | 23) Town of Winnsboro |
| 12) City of Lagrange | |



Transit operations. Below is a listing of transit operations served within the past three years:

- | | |
|-----------------------------------|---|
| 1) Chatham Area Transit Authority | 9) Birmingham-Jefferson County Transit Auth. |
| 2) City of Albany | 10) Fairfield County, SC |
| 3) City of Clarksville | 11) Lakeland Area Mass Transit District |
| 4) City of Clemson, SC | 12) Madison County |
| 5) City of Hinesville | 13) Polk Transit Authority |
| 6) City of Huntsville, AL | 14) South Florida Regional Transportation Auth. |
| 7) City of Rock Hill, SC | 15) Whitfield Transit |
| 8) City of Seneca, SC | |

Airport operations. Below is a listing of airport operations served within the past three years:

- | | |
|---|---|
| 1) Athens-Clarke County | 15) Fairfield County, SC |
| 2) Augusta-Richmond County Regional Airport | 16) Floyd County |
| 3) Barrow County | 17) Glynn County Airport Commission |
| 4) Beaufort Co., SC - City of Hilton Head | 18) Gwinnett Airport Authority |
| 5) Beaufort Co., SC - Lady's Island | 19) Henry County |
| 6) City of Aiken | 20) Lancaster Co., SC |
| 7) City of Albany | 21) Macon-Bibb Co. - Downtown Airport |
| 8) City of Covington | 22) Macon-Bibb Co. - Mid.Ga. Regional Airport |
| 9) City of Fernandina | 23) Newberry County, SC |
| 10) City of Griffin | 24) Oconee Co., SC |
| 11) City of Orangeburg, SC | 25) Paulding County Airport Authority |
| 12) City of Pensacola | 26) Richland County, SC |
| 13) Darlington County, SC | 27) Taylor County |
| 14) DeKalb County | 28) Walterboro-Colleton County Airport Commission |

Certificates of Achievement & Excellence in Financial Reporting



Mauldin & Jenkins has served **over 725 governments** in the past several years, and **181** governmental units who obtain the GFOA's Certificate of Achievement for Excellence in Financial Reporting (and, or the ASBO's Certificate of Excellence in Financial Reporting).



Mauldin & Jenkins' clients have never failed to obtain the Certificate! Every Annual Comprehensive Financial Report submitted has received the award. The following are current clients:

- | | | | |
|-----------------------|--------------------|------------------------|---------------------|
| Counties: | 18) Floyd | 37) Polk | 54) Bluffton, SC |
| 1) Aiken, SC | 19) Forsyth | 38) Richland, SC | 55) Bradenton, FL |
| 2) Athens-Clarke | 20) Glynn | 39) Rockdale | 56) Bristol, TN |
| 3) Augusta-Richmond | 21) Greenville, SC | 40) Spalding | 57) Brookhaven |
| 4) Barrow | 22) Gwinnett | 41) Wake, NC | 58) Brunswick |
| 5) Beaufort, SC | 23) Halifax, NC | 42) Walton | 59) Callaway, FL |
| 6) Buncombe, NC | 24) Hamilton, TN | 43) Whitfield | 60) Cartersville |
| 7) Butts | 25) Henry | | 61) Cayce, SC |
| 8) Camden | 26) Horry, SC | Cities: | 62) Chamblee |
| 9) Cartersville | 27) Jackson | 44) Aiken, SC | 63) Charleston, SC |
| 10) Chatham | 28) Lancaster, SC | 45) Albany | 64) Chamblee |
| 11) Clayton | 29) Liberty | 46) Alpharetta | 65) Chapin, SC |
| 12) Colleton, SC | 30) Macon-Bibb | 47) Americus | 66) Clarksville, TN |
| 13) Columbus-Muscogee | 31) Morgan | 48) Apopka, FL | 67) Clemson, SC |
| 14) DeKalb | 32) Moore, NC | 49) Austell | 68) College Park |
| 15) Douglas | 33) Newton | 50) Avondale Estates | 69) Conyers |
| 16) Edgefield, SC | 34) Oconee, SC | 51) Ball Ground | 70) Cooper City, FL |
| 17) Florence, SC | 35) Orange, NC | 52) Beaufort, SC | 71) Covington |
| | 36) Paulding | 53) Black Mountain, NC | 72) Decatur |



- | | | | |
|----------------------------|-----------------------|-------------------------|-------------------------|
| 73) Doraville | 91) Hinesville | 109) Mount Pleasant, SC | 127) Rome |
| 74) Douglasville | 92) Holly Springs | 110) Naples, FL | 128) Roswell |
| 75) Dunwoody | 93) Huntsville, AL | 111) N. Augusta, SC | 129) St. Marys |
| 76) Fayetteville | 94) Jacksonville, NC | 112) N. Charleston, SC | 130) Sandy Springs |
| 77) Fairburn | 95) John's Creek | 113) North Port, FL | 131) Savannah |
| 78) Forest Park | 96) Juno Beach, FL | 114) Palmetto | 132) Social Circle |
| 79) Forsyth | 97) Kennesaw | 115) Peachtree City | 133) Stockbridge |
| 80) Garden City | 98) Kiawah Island | 116) Perry | 134) Suwanee |
| 81) Garner, NC | 99) Kingsland | 117) Plant City, FL | 135) Thunderbolt |
| 82) Georgetown | 100) Marco Island, FL | 118) Pooler | 136) Tarpon Springs, FL |
| 83) Griffin | 101) Lagrange | 119) Port Wentworth | 137) Thomasville |
| 84) Gulfport, MS | 102) Lawrenceville | 120) Powder Springs | 138) Tuscaloosa, AL |
| 85) Haines City, FL | 103) Longboat Key, FL | 121) Prattville | 139) Union City |
| 86) Hallandale Bch, FL | 104) Milledgeville | 122) Richmond Hill | 140) Valdosta |
| 87) Hapeville | 105) Milton | 123) Riverdale | 141) Villa Rica |
| 88) Hardeeville, SC | 106) Monroe | 124) Rockhill | 142) Zebulon, NC |
| 89) Hendersonville, NC | 107) Morristown, TN | 125) Rockmart | |
| 90) Hilton Head Island, SC | 108) Morrow | 126) Rocky Mount, NC | |

Boards of Education:

- 143) Atlanta Public Schools
- 144) Beaufort County Schools
- 145) Bibb County Schools
- 146) Cartersville City Schools
- 147) Cobb County Schools
- 148) Fayette County Schools
- 149) Fulton County Schools
- 150) Griffin-Spalding County Schools
- 151) Gwinnett County Schools
- 152) Horry County Schools
- 153) Lee County School District
- 154) Marietta City Schools
- 155) Putnam County Schools
- 156) Richland Co. School District One
- 157) Savannah-Chatham County Schools

State Governmental Entities:

- 158) Ga. Environ. Fin. Auth. (GEFA)
- 159) Ga. Ports Authority

Other Governmental Entities:

- 160) Beaufort Jasper Water & Sewer Auth.
- 161) Cape Fear Public Utility Authority

- 162) Central Savannah River Area Regional Comm.
- 163) Charleston Water System
- 164) Clayton County Water Authority
- 165) Cobb County - Marietta Water Authority
- 166) Emerald Coast Utilities Authority
- 167) Greenville Technical College
- 168) Greenville Water System
- 169) Greenwood Commissioners of Public Works
- 170) Greer Commission of Public Works
- 171) Hartsfield-Jackson International Airport
- 172) Henry County Water Authority
- 173) Lowcountry Regional Transportation Authority
- 174) Macon Water Authority
- 175) Mount Pleasant Waterworks
- 176) North Charleston Sewer District
- 177) Onslow Water & Sewer Authority
- 178) Port of Corpus Christi Authority
- 179) Public Building Authority of Knox Co. & Knoxville
- 180) South Florida Transportation Authority
- 181) Tampa Bay Water Authority

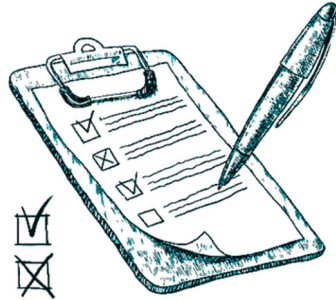
PAFR Experience

The GFOA established the Popular Annual Financial Report ("PAFR") Awards Program in 1991 to encourage and assist state and local governments to extract information from their annual comprehensive financial report to produce a high quality PAFR. PAFR's are specifically designed to be readily accessible and easily understandable to the general public and other interested parties without a background in public finance. The GFOA's award program recognizes individual governments that are successful in achieving that goal.

Mauldin & Jenkins currently serves numerous local governments who prepare a PAFR on an annual basis. We assist our clients in planning, developing and reviewing their PAFR's, and believe such deliverables to be extremely valuable to governments communicating their finances to the general public.

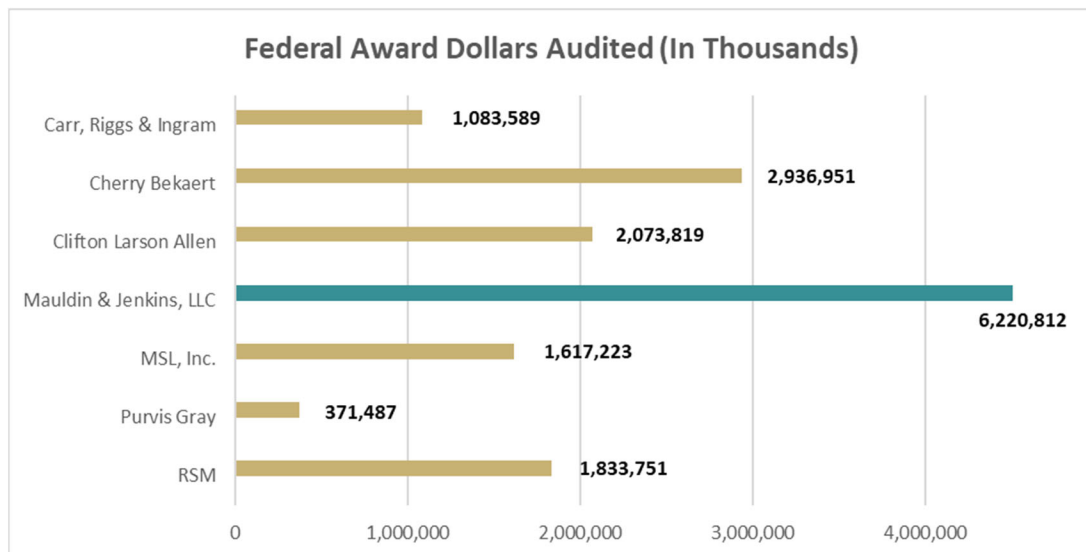
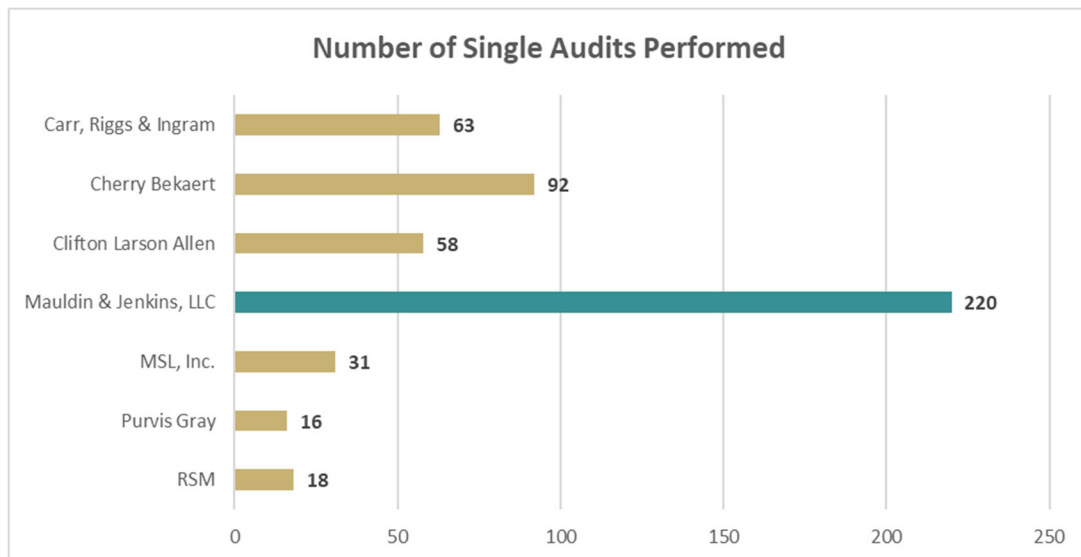
Should the City be interested in preparing such a report, we would enjoy the opportunity to assist.

Audits of Federally Funded Programs (Single Audits)



Based on data provided by the Federal Audit Clearinghouse ("FAC") through March 31, 2024 which is for calendar year 2023, Mauldin & Jenkins audits **220 entities** representing approximately **\$6 billion in federal expenditures** for state, local government, and non-profit clients which is the:

- **Highest** among public accounting firms in the Southeast as it relates to the number of Single Audits conducted; and
- **Highest** among public accounting firms in the Southeast as it relates to total expenditures audited under the Single Audit Act.



The above information was summarized from the Federal Audit Clearinghouse for audits with fiscal year-ends in calendar year 2023 as reported through March 31, 2024 for states in which our Firm has offices.

Governmental Attestation Services

Other attestation services beyond financial and compliance audits which Mauldin & Jenkins currently provides to our clients include:

- Forensic audits
- Performance audits
- Information systems audits
- Agreed-upon procedures
- Bond issuance services
- Capital asset inventory services

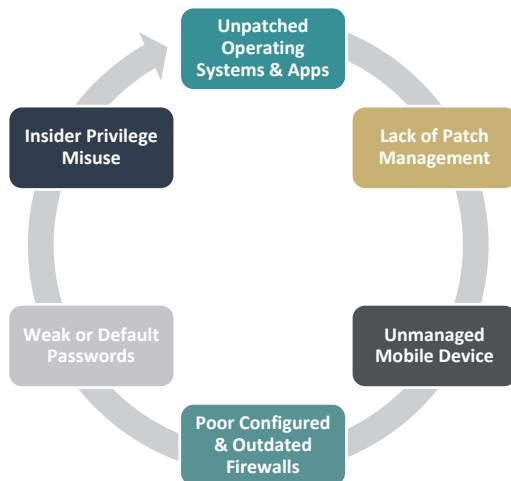
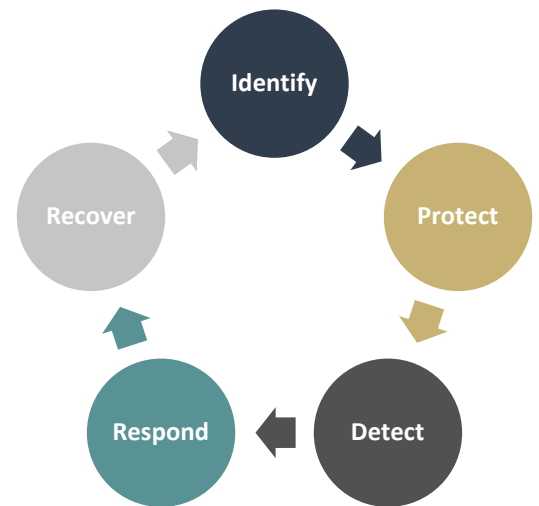
Governmental IT Solutions

As noted above, Mauldin & Jenkins performs various IT attestation and non-attestation services. The following are three such services.

Cybersecurity Framework Engagements

With governments dealing with IT ransoms, cybersecurity is one of the top issues on the minds of nearly every government (large & small). Managing this business issue is especially challenging. A government with a highly mature cybersecurity risk management program still has a residual risk that a material cybersecurity breach could occur and not be detected in a timely manner.

Services can be provided via: 1) attestation engagements or 2) consulting engagements. The AICPA has established standards for performing attestation engagements in this arena with the issuance of the SOC for Cybersecurity as part of its suite of System and Organization Controls (“SOC”) reporting. Consulting services can be provided while not compromising auditor independence.



System Vulnerability Assessments Engagements

This is the process of defining, identifying, classifying and prioritizing vulnerabilities in computer systems, applications and networks infrastructures, and providing an assessment with necessary knowledge, awareness and risks to understand the threats to determine appropriate reactions. Using specialized tools and applications, we can access networks to scan with automated tools and interrogate every device connected to network with the objective of searching for misconfigurations, unsupported software, missing software updates and patches, etc.

Penetration Testing Engagements

This is the practice of testing a computer system to find security vulnerabilities that a hacker / attacker could exploit using automation or manual applications. The process involves gathering information about the target before the test, identifying possible entry points, attempting to break in – actually or virtually – and reporting back the findings. Tests come from external or internal angles of entry. Our main objective is to identify security weaknesses. Penetration testing can also be used to: test an organization's security policy; its adherence to compliance requirements; its employees' security awareness; and, the government's ability to identify and respond to security incidents.

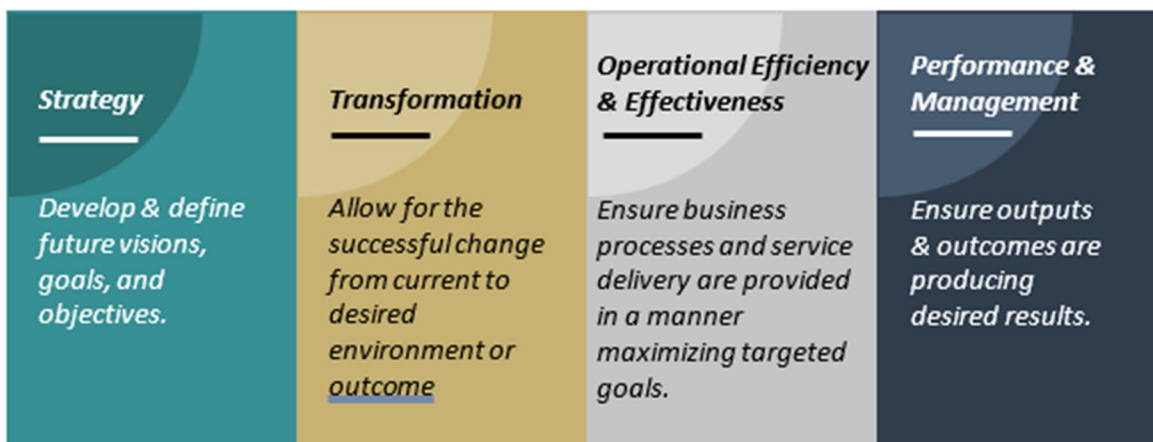


We would like to express our sincere appreciation for the quality of service provided by the staff of Mauldin & Jenkins. We would like to thank you for the level of detail and accountability you have demonstrated on this project and the way you conduct business as a whole. Our team could not be more satisfied with your work and we look forward to continuing this relationship.

Angela Jackson, City of Fairburn (GA), Finance Director

Governmental Advisory Services

Beyond traditional audit and accounting services and IT services, we provide advisory services that are wide-ranging in nature. Our experienced government advisory team helps governments, governmental agencies and special purpose governmental organizations balance fiscal responsibility with the latest business strategies to achieve targeted and overarching objectives. Our advisory services can be summarized via the following bubbles.





Similar Clients

In addressing the City's interest in the qualifications and client references of Mauldin & Jenkins and the request for audits performed for local governmental units, we have elected to report on five entities which most closely resemble the City in size and services (total staff hours). Should management of the City need some additional references, we would be happy to provide such data. The five entities we audit which most closely resemble the City are noted as follows:

1) *City of Atlanta, Georgia*

General Information	City government and the capital of Georgia with approximately 500,000 in population and assets in excess of \$19 billion and revenues of approximate billion. Government includes component units and Hartsfield Jackson International Airport. Financial & compliance audits; Single Audits; audits of component units; special bond issuance services; and various agreed-upon procedures; preparation of financial statements. Multiple single-employer defined benefit pension plans included in fiduciary trust funds.
Scope & Type of Engagement	Financial audits and compliance audits in accordance with OMB Circular A-133. Preparation of ACFR and the maintenance of the GFOA Certificate.
Dates	June 30, 2022 through present
Partners	Doug Moses, Adam Fraley, Trey Scott, David Irwin
Total Hours	4,000 hours
Contact Information	Ms. Youlanda Carr - (404) 865-8453 - ycarr@atlantaga.gov

2) *City of Tuscaloosa, Alabama*

General Information	City with population of approx. 101,000. Assets and revenues of approx. \$1 billion and \$222 million. General government, community services, education infrastructure and public services, urban development, intermodal facilities water and sewer, tourism, parking, and transit. Multiple pensions and OPEB. ACFR prepared and GFOA Certificate awarded.
Scope & Type of Engagement	Financial audits and compliance audits in accordance with the Uniform Guidance. Preparation of ACFR and the maintenance of the GFOA Certificate. Accounting financial reporting and internal control training of City's accounting staff.
Dates	2017 through present
Partners	Miller Edwards and David Irwin
Total Hours	1,000 hours
Contact Information	Ms. Carly Standridge, Chief Financial Officer – 205-248-5170 - cstandridge@tuscaloosa.com



3) City of Charleston, South Carolina

General Information	City with population of approx. 135,000. Aggregation of assets and revenues of approx. \$2.9 billion and \$474 million. General government, public safety, public service, urban and community development, culture and recreation, community promotions, health and welfare, business development, parking facilities, City market, golf course, museums, and other activities. Pension and OPEB. ACFR prepared and GFOA Certificate awarded for City and Water System.
Scope & Type of Engagement	Financial audits and compliance audits in accordance with the Uniform Guidance. Preparation of ACFR and the maintenance of the GFOA Certificate.
Dates	September 30, 2013 through present
Partners	Grant Davis and David Irwin
Total Hours	1,000 hours
Contact Information	Ms. Amy Wharton, CFO – 843-579-7596 whartona@charleston-sc.gov

4) City of Savannah, Georgia

General Information	City with population of approx. 146,000. Assets and revenues of approx. \$2 billion and \$437 million. General government, judicial, public safety, public works, health and welfare, culture and recreation, housing and development, water and sewer system, airports, garbage collection, waste management, transit, stormwater, component units. Multiple pensions and OPEB. CAFR prepared and GFOA Certificate awarded.
Scope & Type of Engagement	Financial audits and compliance audits in accordance with Uniform Guidance. Preparation of ACFR and the maintenance of the GFOA Certificate.
Dates	December 31, 2018 through present
Partners	Trey Scott and David Irwin
Total Hours	950 hours
Contact Information	Mr. David Maxwell, Director of Finance - (912) 651-6434 – dmaxwell@savannahga.gov

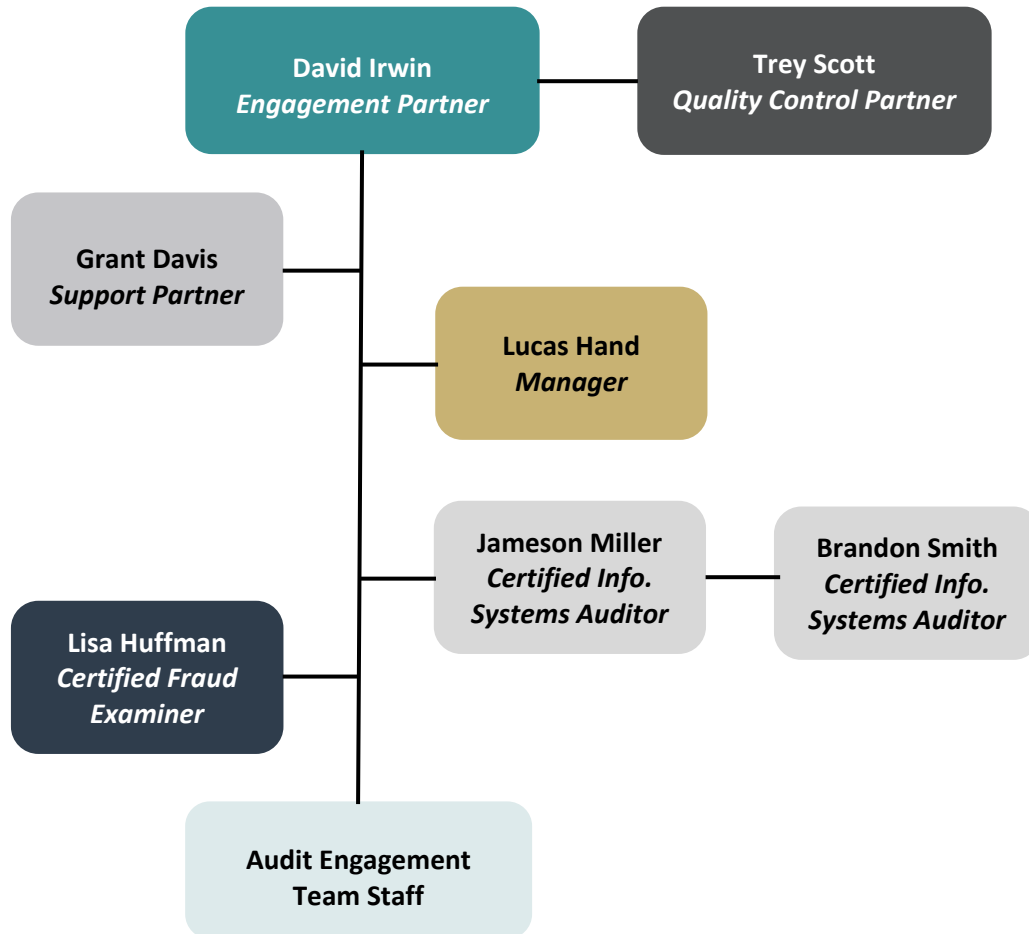
5) City of Gulfport, Mississippi

General Information	Second largest City in Mississippi with a population of approximately 72,000 and larger of the two principal cities in the Gulfport-Biloxi, Mississippi Metropolitan Statistical Area. The City has assets of approximately \$705 million and annual revenues of approximately \$118 million
Scope & Type of Engagement	Financial audits and compliance audits in accordance with Uniform Guidance. Preparation of ACFR and the maintenance of the GFOA Certificate.
Dates	September 30, 2018 through present
Partners	David Irwin and Trey Scott
Total Hours	800 hours
Contact Information	Mr. Todd Harman, Director of Finance and Administration - (228) 868-5705 - tharman@gulfport-ms.gov

Partner, Supervisory and Staff Qualifications and Experience

Proposed Staffing and Qualifications

In order to provide the highest quality service in the most cost-efficient manner, Mauldin & Jenkins has formed a client service team which will function as a cohesive unit and would represent a superb assortment of talent and experience for the audit of the City. The unit would be assembled as:



The above team dedicated to audit the City will include (at a minimum): two partners, one full-time manager, and at least two staff professionals. The manager (Lucas Hand) and the staff professionals will can work on site or remotely as necessary to conduct of their role in the audit. Other governmental audit professionals will be available to assist throughout the fieldwork and the preparation of the financial reports. The audit partner in-charge of fieldwork will correspond with City management on financial reporting, audit, and related issues on an ongoing basis, and this individual will also be dedicated to serve the City throughout fieldwork, reporting and conclusion in all respective fiscal years. Mauldin & Jenkins has the depth of resources which allows us to provide you with significant resources of knowledgeable professionals to meet your deadlines.

David Irwin, CPA
Lead Partner & Ultimate Partner Responsible

David Irwin is a partner and a certified public accountant with Mauldin & Jenkins specializing in serving local and state governmental entities. David is licensed to practice in the State of Georgia and South Carolina. His in-charge experience as a partner and client executive with the firm covers a variety of state and local governmental organizations in Alabama, Georgia, Mississippi, and South Carolina. **He spends 100% of his time serving local governments.**



Years of Professional Experience and Years with Firm

David has 20 years of experience in public accounting, all with Mauldin & Jenkins, serving a wide range of governmental clients.

List of Governmental Clients Served in the Last Three Years

David serves both large and small governmental units, and is involved in serving over 100 such governmental entities. The following is a current summary of governmental clients served by David in the capacity of Engagement Partner or Quality Control Partner.

Cities:

Aiken, South Carolina
Barnesville, Georgia
Beaufort, South Carolina
Bluffton, South Carolina
Brunswick, Georgia
Centerville, Georgia
Chapin, South Carolina
Charleston, South Carolina
Clover, South Carolina
Conyers, Georgia
Covington, Georgia
Flovilla, Georgia
Georgetown, South Carolina
Goose Creek, South Carolina
Griffin, Georgia
Grovetown, Georgia
Gulfport, Mississippi
Hanahan, South Carolina
Hinesville, Georgia
Hollywood, South Carolina
Jeffersonville, Georgia
Kiawah Island, South Carolina
Kingsland, Georgia
Loris, South Carolina
Lyons, Georgia
Meridian, Mississippi
Milledgeville, Georgia
Milner, Georgia
Morrow, Georgia

Mount Pleasant, South Carolina
Nashville, Georgia
North Charleston, South Carolina
Orangeburg, South Carolina
Peachtree City, Georgia
Pooler, Georgia
Port Wentworth, Georgia
Union City, Georgia
Rock Hill, South Carolina
Seabrook Island, South Carolina
Sharpsburg, Georgia
St. Marys, Georgia
Summerville, South Carolina
Turin, Georgia
Tuscaloosa, Alabama
Waycross, Georgia

Counties:

Augusta-Richmond County, Georgia
Bacon County, Georgia
Beaufort County, Georgia
Berkeley County, South Carolina
Calhoun County, South Carolina
Chatham County, Georgia
Colleton County, South Carolina

Columbus Consolidated Government
Darlington County, South Carolina
Dorchester County, South Carolina
Edgefield County, South Carolina
Emanuel County, Georgia
Hampton County, South Carolina
Horry County, South Carolina
Irwin County, Georgia
Jeff Davis County, Georgia
Jones County, Georgia
Lancaster County, South Carolina
Laurens County, South Carolina
Lincoln County, Georgia
Long County, Georgia
Newton County, Georgia
Oconee County, South Carolina
Rockdale County, Georgia
Stephens County, Georgia
Tattnall County, Georgia
Toombs County, Georgia
Turner County, Georgia



Other Governmental

Units:

Brunswick-Glynn Joint W&S Commission
Butts County, et al. Water & Sewer Authority
Catawba Water River Supply Project
Central Carolina Technical College
Central Midlands Regional Transit Authority
Charleston County Airport District
Charleston Water System
Dorchester County Board of DSN
Development Authority of Jeffersonville & Twiggs
Development Authority of Warner Robins
Downtown Development Authority of Warner Robins
Griffin Spalding Land Bank

Greenwood Commissioners of Public Works
Greer Commissioners of Public Works
Housing Authority of Clayton County
Liberty Consolidated Planning Commission
Lowcountry Regional Transit Authority
Macon-Bibb County Transit Authority
Milledgeville-Baldwin County Development Authority
Mount Pleasant Waterworks
Newton County Industrial Development Authority
Newton County Water Authority
North Charleston District
North Charleston Sewer District
Peachtree City Convention & Visitors Bureau

Peachtree City Development Authority
Peachtree City Water and Sewer Authority
Pillars4Hope
Redevelopment Agency of Warner Robins
Seabrook Island Utility Commission
Santee Wateree Regional Transit Authority
Tri-County Technical College
Trident Technical College
Vidalia Onion Committee
Waccamaw Regional Transit Authority
Walterboro-Colleton County Airport Commission
Williamsburg Technical College

State of Georgia Entities:

Georgia Building Authority
Georgia Ports Authority

Degree/Certifications and Audit Training

David graduated from Georgia College and State University with a MAcc and a B.B.A. in Accounting. David has obtained a significant amount of continuing professional education over the last three (3) years including:

- 2024 OCTANE Governmental Accounting Conference –Participant
- 2024 National GFOA Government Conference – Exhibitor and Participant
- 2024 M&J Free Client CPE Classes – Accounting & Auditing Potpourri - Participant
- 2024 M&J Free Client CPE Classes - GASB Update, Federal Compliance Update & Internal Control over Disbursements and P-Cards – Participant
- 2023 M&J Quarterly CPEs
- 2022 GGFOA – GASB 87 Implementation
- 2022 GFOASC Conference – Various Topics
- 2022 M&J Quarterly CPEs
- 2022 M&J Governmental Conference – Various topics – Instructor and Participant
- 2022 Octane Conference – Team Performance – Instructor
- 2022 M&J Annual Governmental Conference, Various Information Presented and Received – Virtual (1 day)

Professional and Civic Activities

David is a certified public accountant with a license to practice in Georgia and South Carolina. David is a member of the American Institute of Certified Public Accountants (AICPA), the Georgia Society of CPAs, the Government Finance Officers Association, the Georgia Government Finance Officers Association (GGFOA), and the South Carolina Association of Certified Public Accountants (SCAPA).



David Irwin

Trey Scott, CPA
Quality Control Partner



Trey Scott is a director and a certified public accountant with Mauldin & Jenkins specializing in serving local and state governmental entities. Trey's experience with the firm covers a variety of state and local governmental organizations in Georgia, South Carolina and Florida.

Trey spends 100% of his time serving local governments emphasizing cities, counties, school districts, business-type entities and state government entities, and special purpose entities and authorities.

Years of Professional Experience and Years with Firm

Trey has 11 years of experience in public accounting, all with Mauldin & Jenkins serving a wide range of governmental clients. Trey has specific experience with client computer systems (most commonly Tyler Munis and BS&A, among others). He is also thoroughly versed in Federal and State grant programs. Trey would be in the field during the entire conduct of the audit.

List of Audits Performed for Governments in the Last Three Years

Trey serves both large and small governmental units, and is involved in serving over 35 such governmental entities. The following is a current summary of governmental clients served by Trey in the capacity of engagement manager:

Cities:

Aiken, South Carolina
Cooper City, Florida
Covington
Conyers
Crystal River, Florida
Fayetteville
Griffin
Hallandale Beach, Florida
Hinesville
Morrow
Peachtree City
Pensacola, Florida
Savannah
St. Mary's
Village of Pinecrest, Florida
Union City

Oconee County, South Carolina
Peach County
Rockdale County
Stephens County
Toombs County

Other Governmental Units:

Clayton County Water Authority
Newton County Water Authority
Peachtree City Convention & Visitors Bureau
Peachtree City Development Authority
Peachtree City Water and Sewer Authority
Henry County Water and Sewerage Authority
Toccoa-Stephens County Public Library
Central Midlands Regional Transit Authority
Lowcountry Regional Transportation Authority
Hardee County, FL Industrial Development Authority
Ocean Highway and Port Authority
Tampa Bay Water
Lakeland Area Mass Transit District
Polk Transit Authority

Counties:

Augusta-Richmond County
Colleton County, South Carolina



State Entities:

Georgia Building Authority
Georgia State Road and Tollway Authority

Georgia Ports Authority
Georgia Student Finance Authority
South Florida Regional Transportation Authority

Degree/Certifications and Audit Training

Trey graduated from Austin College, in Sherman Texas with a Bachelor of Arts degree, majoring in Business Administration. Trey also has a Master of Public Accounting degree from the University of West Georgia in Carrollton. He is in his 9th year of public accounting and auditing, with an emphasis on state and local governments.

Trey has obtained a significant amount of continuing professional education over the last three years including:

- 2024 Personal and Professional Ethics for Florida CPA's – Participant
- 2023 M&J Governmental Conference – Lake Lanier, Georgia – Instructor and Participant
- 2023 LEAP Conference – Lake Lanier, Georgia – Governmental Auditing – Instructor
- 2023 FICPA USF Accounting Conference – Tampa, Florida – GASB Update – Instructor
- 2023 FGFOA School of Governmental Finance – Jacksonville, Florida – Fraud and Internal Controls – Instructor
- 2023 FSFOA Conference – Jacksonville, Florida – Fraud and Internal Controls – Instructor
- 2022 Summer M&J Governmental Client CPE (GASB Update, Fraud and Internal Controls, Financial Statement Deficiencies, and Presenting Financial Information to Non-financial People) – Palmetto, Florida– Instructor
- 2022 FGFOA Nature Coast Training Day – Hernando, Florida – “GASB 63 & 65 and Presenting Financial Information to Non-Financial People” – Instructor
- 2022 FGFOA Southwest Florida Chapter Meeting – GASB 74 & 75, OPEB standards; GASB 87, Leases; Financial Reporting Deficiencies in State and Local Government Financial Reports; Presenting Financial Information to Non-financial People – Punta Gorda, Florida – Instructor
- 2022 FGFOA School of Governmental Finance – “GASB 63 & 65 and Presenting Financial Information to Non-Financial People” – Jacksonville, Florida – Instructor

Professional and Civic Activities

Trey is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants, Georgia Society of Certified Public Accountants, the Government Finance Officers Association, the Florida Government Finance Officers Association, and the Georgia Government Finance Officers Association.



Grant Davis, CPA
Technical Support Partner

Mr. Grant Davis is a manager and a certified public accountant with Mauldin & Jenkins specializing in serving local and state governmental entities.

Grant spends 100% of his time serving state and local governments, and he works exclusively in the governmental sector of the Firm's audit practice. Grant moved to our Columbia office several years ago to the lead our team on the ground serving the governmental sector. He has a wide range of experience at the local and state levels.

Years of Professional Experience and Years with Firm

Grant has over ten years of experience, with Mauldin & Jenkins, in public accounting serving a wide range of government clients.

List of Governmental Clients Served in the Last Three Years

Counties:

Aiken County, SC
Augusta-Richmond County, GA
Columbus-Muskogee Co., GA
Macon-Bibb County, GA
Beaufort County, SC
Calhoun County, SC
Colleton County, SC
Darlington County, SC
Edgefield County, SC
Fairfield County, SC
Florence County, SC
Greenville County, SC
Halifax County, NC
Henry County, GA
Jones County, GA
Lancaster County, SC
Laurens County, SC
Liberty County, GA
McIntosh County, GA
Montgomery County, NC
Newberry County, SC
Oconee County, SC
Richland County, SC
Spalding County, GA
Sumter County, SC
Toombs County, GA
Wake County, NC
Wilkes County, GA

Cities:

Aiken, SC
Beaufort, SC
Black Mountain, NC
Bluffton, SC
Brunswick, GA
Cayce, SC
Charleston, SC
Clemson, SC
Clinton, SC
Conyers, GA
Cordele, GA
Goose Creek, SC
Gulfport, MS
Hardeeville, SC
Hemingway, SC
Hendersonville, NC
Hinesville, GA
Hollywood, SC
Johnsonville, SC
Kiawah Island, SC
Kingsland, GA
Morrow, GA
Orangeburg, SC
Peachtree City, GA
Rock Hill, SC
St. Mary's, GA
Tifton, GA
Union City, GA
Chapin, SC
Clover, SC
Summerville, SC
Wilkesboro, NC

State Government Entities:

Georgia Building Auth.
(GBA)
Georgia Ports Authority
(GPA)
South Carolina Insurance
Reserve Fund (IRF)
South Carolina Jobs-
Economic Dev. Auth.
(JEDA)
South Carolina Dept. of
Transportation (SCDOT)
South Carolina
Transportation
Infrastructure Bank
(SCTIB)
Aiken Technical College
Central Carolina Technical
College
Denmark Technical College
Greenville Technical College
Northeastern Technical
College
Tri-County Technical
College
Trident Technical College
Williamsburg Technical
College
Francis Marion University



Other Governmental Units:

Bibb County (GA) Board of Education	Broad Creek Public Service District	Mount Pleasant Waterworks
Brunswick-Glynn County (GA) Joint Water and Sewer Commission	Fifth Judicial Circuit Solicitor	Orangeburg County School District
Cape Fear (NC) Utility Authority	Georgetown County Water & Sewer District	Pee Dee Regional Transit Authority
Catawba Water River Supply Project	Grand Strand Water & Sewer Authority	Richland County School District One
Central Midlands Regional Transit Authority	Greenville Water System	Santee-Lynches Regional Council of Governments
Charleston County Airport District	Greenwood Commission of Public Works	Santee-Lynches Development Corporation
Charleston Water System	Greer Commission of Public Works	Santee-Waterlee Regional Transit Authority
Clayton County (GA) Water Authority	Henry County (GA) Water and Sewerage Authority	SC Centers of Economic Excellence
East Point Academy	Horry County School District	Snead State Community College (AL)
Edgefield County Water & Sewer Authority	Jackson (TN) Transit Authority	Sumter County School District
	Lowcountry Regional Transit Authority	Waccamaw Regional Transit Authority
	Marlboro County School District	
	Montessori School of Camden	

Degree/Certifications and Audit Training

Grant graduated from Georgia Southern University with a Bachelor of Business Administration in Accounting, and a Master of Accountancy.

Grant has obtained a significant amount of continuing professional education over the last three years including:

- 2024 OCTANE Governmental Accounting Conference –Participant
- 2024 National GFOA Government Conference – Exhibitor and Participant
- 2024 M&J Free Client CPE Classes – Accounting & Auditing Potpourri - Participant
- 2024 M&J Free Client CPE Classes - GASB Update, Federal Compliance Update & Internal Control over Disbursements and P-Cards – Participant
- 2023 Mauldin & Jenkins Annual Governmental Industry Conference
- 2023 GFOASC Fall Conference
- 2023 Spring Mauldin & Jenkins Quarterly CPE - Instructor
- 2022 GFOASC Fall Conference - Instructor
- 2022 GFOASC Spring Conference - Instructor
- 2022 Octane Accounting Conference - Instructor
- 2022 SCACPA Spring Splash – Spartanburg - Instructor
- 2021 SCAPCA Fall Fest – Columbia - Instructor

Professional and Civic Activities

Grant is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants (AICPA), the Georgia Society of Certified Public Accountants (GSCPA), and the South Carolina Association of Certified Public Accountants (SCACPA).



Grant Davis

Other Leadership Resources



Adam Fraley, CPA
Partner in Charge of Governmental Practice
and Audit & Assurance Partner

Adam Fraley is a partner and a certified public accountant with Mauldin & Jenkins, LLC specializing in serving local and state governmental entities. He is the partner in charge for the Firm-wide governmental practice division of Mauldin & Jenkins (largest industry niche of the firm) and serves governmental clients throughout the Southeast. He is also the partner in charge of the Atlanta offices, as well as a member of the Firm's Executive Committee, which governs the actions and direction of the Firm.

Adam currently serves on the firm's Advisory Committee as well as the firm's Assurance Committee, which leads the establishment of audit policies of the firm and answering technical questions for the firm's governmental partner group as well as other partners. He is also the Firm's Designated Audit Quality Partner ("DAQP") for the AICPA's Government Audit Quality Center. He has served as Chairman on the Firm's Leadership and Career Development Committee, helping provide policy and procedural recommendations to establish and monitor a leadership, educational, and mentoring programs for the development of the Firm's human resources.

Adam has over twenty five (25) years of experience with the Firm serving a wide range of government clients. Adam serves both large and small governmental units and is involved in serving over eighty (80) such governmental entities. Adam obtained his CPA certificate in 1999. Adam is a licensed certified public accountant in the States of Georgia and Florida. He graduated from Georgia College & State University with a Bachelor of Business Administration in Accounting. He has been a featured speaker at various GGFOA Conferences and other GGFOA workshops, free quarterly CPE provided to our clients, and several internal and external conferences.

Adam coordinates the annual Mauldin & Jenkins Governmental Industry Training Conference each year, which provides advanced training to experienced governmental auditors and consultants of the Firm. In his role as Chairman of the Firm's Leadership & Career Development Committee (LCDC), he also participates in providing annual instruction at the Mauldin & Jenkins LEAP conference, which introduces younger people to the various practice areas of the firm, including the governmental practice.

Adam is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants, Georgia Society of Certified Public Accountants, the Government Finance Officers Association, the Georgia Government Finance Officers Association, the Cobb County Chamber's Government Affairs Committee, and the Association of Government Accountants (AGA), which he has served as the Director of the AGA's Audit Committee.



Adam Fraley

Tim Lyons, CPA, CGMA
Audit & Assurance Partner



Tim Lyons is a partner with Mauldin & Jenkins and is a certified public accountant as well as a chartered global management accountant. His experience covers a variety of clients throughout the Southeast, working mainly in North Carolina, South Carolina, and Georgia.

Tim spends 100% of his time serving clients in the governmental industry, working with all types of entities ranging from large state agencies to local counties/cities/townships, school districts, and authorities. In a leadership capacity, Tim is the partner-in-charge of the Firm's Columbia and Raleigh Offices and is also a member of the Firm's Assurance Committee, overseeing the entire audit

practice of Mauldin & Jenkins, focusing on the Firm's Governmental Assurance services. Tim has more than fifteen years of experience in public accounting – a year and a half with a firm based out of Charleston, South Carolina and over thirteen years with Mauldin & Jenkins serving a wide variety of clients in the public services industry.

Professional and Civic Activities

Tim is involved in a variety of organizations to both support the governmental industry and to promote the CPA profession overall. At the national level, he is a graduate of the AICPA's Leadership Academy, Class of 2012 and is a current member of the AICPA's State and Local Government Expert Panel. As a part of this fifteen member panel, Tim works on financial reporting, audit and attest matters relevant to audits of state and local government financial statements. The expert panel protects the public interest by bringing together knowledgeable parties in the state and local government industry to deliberate and come to agreement on key state and local government issues. It also plays a significant advocacy role through analysis and comment on exposure documents of the Governmental Accounting Standards Board and other proposals affecting state and local governments.

Also at the national level, Tim is a member of the Special Review Committee for the Government Finance Officers' Association ("GFOA"), reviewing Annual Comprehensive Financial Report submissions from all across the U.S. for governments seeking to obtain the Certificate of Achievement for Excellence in Financial Reporting.

At the state level, Tim is involved with the state GFOA organizations as a periodic presenter at the annual conferences as well as with the State CPA societies. Outside of the CPA profession, Tim is a member of the Board of Directors for Children's Trust of South Carolina whose Board is appointed by the Governor. Children's Trust is the only statewide organization whose mission is the prevention of child abuse, neglect and injury throughout South Carolina by forming partnerships with local governmental and nonprofit organizations including many counties, school districts, and other governmental agencies.



Tim Lyons

Hope Pendergrass, CPA
Audit & Assurance Partner

Hope Pendergrass is a partner and a certified public accountant with Mauldin & Jenkins. Her experience covers a variety of state and local governmental organizations, and non-profit organizations. Hope spends 100% of her time serving state and local governments. Hope is well respected for her knowledge of performing Single Audits relative to expenditures of Federal awards, and serves as the firm's lead compliance audit technical partner. Hope was recently appointed to the Executive Committee of the AICPA's Government Audit Quality Center (GAQC) where she collaborate with a team of individuals from firms across the United States on issues facing firms who perform governmental audits. Hope has 20 years of experience in public accounting and has spent all of that time serving both large and small governmental units. She is directly involved in serving approximately 85 such governmental entities. Hope obtained her CPA certificate in 2007.



Professional and Civic Activities

Hope is a member of the American Institute of Certified Public Accountants (AICPA), the Georgia Society of CPAs ("GSCPA"), the Government Finance Officers Association (GFOA), and is active in the Georgia GFOA. She also serves on GFOA's Special Review Committee and performs reviews of ACFRs as part of GFOA's Certificate of Achievement for Excellence in Financial Reporting program. Hope has been a featured speaker and instructor for various trade and professional organizations including the GGFOA, the AICPA, the GSCPA, and the University System of Georgia.

Hope also coordinates and instructs our quarterly continuing education events provided to our clients. Additionally, she coordinates and edits our e-newsletter, which are issued periodically on emerging topics of interest to state and local governmental entities throughout our governmental practice.

Hope enjoys community service work and has volunteered with various organizations in the middle Georgia area including United Way of Central Georgia, Distinguished Young Women of Monroe and Bibb Counties, Forest Hills United Methodist Church, and Wesleyan College.



Hope Pendergrass

Other Resources For Non-Audit Services (Advisory Services, Information Technology Services & Fraud Examinations)

David Roberts

Partner, Governmental Advisory Services

David Roberts has more than 22 years of experience as a consultant and trusted advisor providing operational/organizational assessments and similar transformational projects for federal, state, and local governments across the country. David's experience includes leading numerous enterprise-wide/departmental/functional assessments and transformations over his career measuring the efficiency and effectiveness of organizational structures and culture, performance management, technology systems and strategies, staffing models, service delivery models, and customer satisfaction. David helps his clients turn visions and goals into reality. He has helped multiple clients win national government industry awards for innovation, transformation, and cost savings.



David leads our Government Advisory practice, where he focuses on helping governments and individual agencies fulfill and exceed their financial, operational, and regulatory obligations to the public.

David has completed hundreds of projects over his career. Below are representative sample management consulting projects demonstrating David's depth and breadth completed within the past 12 months:

Operational and Performance Assessment – Walton County, Georgia

David led a multi-department Operational and Performance Assessment for Walton County. The scope included assessing organizational structure, operational efficiency, staffing levels and resource utilization, comparison to leading practices, and observations and recommendations to assist the County in achieving the desired future state. The final report included numerous observations with associated recommendations and a detailed Roadmap/Implementation Plan.

Outsourcing Feasibility Study – City of Rocky Mount, North Carolina

David led a feasibility study for the City of Rocky Mount to assess its current service delivery model for providing parks maintenance and landscaping services. City operations used of a hybrid model of both internal resources and third-party contractors to provide parks maintenance and landscaping. The project evaluated the pros and cons (both financial and non-financial) of 1) maintaining the hybrid model, 2) performing all services in-house, and 3) performing all services externally.

Finance Functional Assessment – Richland County Library, South Carolina

David led a functional assessment of the Library’s finance department. The project consisted of understanding the current state – current service provision, performance, workflow, business processes, internal controls, organizational structure, reporting, and communications. The current state was compared to leading practices and gaps were identified. An implementation roadmap was created that aligned recommendations to leaderships’ vision to help the organization achieve its desired future state.

Technology Utilization Assessment – Mt. Pleasant Waterworks (South Carolina)

David led an objective evaluation of the organization’s system usage and governance related to the existing financial system (Microsoft Dynamics) and the existing workorder management system (Maximo). The organization wanted to maximize the efficiency and effectiveness of both systems while maintaining internal controls and system of record. The project consisted of numerous interviews, data review, system mapping, and a collaborative workshop among stakeholders to define a future state.

Grant Compliance Audit – Decide DeKalb (Georgia)

David led a Grant Compliance Assessment of various development projects for Decide DeKalb. The project reviewed the established grant and contractual criteria to be maintained by developers and compared with tenant information related to low income occupants. The project identified areas of compliance, non-compliance, and recommendations for remediation.

Forensic Audit – Confidential City

David led a forensic investigation into questionable cash management activity for a City Parks and Recreation department. The project reviewed bank account activity, cancelled checks, cash withdrawals, and purchased item documentation as well as conducted interviews with account cardholders to determine the collection, handling, and use of several hundred thousand dollars collected in fees, sponsorships, and contributions made to the City. Numerous observations and corresponding recommendations were developed to enhance internal controls, written policies, and procedures to correct conflicts of interest, mishandling of funds, and misappropriation of funds.

From management consulting and identifying new opportunities, to increasing stakeholder satisfaction and implementing transformational strategies, David and our government advisory team deliver insights and techniques that help government clients leverage public resources efficiently while achieving overarching goals. Our Government Advisory Practice brings to market a team that has direct experience as government employees, change agents, and transformation consultants to help tackle the industry’s toughest issues.



David Roberts



Jameson Miller, CPA, CISA, CISSP, CCSFP, CHQP
Partner in Charge, Technology Services Office,
Cybersecurity Advisory Services

Jameson Miller is a partner and has been with Mauldin & Jenkins since graduation from the University of Tennessee at Chattanooga.

For over 15 years, Jameson has provided information technology consulting and attest services to public and private entities throughout the Southeast. Jameson's experience includes audits of general controls, application controls, and cybersecurity risk management programs.

Jameson has extensive experience with Sarbanes Oxley, SSAE18 System and Organization Controls ("SOC") Audits, National Automated Clearinghouse Association ("NACHA") Operating Rules and Guidelines, and Gramm-Leach-Bliley Act ("GLBA") compliance programs. His technical expertise includes performing vulnerability assessments and penetration testing of information systems using both technical and social engineering techniques. Further, Jameson:

- Maintains current and relevant information technology and financial accounting continuing professional education credits ("CPE");
- Holds the American Institute of Certified Public Accountants' ("AICPA") "Cybersecurity Advisory Services" and "Blockchain for Accounting and Finance" Certificates;
- Served as a Cybersecurity panelist and speaker at the 2020 Octane Conference and GGFOA's 2019 Annual Conference;
- Presented a firm sponsored 8 hours session entitled, "All Things IT – Are You Protected?"; and,
- Has spoken at other various conferences on topics, including:
 - Managing Cybersecurity Risk Through an Effective Vendor Management Program;
 - Technologies Transforming Accounting; and,
 - Data Analytics: Balancing the Good and the Ugly



Jameson Miller



Jameson is a member of the AICPA, the Tennessee Society of Certified Public Accountants, ISACA, and ISC2. Jameson is a licensed Certified Public Accountant with the State of Tennessee, a Certified Information Systems Auditor (CISA) through ISACA, a Certified Information Systems Security Professional (CISSP) through ISC2, a Certified Cybersecurity Framework Practitioner (CCSFP) and Certified HITRUST Quality Professional (CHQP) through the HITRUST Alliance.

Considering the fact that Jameson only provides non-traditional consulting-type services to governmental entities, and he does not (and will not) provide audit and accounting services under the guidance of the Yellow Book educational standards, no such continuing education is required or provided under this proposal to provide services.

Brandon R. Smith, CPA, CCSFP, CHQP
Partner, Advisory Services
Information Technology and Cybersecurity

Brandon Smith joined Mauldin & Jenkins in 2008 after studying Accounting and Information Systems at Georgia Southern University. He works with organizations throughout the Southeast to help deliver a blend of capacity building and advisory services.



His experience includes evaluating cybersecurity, internal control, and risk management policies and practices. He helps organizations review posture and identify prioritized, flexible, repeatable, performance-based, and cost-effective approaches to improve measures and controls.

Expertise includes NIST Cybersecurity Framework, HITRIST Common Security Framework, System and Organization Controls (“SOC”) Reporting, COSO Internal Control-Integrated Framework, and Uniform Guidance. Services range from reviewing existing policies and practices and providing targeted recommendations in line with proven frameworks, to helping facilitate technical assessments.

Brandon serves on a national Alliance Innovation Committee that represents more than 80 firms nationally, he serves on the AICPA’s Stakeholder Advisory Group for its Dynamic Audit Solution currently in development, and he is the chair of M&J’s NEXt Committee for Innovation. Brandon is enthusiastic about transformative technologies and the impact they have on our clients and our profession, including Data Analytics, Machine Learning, Artificial Intelligence, Robotic Process Automation, and Blockchain. Additional services provided by Brandon and his team include:

- Internal Controls Assessments
- IT/Cybersecurity Framework Assessments
- GLBA Compliance – Information Security
- Vulnerability Assessments
- Internal & External Penetration Testing
- Social Engineering Campaigns
- Cybersecurity Awareness Training



Brandon Smith

Brandon is a regular speaker for the Georgia Society of CPAs and he serves as a volunteer faculty member for Nonprofit University’s certificate programs. He is a member of ISACA, AICPA, GSCPA, Georgia Planned Giving Council, Georgia Center for Nonprofits, Technology Association of Georgia, and HITRUST.



Lisa Huffman, CPA CIA, and CFE
Certified Fraud Examiner

Lisa Huffman is a senior manager with Mauldin & Jenkins with over 17 years of public accounting experience and 3 years in the private sector. Lisa received her Bachelor's degree in Accounting and her Master of Accountancy degree from Auburn University.

Since joining Mauldin & Jenkins in 2016, Lisa has worked primarily with clients in the non-profit industry. Her experience ranges from agreed-upon procedures, compilation & review engagements, and financial statement audits.

Lisa is a member of the American Institute of Certified Public Accountants, the Georgia Society of Certified Public Accountants, the Association of Certified Fraud Examiners, and the Institute of Internal Auditors.

Other Staff Auditors & Accountants

Prior experience with government audits is as important for the staff as it is for management. Experience in governmental accounting and auditing minimizes the amount of time the staff will require to fully understand the complexities of the operations and financial accounting and reporting systems. Prior experience also enables the staff to recognize problems early in the engagement. This, in turn, allows the desired early consideration and resolution of problems. All staff assigned to the City's engagement will have prior experience serving government clients and/or will have substantial government audit training. All staff assigned to the City will be on-site throughout the entire engagement.

We would like to stress the fact that the majority of our governmental staff work on state and local governments 100% of their time. This reduces the "learning curve" on most all audits by reducing the amount of "on-site training" that occurs at most national accounting firms. This is very evident in our proposed hours, which are typically much less than that of other firms. Our staff knows what is required and how to get the work done efficiently and effectively. Our staff members understand the laws and regulations specifically pertinent to governmental entities. We also normally have more high-level hours of service by our partners and managers (in the conduct of fieldwork) than other firms, thereby reducing redundancy and other audit engagement inequities. We bring our experience to the field where timely decisions can be made.

Diversity and Inclusion

At Mauldin & Jenkins, we believe the word inclusive should apply to everything we do. We strive to maintain a workplace where everyone's differences are celebrated and valued. We recognize that our ability to maintain a sustainable business model will depend largely on attracting, retaining and promoting individuals that share our common vision of success but do so with a multitude of different backgrounds, views and life experiences. We embrace this diversity and recognize it is critical to current and future generations that will operate our Firm and support our Profession. By specifically placing an emphasis on these initiatives, the Firm will intentionally work towards a workplace with a broader inclusion of talent that celebrates equal access and equal opportunities, thereby strengthening the impact on the communities we serve.



M&J's commitment to diversity and inclusion created a need and interest for a Committee that organizes and promotes various activities and themes around maintaining a safe, professional, and inclusive atmosphere for everyone in the firm. Our commitment primarily focuses on how staff and management can continue to provide equal opportunities and experiences to everyone inside and outside of our firm. The committee also uses the opportunity to help mentor our employees, as well as youth within the communities we serve. This allows everyone to evolve into exceptional professionals. Not only do participants attend diversity and inclusion related events on a local level, they also are able to apply for opportunities to participate and engage on a national level as well. The Committee meets quarterly and strives to host three to four events each year.

The Firm is also committed to providing opportunities to the next generation of accounting professionals. Annually, M&J provides scholarships to eligible accounting students that have a strong desire to work in one of our current markets. Additionally, the Firm has doubled its contribution and impact by providing additional scholarships specifically targeted to first-generation and minority student populations.

Affirmative Action

Mauldin & Jenkins is committed to the hiring of men and women and minorities representing any and all races, ethnic origins, religious affiliations, codes and creeds. Mauldin & Jenkins policy is to prohibit discrimination in all elements of its operations. We are proud of our reputation as an equal employment opportunity business. We have partners, as well as staff, in our Firm representing a wide variety and background.

Partner & Staff Continuity

We are committed to providing continuity of our engagement team members. We recognize that this is also an important factor for the Entity as it limits the amount of retraining that needs to be performed each year. **Our staff retention rates of approximately 85%** are considered to be among the best in the profession (and much better than national firms). We are able to not only provide consistency with the partners and managers on our engagement teams, but seniors and staff as well.

Retention > 85%

This indicates that we retain 85% of our staff for a minimum of five years.

It is also our goal to minimize disruptions to your management personnel by staffing the engagement so as to provide continuity, both during and between audits. It is the Firm's policy not to rotate key audit staff, consultants or specialists off a multi-year contracted audit engagement. Consequently, it is not anticipated that any key audit personnel will be rotated away from this annual audit. In any business, however, turnover is inevitable. When this happens, we will provide resumes of suggested replacements and any changes in key personnel would always be discussed timely with officials to their satisfaction.



Continuing Education of Partners and Staff

All members (i.e., partners) and staff of Mauldin & Jenkins receive substantial continuing education in audit and accounting – typically over 100 hours of such study per year. As soon as a staff person becomes a key ingredient to any type of niche service such as governmental audit, accounting and consulting, specific continuing education is sought. A good example includes sending our staff with over one year of governmental audit experience to various GFOA and AICPA training for audit, accounting and financial reporting courses.

All partners and staff serving in the governmental sector join together in July each year for the M&J Annual Governmental Conference in which three days' worth of audit, accounting and financial reporting training is provided.

Mauldin & Jenkins also provides week long audit efficiency training via Audit Watch every June to all staff persons with less than five years of experience. Further, every July staff persons from various levels of experience are provided with four days of training relative to the conduct of Single Audits and the preparation of Annual Comprehensive Financial Reports.

All staff associated with the annual audit of the City will exceed all the continuing professional education requirements contained in the Yellow Book throughout the term of the agreement.

Planned Use of Outside Specialists

At this time, we do not plan on the use of any outside specialist. All work to be conducted will be performed by Mauldin & Jenkins partners and staff. Of course, certain staff has certain specialties, and they will be called on as needed. We do plan on using the results of reports provided to the City from their specialists. This would include, when applicable, the following types of specialists:

- Actuaries
- Engineers
- Healthcare providers
- Third-party administrators
- Retirement plan administrators
- Fixed asset valuation professionals
- Bond underwriters and counsel
- Consulting attorneys & outside counsel

Specific Audit Approach

Proposed Segmentation of Audit Engagement and Level of Staff Assigned

Our professionals, who are knowledgeable with respect to audit requirements for governmental entities, will be assigned based on their expertise with respect to each segment. Our audit is enhanced by our utilization of advanced technology tools. With those tools we continue to evolve and modernize our audit process. Our audit procedures, related documentation and quality review will be segregated by each segment as follows based on our review of the City's prior financial statements, budgets, request for proposal, and other information available:





The below time frames are estimates based on our understandings with the City as to its desires. We at Mauldin & Jenkins would be flexible in the timing of certain events as requested by the City. As noted in the table below, we want to work with City personnel in an effective manner. We intend to do a great deal of planning and tailoring of our approach from our initial visits. We do not want our clients to feel that they have to reinvent the wheel every time we ask for something. However, to make this process cost the City as little as possible (both in dollars and their individual time), it is important to start only when ready and avoid auditing a moving target. The following table attempts to depict the timing and key elements of the planned audit process for the June 30, 2024 audit:

Timing of Audit Process & Procedures							
Segments	Nov	Dec	Jan	Feb	Mar	April	May
Segment I - Planning and Interim Procedures							
Ongoing consultation on major issues & developments throughout the year, and greater discussions as year end approaches (such as new GASB standards).							
Meet management to discuss audit risks and scopes.							
Engagement team planning meetings and performance of interim audit procedures.							
Gain/update understanding of significant processes & key controls.							
Perform testing of key controls with goal of reducing substantive audit testing.							
Determine nature, timing and extent of substantive tests to be performed.							
Finalize audit plan based on results to-date.							
Segment II - Final Audit Fieldwork Procedures							
Perform substantive tests (detail testing of respective general ledger/trial balance accounts, and final analytical procedures & key ratios & relationship of financial data).							
Conduct a final evaluation of risk assessments.							
Conduct of progress meetings with management as needed and as often as desired.							
Preparation and delivery of draft comprehensive annual financial report (ACFR), reports, findings, management letter comments, and any other deliverables.							
Meeting with management to discuss draft deliverables and final completion and presentation time frames.							
Segment III - Review, Completion & Delivery Procedures							
Upon management's review, delivery of ACFR, internal control reports, and management letter to management.							
Presentation of audit deliverables to the governing board.							

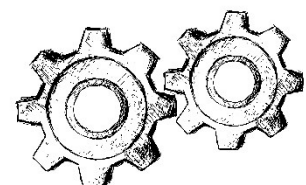


Segment I - Planning and Interim Procedures:

- Meet with the prior auditor to review prior year workpapers and obtain appropriate prior year information;
- Obtain a signed engagement letter for the financial and compliance audit;
- Prior to our planning visit, creation of an “Interim Procedures PBC” listing in Suralink, our request list management software (more information about Suralink in the section immediately following).
- Meet with City management to discuss the scope of the audit, timing of our work, and preparation of client schedules, and to address any concerns;
- Review previously issued and interim financial reports, comment letters, monitoring reports, and other supporting workpapers;
- Familiarize ourselves with the organizational structure of the City;
- Read minutes of City meetings;
- Review the City’s current year budget, as adopted and revised;
- Review debt agreements, and other various documentation;
- Gain an understanding of the City’s accounting policies and procedures, including the financial and other management information systems utilized by the City;
- Obtain an in-depth knowledge of the EDP equipment, software and systems in use;
- Obtain interim financial data from the general ledger for establishing the appropriate coding in M&J’s trial balance software.
- Utilize interim data to perform analytical reviews to determine critical areas and assess risks;
- Perform a preliminary evaluation of the internal control structure at the account and assertion level;
- Design and perform applicable tests of controls related to the financial statements and internal accounts;
- Make fraud inquiries and assessing the risks of material misstatement;
- Obtain a list of cash, investment, receivables, debt, and selected revenue accounts for confirmation purposes, as applicable;
- Determine audit strategies for balance sheet and operating statement accounts based on audit risk;
- Obtain a preliminary schedule of expenditures of Federal awards to initiate planning and internal control testing for the Single Audit;
- Prepare year-end audit programs;
- Meet with appropriate City personnel to discuss the results of our preliminary audit work; and,
- Finalize the “Final Fieldwork PBC Listing” and upload to Suralink.

Segment II - Final Audit Fieldwork Procedures:

- Utilize Ai program on final general ledger data and scan transaction for unusual transactions, data, or analytical relationships;
- Use data scanned above in various substantive analytical reviews of account balances (such as reasonableness tests, trend analysis, and predictive tests) to reduce other substantive tests of details;
- Test the valuation, restrictions and cut-offs of cash and investment balances, as applicable;
- Test receivable cut-offs and balances, including an analysis of subsequent receipts;
- Test cut-off and valuation of inventory;



- Review and testing supporting documentation for the allowance for doubtful accounts, any material prepaid items and other assets;
- Vouch capital asset additions and deletions, analyzing charges for appropriate accounting and testing depreciation;
- Test accounts payable cut-offs and balances, including an analysis of subsequent disbursements;
- Test accrued payroll, compensated absences, claims payable, and other accrued liability cut-offs and balances;
- Review actuarial methodologies, assumption, and census data and determine the appropriateness and accounting of the pension and OPEB liabilities;
- Test debt balances and debt covenant compliance;
- Test compliance with applicable laws and regulations;
- Test the classification of net position (unrestricted, restricted and net investment in capital assets) and fund balance (nonspendable, restricted, committed, assigned, unassigned);
- Perform analytical procedures and substantive testing of revenues and expenditures/expenses;
- Obtain and auditing the final schedule of expenditures of Federal awards;
- Complete compliance tests for the major programs selected for testing as required by the Uniform Guidance, as applicable;
- Review the PBC listings in Suralink for any outstanding items and hold and end of fieldwork exit conference with management.

Segment III - Review, Completion & Delivery Procedures:



- Review workpapers to ensure quality and thoroughness of audit procedures;
- Summarize the results of audit procedures;
- Obtain attorney letters;
- Evaluate commitments, contingencies and subsequent events;
- Propose audit adjustments;
- Summarize and evaluating passed audit adjustments;
- Evaluate compliance exceptions;
- Review draft financial statements and related note disclosures;
- Perform financial condition assessment procedures;
- Prepare drafts of audit reports and management letter;
- Deliver drafts of audit reports and letters to appropriate client officials;
- Finalize all reports and management letter;
- Obtain signed representation letter and the City's approval of the final financial statements;
- Draft the Data Collection Form and obtaining the City's approval;
- Prepare and provide the City a final PDF document of the audited financial statements;
- Hold final exit conferences and presentations with appropriate City officials.



Assistance Requested from the City's Staff

The audit is an annual process that we know the City prepares for each year. However, we also know that the regular, on-going operations and day-to-day requirements do not stop just because the annual audit is occurring. The assistance that will be requested from the City staff will be clearly communicated by Mauldin & Jenkins during the preliminary / interim procedures to allow for maximum lead time so that our requests can be met with as little disruption to the City's operations as possible.

Our expectation for assistance from the City staff includes the following: preparation of cash, investment, debt, and other audit confirmations; provision of access to the City's system or response to requests to provide reports, reconciliations, queries, etc.; preparation of certain elements of the Annual Comprehensive Financial Report (transmittal letter, organization chart, etc.); and availability via telephone, video conference, and in-person to respond to various questions and inquiries.

Based on our previous experience auditing the City, we have also prepared a schedule, including level of staff and number of hours to be assigned, to each proposed segment of the engagement, which is representative of the expected 2024 audit in the following tabular presentation:

Segmented Hours by Staff Level					
Segments	Engagement Team Members by Level				
	Partner	Manager	Senior	Staff	Total
Segment I - Planning and Interim Procedures	20	20	10	10	60
Segment II - Final Audit Fieldwork Procedures	50	80	60	60	250
Segment III - Review, Completion & Delivery Procedures	30	25	25	10	90
Total Engagement	100	125	95	80	400

Mauldin & Jenkins believes that we are uniquely qualified to perform the audit of the City. In a time in which very significant changes continue to be implemented in the City's financial reporting model, it is imperative for the City's auditors to understand the City's financial reporting environment and processes and utilize advances technology and tools in performing your audit. The team proposed to serve you is made up of individuals who have significant experience in auditing local governments of various sizes in the Southeast.

Our audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America and will conform to the standards as set forth in the following:

- "Generally Accepted Auditing Standards" developed by the American Institute of Certified Public Accountants ("AICPA")
- "Government Auditing Standards" issued by the Comptroller General of the United States
- "Audits of State and Local Government Units" prepared by the State and Local Government Committee and published by the AICPA



Our audit will include advanced methodologies and technology, tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances, which include, but are not limited to, those procedures necessary to test compliance and to disclose non-compliance with specified laws, regulations, and contracts.

We will use Firm manuals specifically designed for governments to develop audit programs tailored to the City which incorporate the requirements set forth above. We anticipate that these procedures will enable us to express our professional opinion that the financial statements of the City present fairly, in all material respects, the financial position and results of operations of the various opinion units in conformity with accounting principles generally accepted in the United States of America. If conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities exist which might prohibit us from expressing an unqualified opinion or if any other circumstances are encountered that require extended services, we will promptly advise the City. No extended services will be performed unless they are authorized in contractual agreement or in an amendment to the agreement.

Upon notification of obtaining the audit contract with the City, we would determine with City management a more detailed timetable for the audit process, and a detailed audit plan leading up to a list of all schedules to be prepared by the City. Adequate supervision and lead time will be provided by the auditor with respect to assistance needed by the City staff.

High Percentage of Partner & Manager Involvement

Partner and manager involvement varies with different firms. At Mauldin & Jenkins, we believe it is important for our partners and managers to be highly involved in the audit process, including fieldwork. This is a value-added concept most firms do not employ. That being said, we believe it is important to note that our proposal includes the following:

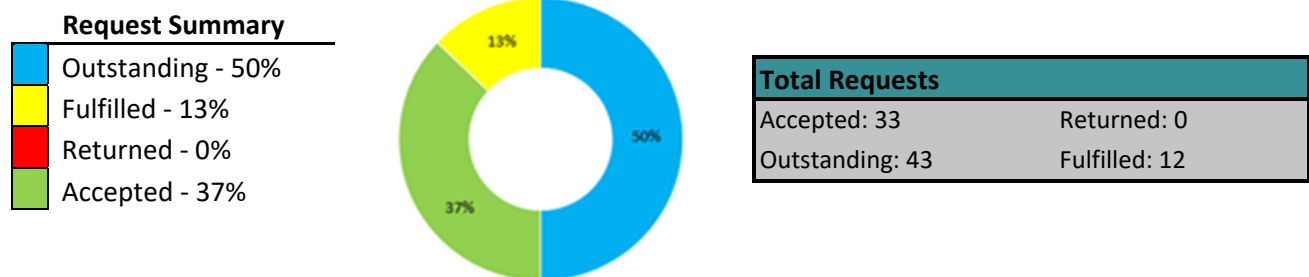
- Substantial Partner Hours as Compared to Total Hours.
- Substantial Manager Hours as Compared to Total Hours.
- Approximately 56% of all anticipated hours of service are partner and manager hours which means **our partners and managers are heavily involved during the audit process**, and not just the front end and back end of the audits.

Our Request List Management Software – Suralink

For all of our governmental audit engagements, we use Suralink. Suralink is the leader in PBC request list management software, helping all of our audit teams stay on track throughout the engagement and improving the overall client experience.

Prior to our visit to the City's offices for interim/planning work, we will create an account for the City. We can add as many people to the City's account as requested – and even have the ability to limit which people can see which items in the portal for security of sensitive information.

All requests for the audit will run through Suralink which our audit team members will update throughout fieldwork. Our periodic audit status meetings will start with a review of the Suralink portal and a general discussion of the progress to date. Suralink will provide a summary status that looks similar to the diagram below, and will also include details of the specific items for each category.



By using Suralink, we will (1) eliminate inefficient and unsecured email exchange of audit information; (2) ensure that all members of the Mauldin & Jenkins team as well as the City's team remain on the same page throughout the conduct of the audit; and (3) encourage the efficient assignment of audit tasks on both the audit team and client team for the engagement.

Sampling Techniques and the Extent to Which Statistical Sampling Will be Used in the Engagement

In some situations, sampling will still be necessary or required. When we utilize audit sampling, we do so as provided in U.S. Auditing Standards AU-C Section 530, *Audit Sampling*. We would plan to utilize audit sampling whenever a decision is made to apply a specific audit procedure to a representative sample of items within the account balance or class of transactions with the objective being reaching a conclusion about the entire balance or class.

We anticipate using audit sampling on the following types of audit tests:

- Substantive tests of details of balance sheet account balances
- Substantive tests of details of transactions
- Tests of controls
- Tests of compliance with laws and regulations

Our use of audit sampling will be based on the guidance in AU-C Section 530 and the AICPA Audit and Accounting Guide - Audit Sampling.

Type and Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures can be applied to almost every financial statement amount and are often less costly to apply than tests of details. It is, therefore, an efficient audit strategy to employ analytical procedures to the maximum extent possible, and vary the required extent of substantive tests of details inversely with the degree of assurance already obtained.

The elements of analytical procedures we plan to consider are as follows:



- Identify the factors on which a given accounting result should depend;
- Determine the approximate relationship between the accounting result and those underlying factors;
- Predict what the current results should be if that relationship continued;
- Compare the actual current result to the prediction;
- Investigate and corroborate significant variances between the actual result and the prediction;
- Reach a conclusion as to the reasonableness of the reported result.

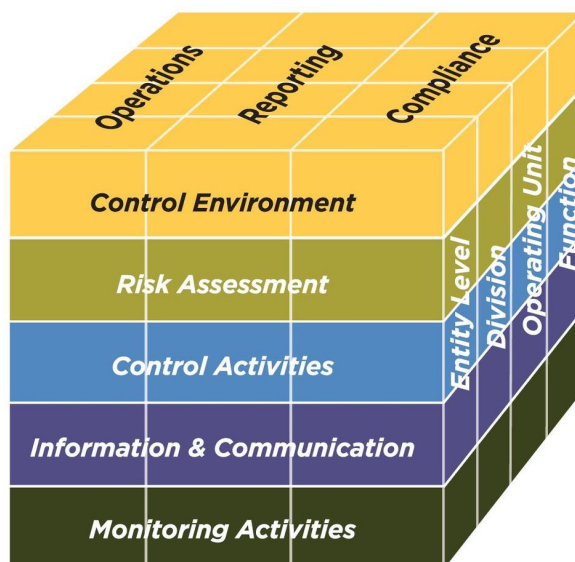
Types of analytical procedures employed will include:

- Reviewing changes from prior years for reasonableness.
- Scanning accounts for items larger or smaller than expected when compared to budgets or forecasts.
- Reviewing and comparing logical relationships between years (e.g., payroll taxes and benefits to wages, etc.). Comparisons between years can be made more effective when logical relationships between elements of the financial statements that would be expected to conform to the predictable pattern are used to develop trends. This is primarily accomplished through the use of ratios.
- Analyzing and comparing nonfinancial information, such as number of taxable properties, geographical area, number of employees, etc.

All analytical procedures performed as substantive tests are documented on each applicable audit program.

Approach to be Taken to Gain and Document an Understanding of the City's Internal Control

For purposes of an audit of the financial statements and statutory, regulatory and contractual compliance, the City's control structure consists of the following five elements as they relate to the City's ability to conduct operations and use resources in accordance with management's authorization and consistent with laws, regulations, contracts and policies, and to record, process, summarize, and report financial data consistent with assertions embodied in the financial statements:



the control environment; risk assessment, control activities, information and communication processes/systems, and monitoring.

The internal control structure and its policies and procedures are an important source of information about the types and risks of potential material misstatements that could occur in the financial statements and violations of statutory, regulatory and contractual requirements. This information is essential for effective audit planning and in designing effective and efficient audit tests.

In our understanding of the City's internal control structure, we will obtain knowledge about:

- How internal control structure policies, procedures and records are designed;
- Whether internal control structure policies, procedures and records have been placed in operation, i.e., whether the City is using them;
- Whether internal control structure policies, procedures and records are designed effectively, i.e., whether they are likely to prevent or detect material misstatements or compliance violations on a timely basis;
- Whether internal control structure policies, procedures and records are operating effectively.

Auditing standards generally accepted in the United States of America require the auditor to document our understandings of the internal control structure elements. The form and extent of documentation is flexible. Generally, the more complex an entity's internal control structure and the more extensive the procedures performed to obtain the understanding, the more extensive our documentation should be. In addition to memos, we plan to use specific designed forms and questionnaires to document our understanding of the internal control structure. Recent changes in auditing standards, known as the risk assessment standards, denote that the auditor is not required to test internal control so as to rely on them to reduce other test work, but do not allow for only inquiry procedures related to internal control. We are required, and will perform, other procedures, such as walkthroughs and observation, related to controls over significant financial statement and audit assertions.

Approach to be Taken in Determining Laws and Regulations to be Subject of Audit Test Work

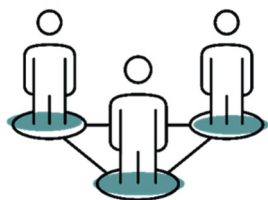
Our approach to be taken to determine the laws and regulations that will be subject to audit test work will include procedures designed to identify requirements found in legal or legislative data, administrative regulations, and documents associated with grant and contract arrangements. The following procedures and policies will be applied depending on the nature and materiality of the laws and regulations:

- During the planning phase, the type of audit to be performed, as it relates to compliance matters, will be communicated to all personnel assigned to the engagement.
- Obtain a list of all federal award programs from which the client received and expended funds and identify, using the prescribed risk-based approach, the major programs required to be audited. If a program-specific audit is required, identify the award program to be audited.



- Identify applicable state and local statutory and regulatory requirements and contractual requirements.
- Plan and document the audit procedures to be performed relative to material state and local statutory and regulatory requirements and contractual requirements.
- Perform and document federal, state, and local statutory, regulatory and contractual compliance audit procedures as deemed to be applicable and appropriate during the planning stage of the engagement.
- Make specific inquiries of management concerning the following matters:
 - The City's compliance with laws and regulations.
 - The City's policies relative to the prevention of statutory, regulatory and contractual violations.
 - The use of directives issued by the City and periodic representations obtained by the City from officials and other management personnel at appropriate levels of authority concerning compliance with laws and regulations.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance



Applicable auditing standards state that, in testing for compliance with laws and regulations, the number, selection, and testing of transactions is based on the auditor's professional judgment. None of the guidelines, primarily AU-C Section 250, explain whether this requirement to select a representative number for testing compliance means that audit sampling is necessary.

The two possible approaches to audit sampling are nonstatistical and statistical. AU-C Section 530 *Audit Sampling* indicates that both of these approaches are capable of producing sufficient evidential matter, if properly applied. The types of procedures that are applied are not determined by the sampling approach used. Either approach may be used to apply whatever tests of details deemed necessary in the circumstances. The importance of professional judgment cannot be overemphasized as it applies to the evaluation of the adequacy of evidential matter generated by the sampling approach. Regardless of the sampling approach selected, we will properly plan, perform, and evaluate the results of the sample. Professional judgment must be used to relate the sample results to other evidential matter when we form a conclusion about compliance with laws and regulations. It should be noted, however, that not all tests of compliance or controls are transaction related. If we decide to use audit sampling, attention is focused on which sampling approach (statistical or non-statistical) to use. Substantial information is given in the AICPA Sampling Guide and several college and professional books on the use of various statistical sampling approaches.

The basic requirements that relate to all compliance related samples, statistical and nonstatistical, are as follows:

- **Planning.** We will relate the population to the objective of the audit test; i.e., defining the population and sampling unit.
- **Selection.** We will select items that can be expected to be representative of the population.
- **Evaluation.** We will project sample results to the population and consider sampling risk.



In a compliance sampling application, the population is defined as all items that constitute the account balance or class of transactions, or the portion of the balance or class, being tested (i.e., all expenditures of the City above a certain threshold required to be bid). The population for a substantive sample usually is the account balance or class of transactions excluding those items selected for testing because of individual significance. The term individually significant item encompasses two types of items:

- Individually significant dollar items
- Unusual items (that is, items that have audit significance by their nature)

Due to the nature of tests of controls or compliance, we ordinarily are not concerned with identifying individually significant items when tests of controls or compliance are performed using audit sampling. Sampling results can be projected only to the population from which the sample is drawn. The use of the wrong population for a sampling application could mean that conclusions based on the sample are invalid for our purpose.

The sampling units are the individual items that are subjected to tests and that represent the components of the population. It is important to properly identify the sampling unit before the sample is selected to produce an efficient and effective sampling application. Examples of sampling units would be individual capital disbursements, etc. The determination of the specific sampling unit is influenced by the following considerations:

- The sampling unit should produce an efficient sampling plan.
- The sampling plan must be effective to accomplish its objectives.
- The nature of the audit procedures can determine the sampling unit to be used. AU-C Section 530 requires a “representative sample”. There are several commonly used methods of selecting samples that meet the criteria of representativeness stipulated by AU-C Section 530. The following are some of those methods: random (can be statistical or nonstatistical), systematic (can be statistical or nonstatistical), or haphazard (nonstatistical).

We will evaluate whether the sample selected seems representative of the population to be tested. If the sample does not seem representative, we would reselect. For all items in the population to have a chance to be selected, we will determine that the sample population actually includes all the items (e.g., capital disbursements, etc.) comprising the balance. There are many ways to determine the completeness of a sample population, including:

- If the sample is selected from a trial balance, we can foot the trial balance and reconcile the total to the account balance.
- If the items are numerically sequenced, we can scan the accounting records to account for the numerical sequence of items in the population and select the sample from that sequence.

The two sampling forms presented both include a step that allows the auditor to document how the completeness of the sample population was considered. Whenever practical, we will consider using random selection (with a random number table or microcomputer-generated numbers) or systematic selection. Haphazard selection may be used when the population is not numbered or when other circumstances make use of a random-based method impractical. Using one of these random-based methods does not make the sampling application statistical.

The evaluation of sample results has two aspects. We will need to project the noncompliance. Also, we will need to consider the sampling risk. In a statistical sample, sampling risk must still be considered and restricted to a relatively low level but cannot be objectively measured. This is the primary conceptual distinction between statistical and non-statistical sampling. In the two non-statistical sampling approaches presented in this section, sampling risk is assessed by considering whether the rate or amount of exceptions identified in the sample exceed the expected rate or amount of exceptions used in designing the sample.

Methodology to be Used in Performing the “Risk Based” Approach in Determining Major Federal Programs

The Uniform Guidance of 2 CFR 200 (the “Uniform Guidance”), which replaced OMB Circular A-133 in implementing the audit requirements of the Single Audit Act, states that the auditor should use a risk-based approach to determine which federal programs are major programs. The Uniform Guidance also places the responsibility for identifying major programs on the auditor, and provides criteria for the auditor to use in applying a risk-based approach. In evaluating risk, we will utilize the prescribed approach which considers, among other things:

- The current and prior audit experience with the City
- Oversight by the federal agencies and pass-through entities, and
- Changes in personnel or systems.



We will utilize Firm governmental manuals and the Uniform Guidance to apply the risk-based approach as illustrated in the following steps:

- We will obtain the City’s schedule of expenditures of federal awards identifying each program/cluster.
- We will identify the programs/clusters with expenditures that meet the dollar threshold for Type A.
- We will perform risk assessment of the Type A programs/clusters to determine if any are low-risk programs and if they are not low-risk, they will be identified as major programs under the risk based approach.
- For programs/clusters with expenditures that do not meet the dollar threshold for Type A, they will be identified as Type B programs and evaluated as to whether each Type B has expenditures that meet the dollar threshold for risk assessment and whether the Type B is considered a high-risk program.
- The total dollar amount of major programs determined in steps 3 and 4 above will be compared to the total federal expenditures to ensure the appropriate coverage is obtained. The major program expenditures must be at least 20% of total federal expenditures if the City is deemed a low-risk auditee and at least 40% if the City is not considered low-risk.

The standards allow for the risk criteria described above to be waived in the first year after a change in auditors. Exercising the waiver would result in all Type A programs/clusters being audited as major programs. We would consider this option and compare the major program determination using this method to that of the risk based approach in performing the Single Audit of the City for the first year a Single Audit is required.

Remote Audit Approach As Requested



Governmental organizations are choosing remote audits with increasing frequency, and Mauldin & Jenkins is very effective in working from a remote environment. The spring of 2020 brought an increasing demand for remote audits due to the spread of COVID-19 and the inability for work to be conducted on site. However, even before the complexities brought on by the spread of COVID-19, many organizations opted for remote audits for a variety of reasons. It will be the City preference whether to conduct the audit remotely, but should you desire this service delivery option, Mauldin & Jenkins is trained to conduct remote audits while maintaining all professional standards.

Remote audit engagements offer significant advantages over those that follow a more traditional format: faster results, less disruption, and reduced stress for governmental finance personnel. Current technology allows our clients and their audit teams to stay in regular communication, securely share information, and collaborate effectively. Our staff professionals have grown accustomed to being provided read-only access to client systems to run reports, view purchase orders, invoices, reconciliations, etc. As a result, work that used to require extended on-site time can be performed anywhere, easing the burden on the audit process for both the auditor and auditee.

Though audits can still require some on-site time, reconfiguring the City audit engagement to maximize efficiency and to take advantage of technological tools can dramatically reduce the amount of time spent on-site. While the remote audit can generate far less disruption for the organization undergoing the audit, it does not necessarily reduce client contact very much – or even at all. As we leverage the technological tools at our disposal (Suralink, Zoom, LeapFile, Google Hangouts, etc.) we maintain consistent contact with our clients throughout the process and find that in many ways, communication between our teams and clients are as good, if not better, in the remote working environment than during traditional onsite engagements.

A successful audit experience requires careful planning, timely preparation and strong communication, regardless of where the work takes place. That is especially true for a remote engagement, so preparing for this type of audit sometimes helps organizations identify ways to improve their internal data management strategies – a welcome bonus! We are proud of the strong governmental practice we've built and it's upon that foundation that we can leverage these technological tools to conduct remote audits as the environment demands or the client chooses.

Identification of Anticipated Potential Audit Problems

Single Audits

Single audits can be quite cumbersome - especially during a time when new programs are being created and new funding streams are available from the Federal government. Since 2020, we have seen a significant amount of new Federal funding made available via the Coronavirus Aid, Relief, and Economic Security Act ("CARES"), the Omnibus Appropriations and Coronavirus Relief Package, the American Rescue Plan Act, and most recently, the Infrastructure Investment and Jobs Act.

Obtaining the needed information from a compliance and financial perspective can be difficult for the auditor and auditee. We anticipate similar difficulties in performing the audit of the City if a single audit

Obtaining the needed information from a compliance and financial perspective can be difficult for the auditor and auditee. We anticipate similar difficulties in performing the audit of the City if a single audit is required. However, we do believe that with proper planning and communication by all sides, and with the assistance of City personnel, all potential problems should be easily overcome.



The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (**the Uniform Guidance**), entails more than 100 pages of regulations in applying for, managing, and auditing federal grants and cooperative agreements. The Uniform Guidance includes many complex requirements for you as the auditee to adhere to – including those related to procurement (which seemingly continue to evolve), sub recipient monitoring, and indirect costs. We have a very good understanding of both the auditor and grant recipient requirements of the Uniform Guidance, and are available to assist you in adhering to the provisions thereof.

Additionally, we are active members of the AICPA's Government Audit Quality Center (GAQC) which continues to provide significant updates and guidance to the funding created by the Federal government in response to the COVID-19 pandemic. As members of the GAQC, we have direct access to the information as soon as it is made available and can be a valued resource to the Entity as a recipient of any of this new funding.

Other Potential Problems

In addressing any issue, communication and timely resolution are critical. Mauldin & Jenkins prides itself in developing professional relationships and rapport with clients which facilitate open and honest communication. Mauldin & Jenkins' stance would be based on reporting meaningful information to the financial statement users, but understanding that the financial statements are the City's representations. To do less would compromise our independent status.

We use the following approach to seek a mutually agreeable resolution of accounting & reporting issues.

- Step 1** Define and understand the issue through discussion with the City's management and verified audit information.
- Step 2** Make an initial assessment of the impact of alternative accounting treatments.
- Step 3** If the impact has significant potential, gather research which may include the following: obtain the City's research and rationale for their position; gather additional details; draw on common practices within other similar sized governments; utilize recognized Firm experts.
- Step 4** Discuss with City staff the Firm's preferred position and rationale.
- Step 5** Resolve the issue.

Additional Information of Value Added Services

Upcoming GASB Statements

As has been the case for the past 10 years, GASB has issued several other new pronouncements which will be effective in future years. The following is a brief summary of the new standards for which we will utilize our continuing education trainings and governmental newsletters. Additionally, we regularly assist our clients with understanding and implementing these new standards. The standards which will be implemented in the near future:

Statement No. 100, Accounting Changes and Error Corrections

Statement No. 101, Compensated Absences

Statement No. 102, Certain Risk Disclosures

As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:

Revenue and Expense Recognition

Going Concern Uncertainty and Severe Financial Stress

Classification and Disclosure of Capital Assets

Free Continuing Education for Governmental Clients

We provide free quarterly continuing education for all of our governmental clients. Each quarter, we pick a couple of significant topics tailored to be of interest to governmental entities, and offer the sessions several times per quarter virtually and at a variety of client provided locations resulting in greater networking among our governmental clients. We normally see approximately 100-200 people per quarter. We obtain the input and services of experienced outside speakers along with our in-house professionals.

"I've been a CPA for 32 years. Today's CPE class by Mauldin & Jenkins has been the best of my career". Terry Nall, CPA, City of Dunwoody (GA) Council Member

"They are always on top of new accounting pronouncements and provide training well before implementation deadlines. This is a very valuable resource for our organization". Laurie Puckett, CPA, CPFO, Gwinnett County (GA), Accounting Director



Examples of subjects addressed in past quarters include:

- Accounting for Debt Issuances
- Achieving Excellence in Financial Reporting
- Best Budgeting Practices, Policies and Processes
- Budget Preparation
- Capital Asset Accounting Processes and Controls
- Coaching and Mentoring
- Closing Out and Audit Preparation
- Collateralization of Deposits and Investments

- Component Units
- Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
- Cybersecurity Risk Management
- Detecting Fraud in Revenues and Expenditures
- Evaluating Financial and Non-Financial Health of a Local Government
- Financial Report Card – Where Does Your Government Stand?
- Financial Reporting Model Improvements
- GASB No. 74 & 75, New OPEB Standards
- GASB No. 77, Tax Abatement Disclosures
- GASB No. 84, Fiduciary Activities
- GASB No. 87, Leases
- GASB No. 96, SBITAs
- GASB No. 100, Accounting and Error Corrections
- GASB No. 101, Compensated Absences
- GASB No. 102, Certain Risk Disclosures
- GASB Projects & Updates (ongoing and several sessions)
- Grants (Accounting and Auditing)
- Human Capital Management
- Information Technology (IT) Risk Management
- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables & the Revenue Cycle
- Legal Considerations for Debt Issuances & Disclosure Requirements
- Navigating IRS Communications with Success
- Policies and Procedures Manuals
- Presenting Financial Information to Non-Financial People
- Procurement Card Red Flags
- Risk, Efficiency, & Effectiveness in Governments
- Single Audits for Auditees
- SPLOST Accounting, Reporting & Compliance
- Uniform Grant Guidance



Governmental Newsletters



We produce quarterly newsletters tailored to meet the needs of governments. We also provide additional timely newsletters and announcements as necessary on any emerging topics to ensure governments stay informed of current developments in the government finance environment. The newsletters are authored by Mauldin & Jenkins governmental industry specialists and have addressed a variety of subjects. In the past several years, the following topics have been addressed in our newsletters:

- Are Your Government's Funds Secure?
- COVID-19 Updates (several)
- Cybersecurity Awareness
- Changes to FEMA's Disaster Recovery Grant Program
- Deposit Collateralization

- Employee vs Independent Contractor
- Escheat Laws on Unclaimed Property
- Federal Funding and Accountability Transparency Act
- Financial Data Transparency Act
- Forensic Audit or Financial Audit?
- Form PT 440
- GASB No. 72, Fair Value, It is Not Totally About Disclosure
- GASB No.'s 74 & 75, Other Post-Employment Benefits (OPEB)
- GASB No. 77, Abatements – Go Viral with GASB 77
- GASB No. 84 Fiduciary Activities (Series)
- GASB No. 87, Leases
- GASB No. 89, Accounting for Interest Cost Incurred Before the End of Construction
- GASB No. 91, Conduit Debt Obligations
- GASB No. 93, Replacement of Interbank Offered Rates
- GASB No. 100, Accounting Changes and Error Corrections
- General Data Protection Regulation (GDPR)
- GFOA announces new COA Submission Requirement
- Grants Management
- IRS Imposing ACA Penalties – Including to Governmental Entities
- OMB Compliance Supplements
- OPEB, What You Need to Know
- Public Funds and Secure Deposit Program
- Rotating or Not Rotating Auditors
- Property Tax Assessments
- Remote Auditing Best Practices
- Refunding Debt
- Sales & Use Taxes on Retail Sales of Jet Fuel
- Sales Tax Collections and Remittances by the State
- SAS Clarity Standards and Group Audits
- Single Audit, including Uniform Guidance (several)
- Social Security Administration (SSA) Incentive Payments
- Special Purpose Local Option Sales Taxes (SPLOST) Expenditures
- Subrecipient Risk Assessment Tool
- Supplemental Social Security for Inmates
- The New Tax Cuts and Jobs Act – Impact on Bond Refunding
- Uniform Guidance & New Procurement Requirements
- What's Happening with Property Tax Assessments

You are the best auditors I have ever worked with over my career. It is a big difference having a group that is dedicated to governmental accounting.

Wesley Ropp,
Charleston Water System,
Chief Financial Officer





Auditor's Discussion & Analysis

During the course of serving our clients, we stress the importance of timely and frequent communication. Such communication takes place throughout the audit and throughout the year, and includes proactive communications regarding new and upcoming accounting standards and auditing standards, as well as, the availability to answer questions and provide advice to the government.

We believe such communication is a key to providing timely value-added service to our clients.

At the conclusion of the audit process, Mauldin & Jenkins prepares an Auditor's Discussion & Analysis (formerly called the Audit Agenda) which provides auditor insight and summarizes the audit process, conclusions, and year-end financial analysis all under one cover.

Elements of the Auditor's Discussion & Analysis include the following:

- Information about the Firm, and the respective personnel serving the government;
- Results of the audit and other matters which should be emphasized to the governing board;
- An overview of the governments year-end financial results and auditor insights relative to key financial elements of the government;
- An understanding of the internal control/compliance audit reports and the results of our testing of internal controls and compliance with laws and regulations;
- A summary of certain audit scopes and procedures utilized by Mauldin & Jenkins during the audit process;
- Documentation of certain required communications as required by auditing standards;
- If applicable, a summary of any findings (material weaknesses and/or significant deficiencies) and management recommendations resulting from the audit;
- Practical information regarding upcoming new financial reporting and auditing standards and pronouncements affecting the government;
- A summary of the free continuing education and newsletters made available to the government during the past year.

Mauldin & Jenkins Partner Joel Black Appointed GASB Chairman



In 2020, the Financial Accounting Foundation's board of trustees appointed Joel Black, partner-in-charge of Mauldin & Jenkins audit practice, the next Chairman of the Governmental Accounting Standards Board.

"I am very excited to take on this new professional challenge. I have been immersed my entire adult life in the important, complex world of governmental accounting. I am eager to join my new colleagues in the mission to establish and improve accounting standards, and to engage with the remarkably diverse groups of stakeholders who care so much about public sector financial reporting."

"Joel Black has a longstanding and demonstrated commitment to the mission and work of the GASB and will make an excellent chair," said Financial Accounting

Foundation Chairman Kathy Casey in a statement. "He brings extensive knowledge and experience to the role and has genuine appreciation for the opportunities and challenges that our stakeholders face as accounting standards change. We are pleased to welcome him to the organization and look forward to his future leadership."



Fee Schedule

As requested by the City, we have enclosed on the following pages an all-inclusive maximum fee for the financial and compliance audit services for the fiscal years noted in the Request for Proposal. The below cost schedule contains all pricing information relative to the performance of the audit.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES			
FOR THE AUDIT OF THE 2024 FINANCIAL STATEMENTS			
	Hours	Hourly Rate	Total
Partners	100	\$285	\$ 28,500
Managers	125	225	28,125
Staff Professionals	175	175	30,625
Total for Services Described in RFP	<u>400</u>		<u>87,250</u>
Out-of-pocket expenses:			
Meals and lodging			2,000
Transportation			1,500
Mauldin & Jenkins discount from standard fees and expenses			<u>(15,750)</u>
Total all inclusive not to exceed price for 2024 audit			<u>\$ 75,000</u>
Amount of Professional Services, in hours, allowed for 2024 year without additional cost (such services include phone calls & continuing education)			<u>30</u>

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES			
FOR THE AUDIT OF THE 2025 FINANCIAL STATEMENTS			
	Hours	Hourly Rate	Total
Partners	95	\$290	\$ 27,550
Managers	120	230	27,600
Staff Professionals	160	180	28,800
Total for Services Described in RFP	<u>375</u>		<u>83,950</u>
Out-of-pocket expenses:			
Meals and lodging			2,000
Transportation			1,500
Mauldin & Jenkins discount from standard fees and expenses			<u>(10,450)</u>
Total all inclusive not to exceed price for 2025 audit			<u>\$ 77,000</u>
Amount of Professional Services, in hours, allowed for 2025 year without additional cost (such services include phone calls & continuing education)			<u>30</u>



SCHEDULE OF PROFESSIONAL FEES AND EXPENSES			
FOR THE AUDIT OF THE 2026 FINANCIAL STATEMENTS			
	Hours	Hourly Rate	Total
Partners	95	\$295	\$ 28,025
Managers	120	235	28,200
Staff Professionals	160	185	29,600
Total for Services Described in RFP	<u>375</u>		<u>85,825</u>
Out-of-pocket expenses:			
Meals and lodging			2,000
Transportation			1,500
Mauldin & Jenkins discount from standard fees and expenses			<u>(10,325)</u>
Total all inclusive not to exceed price for 2026 audit			<u>\$ 79,000</u>
Amount of Professional Services, in hours, allowed for 2026 year without additional cost (such services include phone calls & continuing education)			<u>30</u>

Important Notes to be Considered:

Note (1) – Unlimited Correspondence: It is Mauldin & Jenkins’ policy to not charge for simple discussions and conversations that occur between the governmental entity and Mauldin & Jenkins that are only simple discussions (i.e., a phone call to ask certain questions that do not require additional research).

Note (2) – Free Periodic/Quarterly Continuing Education: As noted in our technical proposal, we provide free quarterly continuing education classes to our clients. This could amount to approximately \$3,000 of annual savings for the Government’s estimated finance department per person.

Note (3) – Additional Services: If it should become necessary for the City to request Mauldin & Jenkins to provide any additional services (such as bond insurances, etc.), then such additional work shall be performed only if set forth in an addendum to the contract between the City and Mauldin & Jenkins.

Note (4) – No Hidden Fees or Costs: The pricing schedules contain all pricing information relative to performance of the audit as required by the City including all reimbursement for travel, lodging, communications, etc. Our estimated number of hours and the associated fee estimate indicated are based on our professional judgment and experience with similar governmental entities. So long as there are no significant changes in the operations or the number of major programs of the City and or the scope of services requested or significant problems requiring additional time, our quoted fees will not change.

Note (5) – Single Audit: The above fees include the Single Audit of two (2) major programs. If additional major programs are required, we would propose an additional fee of \$7,000 per major program.

Closing

We appreciate the opportunity to continue to serve the City of Dubuque, Iowa. We believe Mauldin & Jenkins is the “right” Firm for the City. Our experience and knowledge in the governmental sector of accounting is vast and ever improving. We would be very pleased to share our experience and understanding of governmental accounting and operations for the benefit of the City.

We would greatly appreciate your recommending us for your audit, accounting, and financial reporting needs. As we mentioned in our Transmittal Letter, **we are ready to begin the City’s audit immediately.** Should you or anyone at the City have any questions with regards to this proposal or about Mauldin & Jenkins, please feel free to contact us.





800-277-0050

www.mjcpa.com

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE: Fiscal Year 2024 State Urban Renewal Report

SUMMARY: City Manager recommending approval of the Fiscal Year 2024 Iowa Urban Renewal Report for the City of Dubuque.
RESOLUTION Approving The Fiscal Year 2024 Urban Renewal Report For The City Of Dubuque

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo FY24 URR Report_MVM Memo_2024_11_11
2. FY 2024 State Urban renewal report staff memo_2024_11_11
3. 2024_State Urban renewal report resolution
4. 24 State TIF Report

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Fiscal Year 2024 Iowa Urban Renewal Annual Report
DATE: November 11, 2024

Chief Financial Officer Jennifer Larson is recommending approval of the Fiscal Year 2024 Iowa Urban Renewal Report for the City of Dubuque.

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
Jill Connors, Economic Development Director

TO: Michael Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Fiscal Year 2024 Iowa Urban Renewal Annual Report

DATE: November 11, 2024

INTRODUCTION

This memorandum transmits for City Council consideration and action a resolution approving the annual urban renewal report required by the Iowa Urban Renewal Reporting Act of 2012 for all cities and counties using tax increment financing (TIF). The resolution and report are attached to this memo.

BACKGROUND

In the 2012 state legislative session, lawmakers adopted HF 2460, otherwise known as the Urban Renewal Reporting Act of 2012. The Act amended urban renewal legislation in several key areas, with a primary focus of increasing transparency in the utilization of tax increment financing.

One of the most significant requirements is for a local government to submit an annual report to the Department of Management (DOM) by December 1, following the previous fiscal year. The report must be approved by a majority of the local governing body or the DOM will not certify the incremental taxes back to the city or county. This is the second year the City of Dubuque has submitted the report.

DISCUSSION

The FY 2024 Annual Report identifies urban renewal projects, in every urban renewal district and subarea that utilized tax increment financing. Previously approved projects included in the FY2024 report are listed, as well as new projects that have been authorized from July 1, 2023 to June 30, 2024. Other significant portions of the report include the following:

- Submission of ordinances, plans and maps for all urban renewal districts;
- Amounts of loans, advances, and indebtedness incurred and the unpaid balance of TIF debt;
- Assessed value of the urban renewal areas, portion of the assessed value used to calculate incremental taxes, and portions related to other taxing entities;
- Number of jobs created utilizing TIF and private capital investment associated with a project;
- Public building analysis for projects utilizing TIF, with an explanation as to why TIF is the preferred funding source.

RECOMMENDATION

I respectfully recommend approval of the resolution authorizing approval of the Fiscal Year 2024 Iowa Urban Renewal Report for the City of Dubuque.

ACTION STEP

The action step is for the City Council to approve the attached resolution and report.

cc: Jill Connors, Economic Development Director

Attachments

RESOLUTION NO.

A RESOLUTION APPROVING THE FISCAL YEAR 2024 URBAN RENEWAL REPORT FOR THE CITY OF DUBUQUE.

Whereas, the Iowa Legislature approved HF 2460 in the 2012 Legislative Session, amending the current law pertaining to urban renewal districts; and

Whereas, HF 2460, otherwise known as the Urban Renewal Reporting Act of 2012, aims to increase transparency in the utilization of tax increment financing; and

Whereas, HF 2460 requires an annual urban renewal report be approved by the majority of a local governing body that had an active urban renewal plan anytime during the most recently ended fiscal year; and

Whereas, City staff have fulfilled the requirements outlined in the Act through a web-based reporting tool hosted by the Iowa Department of Management.

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

Section 1. That the Fiscal Year 2024 Urban Renewal Report for the City of Dubuque, be approved.

Section 2. That the Chief Financial Officer of the City of Dubuque, Iowa is hereby authorized and directed to submit the Report, with a record of this approval, to the Iowa Department of Management.

Passed, approved and adopted this 18th day of November, 2024.

Brad M. Cavanagh
Mayor

Attest:

Adrienne Breitfelder
City Clerk

Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Levy Authority Summary

Local Government Name: DUBUQUE
Local Government Number: 31G288

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
DUBUQUE CITY INDUST CNTR URBAN RENEWAL	31002	30
DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL	31018	3
DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL	31033	33
DUBUQUE CITY LAKE RIDGE URBAN RENEWAL	31046	1
DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL	31047	3
DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL	31048	2
DUBUQUE CITY SOUTH POINTE HOUSING	31050	7
DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL	31051	7
DUBUQUE - PERU ROAD (FLEXSTEEL)	31054	1
SKY BLUE HOUSING URBAN RENEWAL	31057	1
RADFORD ROAD ECONOMIC DEVELOPMENT	31058	1
NORTH GRANDVIEW ESTATES HOUSING URBAN RENEWAL	31060	1

TIF Debt Outstanding: 103,211,474

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:	15,236,063	1,839,988	Amount of 07-01-2023 Cash Balance Restricted for LMI
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TIF Revenue:	12,922,130		
TIF Sp. Revenue Fund Interest:	739,701		
Property Tax Replacement Claims	226,637		
Asset Sales & Loan Repayments:	1,148,166		
Total Revenue:	15,036,634		

Rebate Expenditures:	3,146,490		
Non-Rebate Expenditures:	10,409,020		
Returned to County Treasurer:	0		
Total Expenditures:	13,555,510		

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	16,717,187	2,171,108	Amount of 06-30-2024 Cash Balance Restricted for LMI
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**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance:** 72,938,777

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL
 UR Area Number: 31002

UR Area Creation Date: 05/1988

To develop and redevelop the
 Dubuque Industrial Center for
 economic development activities,
 primarily industrial park
 development, through the provision
 of development sites, public
 infrastructure, amenities and
 financial incentives.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 5 INCREM	310079	310078	26,487,213
DUBUQUE CITY/DBQ COMM SCH/UR 6 INCREM	310081	310080	0
DUBUQUE CITY/DBQ COMM SCH/UR 32 INCREM	310166	310167	3,670,860
DUBUQUE CITY AG/DBQ COMM SCH/UR 32 INCREM	310168	310169	0
DUBUQUE CITY AG/DBQ COMM SCH/UR 5 INCREMENT	310189	310191	0
DUBUQUE CITY/DBQ COMM SCH/UR 78 INCREMENT	310395	310396	19,074,378
DUBUQUE CITY AG/DBQ COMM SCH/UR 78 INCREMENT	310397	310398	0
CENTER TWP/DBQ COMM SCH/DUBUQUE UR 78 INCREMENT	310399	310400	0
DUBUQUE TWP/DBQ COMM SCH/ASBURY FIRE/DUBUQUE UR 78 INCREMENT	310401	310402	0
DUBUQUE CITY/DBQ COMM SCH/UR 101 INCREMENT	310497	310498	14,536,192
DUBUQUE CITY/DBQ COMM SCH/UR 102 INCREMENT	310499	310500	22,798,596
CENTER TWP/DBQ COMM SCH/UR 104 INCREMENT	310507	310508	0
DUBUQUE CITY/DBQ COMM SCH/UR 105 INCREMENT	310509	310510	8,309,325
DUBUQUE CITY AG/DBQ COMM SCH/UR 105 INCREMENT	310511	310512	0
DUBUQUE CITY/DBQ COMM SCH/UR 108 INCREMENT	310521	310522	0
CENTER TWP/DBQ COMM SCH/UR 109 INCREMENT	310523	310524	0
DUBUQUE TWP/DBQ COMM SCH/UR 110 INCREMENT	310525	310526	0
DUBUQUE CITY/DBQ COMM SCH/UR 104 INCREMENT	310541	310542	0
DUBUQUE CITY/DBQ COMM SCH/UR 133 INCREMENT	310603	310604	11,403,733
DUBUQUE CITY/DBQ COMM SCH UR 134 (SUBAREA L) INCREMENT	310605	310606	0
DUBUQUE CITY AG/DBQ COMM SCH UR 134 (SUBAREA L) INCREMENT	310607	310608	0
DUBUQUE CITY/DBQ COMM SCH UR 135 (SUBAREA M) INCREMENT	310609	310610	0
DUBUQUE CITY/DBQ COMM SCH/UR 147 (SUBAREA N) INCREMENT	310649	310650	1,449,633
DUBUQUE CITY/DBQ COMM SCH/UR 148 (SUBAREA O) INCREMENT	310651	310652	0
DUBUQUE CITY/DBQ COMM SCH/UR 149 (SUBAREA P) INCREMENT	310653	310654	0
DUBUQUE CITY AG/DBQ COMM SCH/UR 149 (SUBAREA P) INCREMENT	310655	310656	0
TABLE MOUND TWP/DBQ COMM SCH/UR 149 (SUBAREA P) - INCREMENT	310657	310658	0
DUBUQUE TWP/DBQ COMM SCH/UR 149 (SUBAREA P) INCREMENT	310659	310660	0
DUBUQUE CITY/DBQ COMM SCH/UR 158 (SUBAREA Q) INCREMENT	310685	310686	0
DUBUQUE CITY/DBQ COMM SCH/UR 159 (SUBAREA R) INCREMENT	310687	310688	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	66,509,130	71,590,310	0	0	138,099,440	0	138,099,440
Taxable	0	0	59,067,606	63,688,931	0	0	122,756,537	0	122,756,537
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:	3,461,130	0	Amount of 07-01-2023 Cash Balance Restricted for LMI
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TIF Revenue:	3,083,333
TIF Sp. Revenue Fund Interest:	173,047
Property Tax Replacement Claims	108,983
Asset Sales & Loan Repayments:	0
Total Revenue:	3,365,363

Rebate Expenditures:	1,465,149
Non-Rebate Expenditures:	1,926,144
Returned to County Treasurer:	0
Total Expenditures:	3,391,293

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	3,435,200	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
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Projects For DUBUQUE CITY INDUST CNTR URBAN RENEWAL

Green Industrial Supply

Description:	Rebate associated with Green Industrial Supply building
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

IWI Motor Parts

Description:	Rebate associated with IWI Motor Parts office and distribution building
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

Hormel

Description:	Rebate associated with construction of Hormel facility
Classification:	Agribusiness
Physically Complete:	Yes
Payments Complete:	No

Medline

Description:	Rebate associated with construction of Medline office space
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Dubuque Industrial Center Expansion

Description:	Bergfeld Recreation Area/Trail/Synergy Court
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

North Siegert Farm Expansion

Description:	Expansion of Dubuque Industrial Center for business development, including engineering, grading, paving, and utilities
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

South Siegert Farm Expansion

Description:	110 acre Expansion of Dubuque Industrial Center for business development, including engineering, grading, paving, and utilities
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

County Farm Industrial Site Development

Description:	Engineering, roads, grading, consulting
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Greater Dubuque Development Corporation contract

Description:	Contract for service to promote business retention, expansion, recruitment and workforce development
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Tri State Quality Metals

Description:	Rebate associated with construction of TSQM's new facility
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Graf Farm Expansion

Description:	166 Acre Expansion for future business development
Classification:	Acquisition of property
Physically Complete:	No
Payments Complete:	No

Roasting Solutions

Description:	Cul de Sac and sanitary sewer
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Roasting Solutions

Description:	Rebate associated with construction of Roasting Solutions facility
Classification:	Industrial/manufacturing property
Physically Complete:	Yes

Payments Complete:	No
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Rite Hite

Description:	Rebate association with expansion of Rite Hite
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Economic Development

Description:	Expenses associated with the promotion economic development in DICW
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Flexsteel

Description:	Escrow related to environmental clean up
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

English Ridge, LLC

Description:	Fiber Optic Installation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Medline Industries, Inc

Description:	Land Acquisition Grant
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	No

Hodge

Description:	Land Acquisition Grant, and tax rebate
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Unison

Description:	Land acquisition grant
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

Simmons

Description:	Land acquisition grant, rebate associated with facility improvements
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Giese

Description:	Land acquisition grant, rebate associated with construction of new facility
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Deluth Trading Company

Description:	Rebate associated with Deluth Trading Company office and distribution building
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Crossroads Improvements

Description:	Development of 156 acres for development-ready industrial site
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

Dubuque Screw Products

Description:	Rebate associated with facility expansion
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Seippel Warehouse, LLC

Description:	Rebate associated with warehouse expansion
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Vanguard Industries

Description:	rebated associated with facility expansion and job creation
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

Data Center

Description:	City Data Center
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For DUBUQUE CITY INDUST CNTR URBAN RENEWAL

Hormel

Debt/Obligation Type:	Rebates
Principal:	802,884
Interest:	0
Total:	802,884
Annual Appropriation?:	No
Date Incurred:	01/01/2007
FY of Last Payment:	2027

IWI Motor Parts

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	01/01/2012
FY of Last Payment:	2022

South Siegert Development

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	01/01/2012
FY of Last Payment:	2045

Tri State Quality Metals (Wilming)

Debt/Obligation Type:	Rebates
Principal:	185,499
Interest:	0
Total:	185,499
Annual Appropriation?:	Yes
Date Incurred:	03/17/2014
FY of Last Payment:	2026

Green Industrial Supply

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	08/15/2011

FY of Last Payment: 2019

County Farm Development

Debt/Obligation Type: Internal Loans
Principal: -1,525,812
Interest: 0
Total: -1,525,812
Annual Appropriation?: Yes
Date Incurred: 01/01/1997
FY of Last Payment: 2045

Series 2016B - Seigert

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: No
Date Incurred: 04/04/2016
FY of Last Payment: 2035

Greater Dubuque Dev Corp Contract

Debt/Obligation Type: Internal Loans
Principal: 5,037,897
Interest: 0
Total: 5,037,897
Annual Appropriation?: Yes
Date Incurred: 01/01/2015
FY of Last Payment: 2045

Series 2017B - North Siegert Expansion 2009B Refunding

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 780,750
Interest: 0
Total: 780,750
Annual Appropriation?: No
Date Incurred: 04/17/2017
FY of Last Payment: 2030

Series 2018B - South Siegert Expansion

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 103,906
Interest: 0
Total: 103,906
Annual Appropriation?: No
Date Incurred: 04/25/2018
FY of Last Payment: 2026

McFadden Farm Dev.

Debt/Obligation Type:	Internal Loans
Principal:	82,020
Interest:	0
Total:	82,020
Annual Appropriation?:	Yes
Date Incurred:	07/01/2017
FY of Last Payment:	2037

Roasting Solutions

Debt/Obligation Type:	Rebates
Principal:	338,450
Interest:	0
Total:	338,450
Annual Appropriation?:	Yes
Date Incurred:	01/14/2016
FY of Last Payment:	2028

Chavenelle Trail/Road Improvements

Debt/Obligation Type:	Internal Loans
Principal:	1,088,880
Interest:	0
Total:	1,088,880
Annual Appropriation?:	Yes
Date Incurred:	07/01/2017
FY of Last Payment:	2045

Seippel/Chavenelle Landscaping

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2018
FY of Last Payment:	2045

Series 2019C - Refunds 2012D

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	234,697
Interest:	0
Total:	234,697
Annual Appropriation?:	No
Date Incurred:	07/03/2019
FY of Last Payment:	2032

Rite Hite

Debt/Obligation Type:	Rebates
Principal:	710,274
Interest:	0

Total:	710,274
Annual Appropriation?:	Yes
Date Incurred:	07/01/2019
FY of Last Payment:	2029

North Siegert Farm

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2019
FY of Last Payment:	2045

Series 2021A - Refunds 2012H

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	87,849
Interest:	0
Total:	87,849
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2032

Series 2021B - Refunds 2014C&2012C

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,411,483
Interest:	0
Total:	3,411,483
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2034

Simmons Pet Food

Debt/Obligation Type:	Rebates
Principal:	2,462,736
Interest:	0
Total:	2,462,736
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2030

Series 2021A Chavenelle Road Rehab

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,453,200
Interest:	0
Total:	1,453,200
Annual Appropriation?:	No
Date Incurred:	06/02/2021

FY of Last Payment: 2041

Deluth Trading Company

Debt/Obligation Type: Rebates
Principal: 3,054,922
Interest: 0
Total: 3,054,922
Annual Appropriation?: Yes
Date Incurred: 08/03/2020
FY of Last Payment: 2035

Medline Industries

Debt/Obligation Type: Rebates
Principal: 2,486,320
Interest: 0
Total: 2,486,320
Annual Appropriation?: Yes
Date Incurred: 06/05/2018
FY of Last Payment: 2031

Series 2022B - Crossroads Improvements

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 8,418,545
Interest: 0
Total: 8,418,545
Annual Appropriation?: No
Date Incurred: 06/29/2022
FY of Last Payment: 2042

Data Center

Debt/Obligation Type: Internal Loans
Principal: 132,868
Interest: 0
Total: 132,868
Annual Appropriation?: Yes
Date Incurred: 07/01/2024
FY of Last Payment: 2045

Non-Rebates For DUBUQUE CITY INDUST CNTR URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	South Siegert Development
Tied To Project:	South Siegert Farm Expansion
TIF Expenditure Amount:	2,844
Tied To Debt:	County Farm Development
Tied To Project:	County Farm Industrial Site Development
TIF Expenditure Amount:	0
Tied To Debt:	Series 2016B - Seigert
Tied To Project:	Graf Farm Expansion
TIF Expenditure Amount:	0
Tied To Debt:	County Farm Development
Tied To Project:	South Siegert Farm Expansion
TIF Expenditure Amount:	642,113
Tied To Debt:	Greater Dubuque Dev Corp Contract
Tied To Project:	Greater Dubuque Development Corporation contract
TIF Expenditure Amount:	131,150
Tied To Debt:	Series 2017B - North Siegert Expansion 2009B Refunding
Tied To Project:	North Siegert Farm Expansion
TIF Expenditure Amount:	0
Tied To Debt:	South Siegert Development
Tied To Project:	South Siegert Farm Expansion
TIF Expenditure Amount:	33,984
Tied To Debt:	Series 2018B - South Siegert Expansion
Tied To Project:	South Siegert Farm Expansion
TIF Expenditure Amount:	275,382
Tied To Debt:	Chavenelle Trail/Road Improvements
Tied To Project:	County Farm Industrial Site Development
TIF Expenditure Amount:	0
Tied To Debt:	McFadden Farm Dev.
Tied To Project:	South Siegert Farm Expansion
TIF Expenditure Amount:	32,936
Tied To Debt:	Series 2019C - Refunds 2012D

Tied To Project:	Dubuque Industrial Center Expansion
TIF Expenditure Amount:	88,935
Tied To Debt:	Series 2021A - Refunds 2012H
Tied To Project:	Dubuque Industrial Center Expansion
TIF Expenditure Amount:	351,420
Tied To Debt:	Series 2021B - Refunds 2014C&2012C
Tied To Project:	Dubuque Industrial Center Expansion
TIF Expenditure Amount:	234,512
Tied To Debt:	Series 2022B - Crossroads Improvements
Tied To Project:	Crossroads Improvements
TIF Expenditure Amount:	132,868
Tied To Debt:	Data Center
Tied To Project:	Data Center

Rebates For DUBUQUE CITY INDUST CNTR URBAN RENEWAL

Hormel Foods

TIF Expenditure Amount:	261,007
Rebate Paid To:	Hormel Foods
Tied To Debt:	Hormel
Tied To Project:	Hormel
Projected Final FY of Rebate:	2026

Tri-State Quality metal

TIF Expenditure Amount:	61,833
Rebate Paid To:	Wilming Investments
Tied To Debt:	Tri State Quality Metals (Wilming)
Tied To Project:	Tri State Quality Metals
Projected Final FY of Rebate:	2026

Roasting Solutions

TIF Expenditure Amount:	67,690
Rebate Paid To:	Roasting Solutions
Tied To Debt:	Roasting Solutions
Tied To Project:	Roasting Solutions
Projected Final FY of Rebate:	2028

Rite Hite

TIF Expenditure Amount:	118,379
Rebate Paid To:	Rite Hite
Tied To Debt:	Rite Hite
Tied To Project:	Rite Hite
Projected Final FY of Rebate:	2029

Simmons Pet Food

TIF Expenditure Amount:	410,456
Rebate Paid To:	Simmons Pet Food
Tied To Debt:	Simmons Pet Food
Tied To Project:	Simmons
Projected Final FY of Rebate:	2030

Duluth Trading Company

TIF Expenditure Amount:	234,994
Rebate Paid To:	Duluth Trading Company
Tied To Debt:	Deluth Trading Company
Tied To Project:	Deluth Trading Company
Projected Final FY of Rebate:	2035

Medline Industries

TIF Expenditure Amount:	310,790
Rebate Paid To:	Medline Industries
Tied To Debt:	Medline Industries
Tied To Project:	Medline Industries, Inc
Projected Final FY of Rebate:	2031

Jobs For DUBUQUE CITY INDUST CNTR URBAN RENEWAL

Project:	Green Industrial Supply
Company Name:	Green Industrial Supply
Date Agreement Began:	08/15/2011
Date Agreement Ends:	05/01/2024
Number of Jobs Created or Retained:	68
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	11,133,880
Total Estimated Cost of Public Infrastructure:	0

Project:	Hormel
Company Name:	Progressive Packaging LLC
Date Agreement Began:	04/21/2008
Date Agreement Ends:	05/01/2021
Number of Jobs Created or Retained:	381
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	92,955,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Medline
Company Name:	Medline Industries, Inc.
Date Agreement Began:	11/19/2007
Date Agreement Ends:	05/01/2018
Number of Jobs Created or Retained:	555
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	7,751,600
Total Estimated Cost of Public Infrastructure:	0

Project:	IWI Motor Parts
Company Name:	Faley Properties, L.L.C. and Faley Enterprises, Inc.
Date Agreement Began:	02/07/2011
Date Agreement Ends:	05/01/2022
Number of Jobs Created or Retained:	52
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	3,002,140
Total Estimated Cost of Public Infrastructure:	0

Project:	Roasting Solutions
Company Name:	Roasting Solutions
Date Agreement Began:	01/14/2016
Date Agreement Ends:	05/01/2028
Number of Jobs Created or Retained:	20
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	3,292,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Tri State Quality Metals
Company Name:	Tri State Quality Metals
Date Agreement Began:	03/17/2014

Date Agreement Ends:	05/01/2026
Number of Jobs Created or Retained:	37
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	3,430,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Hodge
Company Name:	Duluth Holdings, Inc
Date Agreement Began:	11/04/2019
Date Agreement Ends:	06/01/2035
Number of Jobs Created or Retained:	76
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	9,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Unison
Company Name:	Unison Solutions, Inc
Date Agreement Began:	11/04/2019
Date Agreement Ends:	10/31/2021
Number of Jobs Created or Retained:	10
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	1,400,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Simmons
Company Name:	Simmons Pet Food, Inc
Date Agreement Began:	12/09/2020
Date Agreement Ends:	06/01/2033
Number of Jobs Created or Retained:	344
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	71,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Giese
Company Name:	Giese Manufacturing Company, Inc
Date Agreement Began:	04/19/2021
Date Agreement Ends:	06/01/2033
Number of Jobs Created or Retained:	49
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	5,500,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Rite Hite
Company Name:	Rite-Hite/AB(MC)2
Date Agreement Began:	06/06/2016
Date Agreement Ends:	05/01/2029
Number of Jobs Created or Retained:	429
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	8,266,721
Total Estimated Cost of Public Infrastructure:	0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 5 INCREM
 TIF Taxing District Inc. Number: 310078
 TIF Taxing District Base Year: 1987
 FY TIF Revenue First Received: 1991
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1988

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	25,770,900	4,336,490	0	0	30,107,390	0	30,107,390
Taxable	0	0	22,796,544	3,690,669	0	0	26,487,213	0	26,487,213
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	54,310	26,487,213	26,487,213	0	0

FY 2024 TIF Revenue Received: 3,083,333

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 6 INCREM
 TIF Taxing District Inc. Number: 310080
 TIF Taxing District Base Year: 1996
 FY TIF Revenue First Received: 1998
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2019

UR Designation	
Slum	No
Blighted	No
Economic Development	10/1997

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	100,089	0	0	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 32 INCREM
 TIF Taxing District Inc. Number: 310167
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 1991
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1988

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,295,480	17,251,280	0	0	19,546,760	0	19,546,760
Taxable	0	0	1,946,179	15,367,151	0	0	17,313,330	0	17,313,330
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	15,875,900	3,670,860	3,670,860	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 32 INCREM
 TIF Taxing District Inc. Number: 310169
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 1991
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1988

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	24,420	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 5 INCREMENT
 TIF Taxing District Inc. Number: 310191
 TIF Taxing District Base Year: 1987
 FY TIF Revenue First Received: 1991
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1988

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 78 INCREMENT
 TIF Taxing District Inc. Number: 310396
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2013

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	21,429,420	0	0	21,429,420	0	21,429,420
Taxable	0	0	0	19,074,378	0	0	19,074,378	0	19,074,378
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	66,322	19,074,378	19,074,378	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 78 INCREMENT
 TIF Taxing District Inc. Number: 310398
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2013

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	220,910	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: CENTER TWP/DBQ COMM SCH/DUBUQUE UR 78 INCREMENT
 TIF Taxing District Inc. Number: 310400
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2013

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
TIF Taxing District Name:	DUBUQUE TWP/DBQ COMM SCH/ASBURY FIRE/DUBUQUE UR 78 INCREMENT
TIF Taxing District Inc. Number:	310402
TIF Taxing District Base Year:	2010
FY TIF Revenue First Received:	2016
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2013

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 101 INCREMENT
TIF Taxing District Inc. Number:	310498
TIF Taxing District Base Year:	2007
FY TIF Revenue First Received:	2010
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2029

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2008

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	16,327,430	0	0	0	16,327,430	0	16,327,430
Taxable	0	0	14,536,192	0	0	0	14,536,192	0	14,536,192
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	472,448	14,536,192	14,536,192	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 102 INCREMENT
 TIF Taxing District Inc. Number: 310500
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	25,390,690	0	0	25,390,690	0	25,390,690
Taxable	0	0	0	22,798,596	0	0	22,798,596	0	22,798,596
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	22,798,596	22,798,596	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: CENTER TWP/DBQ COMM SCH/UR 104 INCREMENT
 TIF Taxing District Inc. Number: 310508
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2037

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2015

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	305,413	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 105 INCREMENT
 TIF Taxing District Inc. Number: 310510
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2037

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2015

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	9,300,910	0	0	0	9,300,910	0	9,300,910
Taxable	0	0	8,309,325	0	0	0	8,309,325	0	8,309,325
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	354,838	8,309,325	8,309,325	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 105 INCREMENT
 TIF Taxing District Inc. Number: 310512
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	354,838	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 108 INCREMENT
 TIF Taxing District Inc. Number: 310522
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2038

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2016

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	192,580	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: CENTER TWP/DBQ COMM SCH/UR 109 INCREMENT
 TIF Taxing District Inc. Number: 310524
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2037

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2016

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE TWP/DBQ COMM SCH/UR 110 INCREMENT
 TIF Taxing District Inc. Number: 310526
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2037

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2016

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 104 INCREMENT
 TIF Taxing District Inc. Number: 310542
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2037

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2015

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	48,289	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 133 INCREMENT
 TIF Taxing District Inc. Number: 310604
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2040

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2018

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	12,729,730	0	0	0	12,729,730	0	12,729,730
Taxable	0	0	11,403,733	0	0	0	11,403,733	0	11,403,733
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	11,403,733	11,403,733	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH UR 134 (SUBAREA L) INCREMENT
 TIF Taxing District Inc. Number: 310606
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2018

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	118,950	0	0	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH UR 134 (SUBAREA L) INCREMENT
 TIF Taxing District Inc. Number: 310608
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2018

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,274	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH UR 135 (SUBAREA M) INCREMENT
 TIF Taxing District Inc. Number: 310610
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2028

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	189,410	0	0	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 147 (SUBAREA N) INCREMENT
 TIF Taxing District Inc. Number: 310650
 TIF Taxing District Base Year: 2020
 FY TIF Revenue First Received: 2023
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2041

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2021

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	1,669,620	0	0	1,669,620	0	1,669,620
Taxable	0	0	0	1,449,633	0	0	1,449,633	0	1,449,633
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	1,449,633	1,449,633	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 148 (SUBAREA O) INCREMENT
 TIF Taxing District Inc. Number: 310652
 TIF Taxing District Base Year: 2020
 FY TIF Revenue First Received: 2023
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2041

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2021

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 149 (SUBAREA P) INCREMENT
 TIF Taxing District Inc. Number: 310654
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 149 (SUBAREA P) INCREMENT
 TIF Taxing District Inc. Number: 310656
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	153,950	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
TIF Taxing District Name:	TABLE MOUND TWP/DBQ COMM SCH/UR 149 (SUBAREA P) - INCREMENT
TIF Taxing District Inc. Number:	310658
TIF Taxing District Base Year:	2021
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
TIF Taxing District Name:	DUBUQUE TWP/DBQ COMM SCH/UR 149 (SUBAREA P) INCREMENT
TIF Taxing District Inc. Number:	310660
TIF Taxing District Base Year:	2021
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 158 (SUBAREA Q) INCREMENT
 TIF Taxing District Inc. Number: 310686
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received: 2023
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2043

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2022

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	1,512,810	0	0	1,512,810	0	1,512,810
Taxable	0	0	0	1,308,504	0	0	1,308,504	0	1,308,504
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,512,810	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 159 (SUBAREA R) INCREMENT
 TIF Taxing District Inc. Number: 310688
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received: 2024
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2041

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2022

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	84,680	0	0	0	84,680	0	84,680
Taxable	0	0	75,633	0	0	0	75,633	0	75,633
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	84,680	0	0	0	0

FY 2024 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL
 UR Area Number: 31018

UR Area Creation Date: 04/1997

UR Area Purpose: To develop and redevelop the Dubuque Industrial Center South for economic development activities, primarily industrial park development, through the provision of development sites, public infrastructure, amenities and financial incentives.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 26 INCREM	310124	310123	0
DUBUQUE CITY/DBQ COMM SCH/UR 97 INCREMENT	310489	310490	0
DUBUQUE CITY/DBQ COMM SCH/UR 98 INCREMENT	310491	310492	1,503,948

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,729,970	0	0	0	1,729,970	0	1,729,970
Taxable	0	0	1,503,948	0	0	0	1,503,948	0	1,503,948
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 122,857 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 43,045
 TIF Sp. Revenue Fund Interest: 4,631
 Property Tax Replacement Claims 2,244
 Asset Sales & Loan Repayments: 0
Total Revenue: 49,920

Rebate Expenditures: 36,464
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 36,464

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 136,313 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL

Technology Park Development

Description:	Development of Dubuque Technology Park, including engineering, grading, paving, and utilities
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Greater Dubuque Development Corporation contract

Description:	Contract for service to promote business retention, expansion, recruitment and workforce development
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Water/Sewer Utility Extension

Description:	Water/Sewer Utility Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Rockfarm Holdings

Description:	Rebate for construction of commercial office
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Conlon Johnson

Description:	Rebate for construction of commercial office
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL

Internal Loan - General Fund

Debt/Obligation Type:	Internal Loans
Principal:	3,124,090
Interest:	0
Total:	3,124,090
Annual Appropriation?:	Yes
Date Incurred:	07/01/1997
FY of Last Payment:	2045

Rockfarm Rebate

Debt/Obligation Type:	Rebates
Principal:	167,217
Interest:	0
Total:	167,217
Annual Appropriation?:	Yes
Date Incurred:	10/07/2014
FY of Last Payment:	2027

Non-Rebates For DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	Internal Loan - General Fund
Tied To Project:	Technology Park Development

Rebates For DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL

ROCKFARM

TIF Expenditure Amount:	36,464
Rebate Paid To:	ROCKFARM
Tied To Debt:	Rockfarm Rebate
Tied To Project:	Rockfarm Holdings
Projected Final FY of Rebate:	2027

Jobs For DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL

Project:	Rockfarm Holdings
Company Name:	Rockfarm Holdings
Date Agreement Began:	10/07/2014
Date Agreement Ends:	05/01/2027
Number of Jobs Created or Retained:	71
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	1,750,000
Total Estimated Cost of Public Infrastructure:	0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL (31018)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 26 INCREM
 TIF Taxing District Inc. Number: 310123
 TIF Taxing District Base Year: 1996
 FY TIF Revenue First Received: 2002
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2018

UR Designation	
Slum	No
Blighted	No
Economic Development	04/1997

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	28,593	0	0	0	0

FY 2024 TIF Revenue Received: 43,045

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL (31018)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 97 INCREMENT
 TIF Taxing District Inc. Number: 310490
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2036

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2014

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)										
Urban Renewal Area:	DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL (31018)										
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 98 INCREMENT										
TIF Taxing District Inc. Number:	310492										
TIF Taxing District Base Year:	2013										
FY TIF Revenue First Received:	2016										
Subject to a Statutory end date?	Yes										
Fiscal year this TIF Taxing District statutorily ends:	2036										
	<table><tr><th colspan="2">UR Designation</th></tr><tr><td>Slum</td><td>No</td></tr><tr><td>Blighted</td><td>No</td></tr><tr><td>Economic Development</td><td>09/2014</td></tr></table>			UR Designation		Slum	No	Blighted	No	Economic Development	09/2014
UR Designation											
Slum	No										
Blighted	No										
Economic Development	09/2014										

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,729,970	0	0	0	1,729,970	0	1,729,970
Taxable	0	0	1,503,948	0	0	0	1,503,948	0	1,503,948
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	1,503,948	1,503,948	0	0

FY 2024 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL
 UR Area Number: 31033

UR Area Creation Date: 05/1967

To stimulate, through public actions, private investment within the Downtown area leading to the creation of thriving business districts, high-quality employment opportunities, the development of additional housing units, and the conservation and restoration of historic buildings.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 1 INCREM	310071	310070	46,345,378
DUBUQUE CITY/DBQ COMM SCH/UR 2 INCREM	310073	310072	23,986,294
DUBUQUE CITY/DBQ COMM SCH/UR 3 INCREM	310075	310074	340,590
DUBUQUE CITY/DBQ COMM SCH/UR 4 INCREM	310077	310076	0
DUBUQUE CITY/DBQ COMM SCH/UR 7 INCREM	310084	310083	2,547,530
DUBUQUE CITY/DBQ COMM SCH/UR 35 INCREM	310179	310180	88,001,506
DUBUQUE CITY/DBQ COMM SCH/UR 37 INCREMENT	310185	310186	0
DUBUQUE CITY/DBQ COMM SCH/UR 38 INCREMENT	310187	310188	12,261,865
DUBUQUE CITY/DBQ COMM SCH/UR 53 INCREMENT	310295	310296	2,639,341
DUBUQUE CITY/DBQ COMM SCH/UR55 INCREMENT	310327	310328	32,627,550
DUBUQUE CITY/DBQ COMM SCH/UR56 INCREMENT	310329	310330	3,748,410
DUBUQUE CITY/DBQ COMM SCH/UR57 INCREMENT	310331	310332	795,260
DUBUQUE CITY/DBQ COMM SCH/UR58 INCREMENT	310333	310334	263,630
DUBUQUE CITY/DBQ COMM SCH/UR 62 INCREMENT	310353	310354	4,563,330
DUBUQUE CITY/DBQ COMM SCH/UR 63 INCREMENT	310355	310356	667,107
DUBUQUE CITY/DBQ COMM SCH/UR 69 INCREMENT	310375	310376	1,895,225
DUBUQUE CITY/DBQ COMM SCH/UR 70 INCREMENT	310377	310378	11,243,941
DUBUQUE CITY/DBQ COMM SCH/UR 71 INCREMENT	310379	310380	25,612,587
DUBUQUE CITY/DBQ COMM SCH/UR 72 INCREMENT	310381	310382	9,356,759
DUBUQUE CITY/DBQ COMM SCH/UR 73 INCREMENT	310383	310384	2,195,980
DUBUQUE CITY/DBQ COMM SCH/UR 74 INCREMENT	310385	310386	0
DUBUQUE CITY/DBQ COMM SCH/UR 91 INCREMENT	310467	310468	0
DUBUQUE CITY/DBQ COMM SCH/UR 93 INCREMENT	310479	310480	4,652,670
DUBUQUE CITY/DBQ COMM SCH/UR 99 INCREMENT	310493	310494	341,115
DUBUQUE CITY/DBQ COMM SCH/UR 100 INCREMENT	310495	310496	327,897
DUBUQUE CITY/DBQ COMM SCH/UR 112 INCREMENT	310529	310530	7,569,198
DUBUQUE CITY/DBQ COMM SCH/UR 113 INCREMENT	310531	310532	47,076
DUBUQUE CITY/DBQ COMM SCH/UR 114 INCREMENT	310533	310534	1,390,599
DUBUQUE CITY/DBQ COMM SCH/UR 116 INCREMENT	310543	310544	0
DUBUQUE CITY/DBQ COMM SCH/UR 121 INCREMENT	310567	310568	2,751,107
DUBUQUE CITY/DBQ COMM SCH/UR 141 INCREMENT	310635	310636	0

DUBUQUE CITY/DBQ COMM SCH/UR 145 INCREMENT	310643	310644	0
DUBUQUE CITY/DBQ COMM SCH/UR 157 ROOSEVELT STREET INCREMENT	310683	310684	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	195,497,171	352,425,206	53,791,380	705,130	-207,424	602,211,463	0	602,211,463
Taxable	0	106,839,480	294,924,331	46,643,974	634,617	-207,424	448,834,978	0	448,834,978
Homestead Credits									779

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:	8,972,934	0	Amount of 07-01-2023 Cash Balance Restricted for LMI
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TIF Revenue:	8,394,165
TIF Sp. Revenue Fund Interest:	475,027
Property Tax Replacement Claims	115,158
Asset Sales & Loan Repayments:	1,148,166
Total Revenue:	10,132,516

Rebate Expenditures:	1,578,089
Non-Rebate Expenditures:	6,544,751
Returned to County Treasurer:	0
Total Expenditures:	8,122,840

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	10,982,610	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
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Projects For DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL

Bonson Block

Description:	Rebate, housing incentive for 3 story rehabilitation
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Spahn and Rose lease

Description:	Rebate on property tax for lease of old City garage
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Flexsteel

Description:	Tax rebate for construction of new headquarters
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Franklin School

Description:	Rebate and Downtown housing incentive for rehabilitation of Franklin School
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	No

CARADCO

Description:	Rebate, housing incentive, rehab loan, facade, design and financial consultant grants for rehabilitation of CARADCO building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Nottingham properties

Description:	Rebate, housing incentive and facade grant for redevelopment of building
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Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Betty Jane Block

Description:	Rebate, housing incentive, rehabilitaiton loan and facade grant for redevelopment of building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

40 Main

Description:	TIF revenue bond, housing incentive, and economic development grants for rehabilitation of a 24-unit apartment complex and commercial space
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Crust

Description:	Rebate, housing incentive for rehabilitation of a mixed use facility including 21 apartments
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

WS Live

Description:	Property tax rebate for rehabilitation of Interstate Building
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Hotel Julien

Description:	Rebate, rehab loan, facade and design grants for the rehabilitation of the hotel
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Cottingham and Butler

Description:	Rebate, rehab loan, facade and design grant for rehabilitation of the Cottingham and Bulter office
Classification:	Commercial - office properties

Physically Complete:	Yes
Payments Complete:	No

German Bank

Description:	Rebate, rehab loan, facade and design grant for rehabilitation of former German Bank building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Durrant

Description:	Rebate for rehabilitation of of Durrant office building
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Port of Dubuque Ramp

Description:	Construction of parking ramp within the Port of Dubuque
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Hartig

Description:	Rebate, rehab loan and design grant for rehabilitation of office building
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Star Brewery

Description:	Rebate for rehabilitation of mixed use facility
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Heartland Financial

Description:	Rebate for the rehabilitation of former Walsh Store
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

McGraw Hill II

Description:	Rebate for construction of new facility in Port of Dubuque
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Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Roshek Building

Description:	Rebate for renovation of former Dubuque Building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Historic Federal Building

Description:	Previously approved renovation of Historic Federal Building for City office and leased space
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Weber Building

Description:	TIF bond for the rehabilitation of the mixed use Weber Building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Ice Harbor Development

Description:	Previously approved property acquisition, parking lots, clean-up and clearance, relocations
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Port of Dubuque Parking Ramp

Description:	Internal Loan for legal notices, engineering division service and consultant fees
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Port of Dubuque Parking Lot

Description:	Construction of Parking Lot in Port of Dubuque for parking and festivals
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Kephart's Building

Description:	Renovation of Kephart's Building for Multicultural Family Center and City offices
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Downtown Workforce Recruitment

Description:	Downtown Workforce Recruitment
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Main Street Streetscape

Description:	Renovation Street Streetscape
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Millwork Street Reconstruction

Description:	Reconstruction of Streets in the Millwork District
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Downtown Rehab Consultant

Description:	Matching fund grants to hire financial consultants for downtown rehabilitation projects
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

IDOT Building Purchase

Description:	Previously approved purchase of Former ABC Building from IDOT
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Kerper Industrial Park Development

Description:	Environmental/Dredging/Construction/Grading
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

5th and 3rd Street Parking Ramps

Description:	Construction and Repair of 3rd Street Parking Ramps
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Library Renovation

Description:	Previously approved renovation Carnegie Stout Library
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

America's River Project

Description:	Previously approved Conference Center/Riverwalk/Parking Lots/Landscaping/Five Flags Renovation/ Art on the River
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Opening of Main Street - 5th to 9th Street

Description:	Opening of Main Street - Street Improvements/Streetscape/Landscaping/Sidewalk/Utilities
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Downtown Housing Incentives

Description:	\$10,000 per unit for development of Rental Units in Downtown, or \$15,000 for owner-occupied units Downtown
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Lower Main Development

Description:	Renovation of Lower Main Buildings
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Central Parking Ramp

Description:	Previously approved construction of Parking Ramp on 10th and Central Avenue
Classification:	Municipal and other publicly-owned or leased buildings

Physically Complete:	Yes
Payments Complete:	No

Intermodal Facility

Description:	Construction of Intermodal Facility in Millwork District as well as surrounding parking
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

7th Street Improvements and One-Way to Two-Way

Description:	Street Improvements related to Intermodal Facility
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Washington Neighborhood Subarea Rehab Loan Pool

Description:	Rehab Loans to Washington Neighborhood Subarea Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	No
Payments Complete:	No

Morrison Brothers

Description:	Rebate for renovation of building
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Planning and Design Grants

Description:	Matching funds to hire architects, engineers, and other professional services for the rehabilitation of buildings downtown
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Downtown rehabilitation loans

Description:	Low interest loans with forgiveness for housing units or jobs created for downtown rehabilitation projects
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Facade grants

Description:	Matching funds for building facade improvements on downtown rehabilitation projects
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Mystique Ice Center improvements

Description:	Installation of new air conditioning, electrical improvements, the purchase of a generator, ice decking and a power factor correction device at the Ice Center
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Bell Street extension

Description:	Design, engineering, land and right of way acquisition and construction of the Bell Street extension and associated landscaping and streetscapes
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Historic Shot Tower restoration

Description:	Previously approved design, engineering, architectural, and construction fees associated with the restoration of the historic shot tower
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

McAllece Park and Recreation Complex

Description:	Design, engineering, and construction of sidewalks at the McAllece Park and Recreation complex
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

White and Central street resurfacing

Description:	Design, engineering and construction for the resurfacing of White Street
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Passenger Rail Platform

Description:	Design, Engineering, and construction of passenger rail platform
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Bluff Street restroom

Description:	Design, engineering, and construction of an ADA restroom near the intersection of 5th and Bluff Street
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Retaining wall at 18th and Central

Description:	Reconstruction of a retaining wall near the intersection of 18th and Central
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Street light replacement

Description:	Replacement of street lights downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Bowling and Beyond Acquisition

Description:	Buyout of a leasehold interest for the Bowling and Beyond site at 1860 Hawthorne Street
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	No

Eagle Window and Door

Description:	Development expenses associated with the relocation of Eagle Window and Door
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Downtown Shuttle Service

Description:	Shuttle service from the Downtown Parking Ramp
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Bee Branch landscaping

Description:	General landscaping and maintenance expenses associated with the Bee Branch Creek Restoration Project
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

ADA grants

Description:	Matching grants for property owners to make buildings compliant with Americans with Disabilities Act
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

GDDC

Description:	Contract for service with the Greater Dubuque Development Corporation to promote business retention and expansion, workforce development, new business recruitment and retail expansion
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Rousselot

Description:	Tax rebate for expansion to existing manufacturing facility
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Linseed Oil Paintworks Company Building

Description:	Tax rebate, housing incentive, facade, planning and design, and financial consult grants for rehabilitation of building into loft apartments
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Novelty Ironworks

Description:	Rebate, housing incentive, facade, planning and design, and financial consultant grant for rehabilitation of former factory into mixed-use development
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Morrison Brothers

Description:	Tax rebate for expansion to manufacturing facility (formerly East 7th Street ED District)
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

44 Main

Description:	Tif rebate, downtown rehabloans for rehabilitation of 18-unit apartment complex and retail space
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

756 Main

Description:	Tax rebate for renovation of building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Engine House #1

Description:	Tax rebate for renovation of building
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Millwork District Parking

Description:	Acquisition and Construction of Parking Lots
Classification:	Acquisition of property
Physically Complete:	No
Payments Complete:	No

Plastic Center

Description:	Tax rebate for renovation of building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Construction of Bus Garage

Description:	Contruction of new bus garage
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Downtown Security Cameras

Description:	Purchase and Installation of Downtown Security Cameras
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Community Housing Initiative

Description:	Housing initiative for Washington Neighborhood
Classification:	Acquisition of property
Physically Complete:	No
Payments Complete:	No

Central Ave. Corridor Initiative

Description:	Target Community Engeagement opportunitites in Central Corridor
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Riverfront Leasehold Improvements

Description:	Mitigation, demolition & related property improvement studies
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Legal Fees

Description:	Legal Fees in Relation to TIF District Expenses
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Trolley Operations

Description:	Funding of Trolley Operations to promote downtown employment
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

True North Initiative

Description:	Funding of the True North Initiative Project
Classification:	Low and Moderate Income Housing
Physically Complete:	No
Payments Complete:	No

253 Main St

Description:	TIF Rebate for rehab of 253 Main St
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

H&W Building 3000 Jackson

Description:	Deconstruction Grant
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

653 White Properties, LLC

Description:	Planning and design grant and tax rebate
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Dimensional Brewing Company

Description:	Tax rebate
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Metx, LLC

Description:	Facade grant, planning and design grant, and financial planning grant
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Dupaco Voices, LLC

Description:	Tax rebate, rehab grant, facade grant, design grant, and financial consultant grant
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Tbill's Properties, LLC

Description:	Rehab grant, facade grant, design grant, and financial consultant grant
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Three Amigos

Description:	Design grant and financial consulting grant
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Marquette Hall

Description:	tax rebate for housing incentive, facade grant, design grant, and financial consultant grant
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Hitzler Rental, LLC

Description:	Facade Grant and Planning & Design Grant
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	Yes

Roshek

Description:	Tax rebate
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

84 Main, LLC

Description:	Housing incentive grant and facade grant
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

278 W 17th Street

Description:	Housing incentive grant and rehabilitation loan
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

1838 Central - CSB Consulting

Description:	Housing incentive grant
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Dream Center

Description:	Planning & design grant
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Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

1555 Central

Description:	Facade grant
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

United Brotherhood of Carpenters

Description:	Facade grant
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Montana House, LLC

Description:	Facade grant, planning & design grant, and financial consultant grant
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Friends of Paradise Church

Description:	Facade grant
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Jeld Wen

Description:	Forgivable Loan
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

1501 Jackson - Steeple Square

Description:	Tax Rebate, housing grant, facade, plan/desing, financial consult grants
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Dubuque Stamp

Description:	Dubuque Stamping & Manufacturing
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

Comiskey Park

Description:	Improvements to Park
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Prairie Farms Dairy, Inc.

Description:	Tax rebate
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Merge

Description:	Tax rebate and land acquisition grant
	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	No
Payments Complete:	No

River Dock Expansion

Description:	Construction of Main Channel Docks
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Parking Ramp Emergency Repairs and Deficit

Description:	Parking Ramp Emergency Repairs and Deficit
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

210 Jones LLC

Description:	Tax rebate for renovation of building
	Commercial - apartment/condos (residential use, classified commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

ERP System Implementation

Description:	New financial system
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Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

SMART Parking System

Description:	SMART Parking Equipment
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

South Port Redevelopment

Description:	South Port Redevelopment Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	No
Payments Complete:	No

Municipal Parking Lots

Description:	Repaving of Municipal Parking Lots
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Parking Ramp OCC Certification

Description:	Parking Ramp OCC Certification
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Downtown Weatherization Non-Profits

Description:	Downtown Weatherization Non-Profits
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

ADA Restrooms/Multicultural Family Center

Description:	ADA Restrooms/Multicultural Family Center
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Transit Roof/Loan pool/ADA Assistance

Description:	Transit Roof/Loan pool/ADA Assistance
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes

Payments Complete:	No
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Jackson Park and Clock Tower

Description:	Jackson Park and Clock Tower
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Downtown Ramp

Description:	Downtown Ramp
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Krestchmer Lofts

Description:	Housing creation, facade, design, financial consultant grants
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	No

CARich Properties

Description:	Housing creation, forgivable loan, design, financial consultant grants
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

The Fischer Companies

Description:	Housing Creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	Yes

HG APT

Description:	Housing Creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Real Property Investments

Description:	Housing creation, facade
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

JTM Properties

Description:	Housing creation, facade, design grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Dub Jones

Description:	Facade, design grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

TKWJ Estates

Description:	Housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Unitarian Church

Description:	Facade, design, financial consultant grants
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Klauer Manufacturing

Description:	Rebate associated with facility expansion
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Dubuque Screw

Description:	Rebate associated with facility expansion
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

MVO, LLC

Description:	facade and design grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Virtual Velocity, LLC

Description:	Housing creation, facade, design, financial consultant grants, DRLP Loan
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

The Hotel Dubuque

Description:	Rebate
Classification:	Commercial - hotels and conference centers
Physically Complete:	No
Payments Complete:	No

McCoy Group, Inc.

Description:	Rebate associated with facility expansion
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

799 Main, LLC

Description:	Rebate, housing creation, facade, design, and financial consultant grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Nia Neighborhoods, LLC

Description:	Rebate, housing, facade, design, and financial consultant grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Forward Investments, LLC

Description:	Rebate, housing, facade, design, and financial consultant grants
Classification:	Commercial - apartment/condos (residential use, classified commercial)

Physically Complete:	No
Payments Complete:	No

Farley & Loetscher, LLC

Description:	Rebate, housing, facade, design, and financial consultant grants
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Chadwick Block, LLC

Description:	Rebate, housing, facade, design, and financial consultant grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

HG APT LLC

Description:	Rebate, housing, facade, design, and financial consultant grants
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Union at the Marina, LP

Description:	Rebate associated with housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

400 Ice Harbor Drive

Description:	Rebate associated with job creation and facility remodel
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

CBDC, LLC

Description:	Rebate associated with construction of childcare center
Classification:	Commercial-Medical
Physically Complete:	No
Payments Complete:	No

Woodward Communications

Description:	Rebate associated with job creation and facility remodel
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Wilson House Apts, LLC

Description:	Rebate, housing, facade, design, and financial consultant grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Millwork Flats, L.L.C.

Description:	Rebate associated with housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Grand River Center

Description:	Internal Loan for Building Improvements
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Five Flags Renovations

Description:	Renovations of Five Flags Civic Center
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

East West Corridor Capacity

Description:	Improvements to Downtown Traffic Flow
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

14th Street Overpass

Description:	Pedestrian Overpass Over 14th Street
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Blum Site Utilization

Description:	Reutilization of Downtown Junkyard
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Millwork Master Planning

Description:	Master Plan for Millwork District
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL

2007B - Port of Dubuque Ramp

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	28,846,500
Interest:	0
Total:	28,846,500
Annual Appropriation?:	No
Date Incurred:	10/16/2007
FY of Last Payment:	2037

Roshek Building Rebate

Debt/Obligation Type:	Rebates
Principal:	2,036,438
Interest:	0
Total:	2,036,438
Annual Appropriation?:	No
Date Incurred:	01/01/2006
FY of Last Payment:	2021

Julien Hotel Rebate

Debt/Obligation Type:	Rebates
Principal:	658,644
Interest:	0
Total:	658,644
Annual Appropriation?:	No
Date Incurred:	01/01/2007
FY of Last Payment:	2026

Ice Harbor Development

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	01/01/1991
FY of Last Payment:	2045

Historic Federal Building Renovation

Debt/Obligation Type:	Internal Loans
Principal:	632,354
Interest:	0
Total:	632,354

Annual Appropriation?:	No
Date Incurred:	01/01/2007
FY of Last Payment:	2045

Port of Dubuque Parking Lot

Debt/Obligation Type:	Internal Loans
Principal:	-572,376
Interest:	0
Total:	-572,376
Annual Appropriation?:	Yes
Date Incurred:	01/01/2007
FY of Last Payment:	2045

Kerper Development

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	01/01/1997
FY of Last Payment:	2032

Bowling & Beyond Acquisition

Debt/Obligation Type:	Other Debt
Principal:	450,000
Interest:	0
Total:	450,000
Annual Appropriation?:	No
Date Incurred:	01/01/2013
FY of Last Payment:	2023

Bonson Block

Debt/Obligation Type:	Rebates
Principal:	41,878
Interest:	0
Total:	41,878
Annual Appropriation?:	No
Date Incurred:	02/07/2011
FY of Last Payment:	2028

Nottingham Properties

Debt/Obligation Type:	Rebates
Principal:	567
Interest:	0
Total:	567
Annual Appropriation?:	No
Date Incurred:	03/15/2011
FY of Last Payment:	2028

Franklin Investments

Debt/Obligation Type:	Rebates
Principal:	125,669
Interest:	0
Total:	125,669
Annual Appropriation?:	No
Date Incurred:	04/04/2011
FY of Last Payment:	2028

Plastic Center

Debt/Obligation Type:	Rebates
Principal:	34,634
Interest:	0
Total:	34,634
Annual Appropriation?:	No
Date Incurred:	03/15/2011
FY of Last Payment:	2028

Flexsteel

Debt/Obligation Type:	Rebates
Principal:	155,862
Interest:	0
Total:	155,862
Annual Appropriation?:	No
Date Incurred:	04/04/2011
FY of Last Payment:	2024

Caradco

Debt/Obligation Type:	Rebates
Principal:	528,464
Interest:	0
Total:	528,464
Annual Appropriation?:	No
Date Incurred:	03/15/2011
FY of Last Payment:	2028

Kephart Building

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	01/01/2009
FY of Last Payment:	2045

Port of Dubuque Ramp

Debt/Obligation Type:	Internal Loans
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Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	01/01/2009
FY of Last Payment:	2045

Linseed Oil

Debt/Obligation Type:	Rebates
Principal:	29,643
Interest:	0
Total:	29,643
Annual Appropriation?:	No
Date Incurred:	03/07/2013
FY of Last Payment:	2025

Rousselot

Debt/Obligation Type:	Rebates
Principal:	31,428
Interest:	0
Total:	31,428
Annual Appropriation?:	No
Date Incurred:	01/22/2013
FY of Last Payment:	2025

Novelty Iron Works

Debt/Obligation Type:	Rebates
Principal:	1,286,207
Interest:	0
Total:	1,286,207
Annual Appropriation?:	No
Date Incurred:	06/17/2013
FY of Last Payment:	2031

253 Main St-Oberbroeckkling

Debt/Obligation Type:	Rebates
Principal:	13,049
Interest:	0
Total:	13,049
Annual Appropriation?:	No
Date Incurred:	04/06/2015
FY of Last Payment:	2027

1501 Jackson Steeple Square

Debt/Obligation Type:	Rebates
Principal:	27,330
Interest:	0
Total:	27,330

Annual Appropriation?:	No
Date Incurred:	05/02/2016
FY of Last Payment:	2030

METX, LLC - Lamar building

Debt/Obligation Type:	Rebates
Principal:	882,033
Interest:	0
Total:	882,033
Annual Appropriation?:	No
Date Incurred:	10/12/2017
FY of Last Payment:	2031

Steeple Square Event Center

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	10/12/2017
FY of Last Payment:	2031

2017B Refunding Millwork Dist Parking

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,388,150
Interest:	0
Total:	1,388,150
Annual Appropriation?:	No
Date Incurred:	04/17/2017
FY of Last Payment:	2030

2017C Refunding DT Housing Incentive

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,478,253
Interest:	0
Total:	1,478,253
Annual Appropriation?:	No
Date Incurred:	04/17/2017
FY of Last Payment:	2030

Bus Storage Facility

Debt/Obligation Type:	Internal Loans
Principal:	720,177
Interest:	0
Total:	720,177
Annual Appropriation?:	Yes
Date Incurred:	06/20/2017
FY of Last Payment:	2045

Community Housing Development

Debt/Obligation Type:	Internal Loans
Principal:	305,000
Interest:	0
Total:	305,000
Annual Appropriation?:	Yes
Date Incurred:	06/02/2017
FY of Last Payment:	2045

DT Security Cameras

Debt/Obligation Type:	Internal Loans
Principal:	273,802
Interest:	0
Total:	273,802
Annual Appropriation?:	Yes
Date Incurred:	06/02/2017
FY of Last Payment:	2045

Central Ave Corridor

Debt/Obligation Type:	Internal Loans
Principal:	92,085
Interest:	0
Total:	92,085
Annual Appropriation?:	Yes
Date Incurred:	06/02/2017
FY of Last Payment:	2045

Downtown Urban Renewal ADA

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/02/2017
FY of Last Payment:	2045

Riverfront Leasehold Improv

Debt/Obligation Type:	Internal Loans
Principal:	287,906
Interest:	0
Total:	287,906
Annual Appropriation?:	Yes
Date Incurred:	06/02/2017
FY of Last Payment:	2045

Legal Expenses

Debt/Obligation Type:	Internal Loans
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Principal:	124,353
Interest:	0
Total:	124,353
Annual Appropriation?:	Yes
Date Incurred:	06/05/2017
FY of Last Payment:	2045

Spahn and Rose

Debt/Obligation Type:	Rebates
Principal:	418,235
Interest:	0
Total:	418,235
Annual Appropriation?:	No
Date Incurred:	07/01/2017
FY of Last Payment:	2027

Downtown Street Lights

Debt/Obligation Type:	Internal Loans
Principal:	100,729
Interest:	0
Total:	100,729
Annual Appropriation?:	No
Date Incurred:	07/01/2017
FY of Last Payment:	2045

Demo of 3000 Jackson-Dbq Malt

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	07/01/2017
FY of Last Payment:	2045

Various Downtown Projects

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	07/01/2017
FY of Last Payment:	2045

2017B Central Ave Ramp

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,797,150
Interest:	0
Total:	1,797,150

Annual Appropriation?:	No
Date Incurred:	07/01/2019
FY of Last Payment:	2029

DT Bulding Facades

Debt/Obligation Type:	Internal Loans
Principal:	300,000
Interest:	0
Total:	300,000
Annual Appropriation?:	Yes
Date Incurred:	07/01/2000
FY of Last Payment:	2045

Smokestack

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2018
FY of Last Payment:	2030

Series 2019 A MFC Addition Remodel

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,834,050
Interest:	0
Total:	1,834,050
Annual Appropriation?:	No
Date Incurred:	06/20/2019
FY of Last Payment:	2039

Barker Financial

Debt/Obligation Type:	Rebates
Principal:	45,881
Interest:	0
Total:	45,881
Annual Appropriation?:	Yes
Date Incurred:	12/01/2015
FY of Last Payment:	2027

2021A Refunded 2012H

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,152,951
Interest:	0
Total:	1,152,951
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2032

2021B Refunded 2012C

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	454,821
Interest:	0
Total:	454,821
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2032

2021B Refunded 2012F

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2022

2021B Refunded 2014C

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	5,232,900
Interest:	0
Total:	5,232,900
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2034

2021B Ramp and Docks

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,497,303
Interest:	0
Total:	1,497,303
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2036

2021A Refunded 2014B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	152,200
Interest:	0
Total:	152,200
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2034

2021A Refunded 2012B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
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Principal:	2,873,288
Interest:	0
Total:	2,873,288
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2031

2021A Refunded 2012A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,278,400
Interest:	0
Total:	2,278,400
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2031

2021A Parks

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	651,900
Interest:	0
Total:	651,900
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2041

River Dock Expansion

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2045

Parking Ramp Emergency Repairs and Deficit

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2045

Downtown Business Transit Shuttle

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0

Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2045

Comiskey Park

Debt/Obligation Type:	Internal Loans
Principal:	162,724
Interest:	0
Total:	162,724
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2045

Corridor Alternatives

Debt/Obligation Type:	Internal Loans
Principal:	46,335
Interest:	0
Total:	46,335
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2045

IFA Trust Match

Debt/Obligation Type:	Internal Loans
Principal:	53,169
Interest:	0
Total:	53,169
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2045

210 Jones LLC

Debt/Obligation Type:	Rebates
Principal:	218,664
Interest:	0
Total:	218,664
Annual Appropriation?:	Yes
Date Incurred:	06/19/2017
FY of Last Payment:	2030

Marquette Hall

Debt/Obligation Type:	Rebates
Principal:	68,298
Interest:	0
Total:	68,298
Annual Appropriation?:	Yes
Date Incurred:	05/20/2019
FY of Last Payment:	2031

898 Jackson Three Amigos

Debt/Obligation Type:	Rebates
Principal:	61,923
Interest:	0
Total:	61,923
Annual Appropriation?:	Yes
Date Incurred:	04/15/2019
FY of Last Payment:	2031

Victory Cafe

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	06/21/2010
FY of Last Payment:	2022

ERP Financial System

Debt/Obligation Type:	Internal Loans
Principal:	58,351
Interest:	0
Total:	58,351
Annual Appropriation?:	No
Date Incurred:	06/16/2022
FY of Last Payment:	2025

Municipal Parking Lots

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	08/02/2022
FY of Last Payment:	2030

Parking Ramp OCC Certified

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	08/02/2022
FY of Last Payment:	2030

Washington Business Incentives

Debt/Obligation Type:	Internal Loans
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Principal:	251,043
Interest:	0
Total:	251,043
Annual Appropriation?:	No
Date Incurred:	08/02/2022
FY of Last Payment:	2030

Non-Profit Weatherization

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	08/02/2022
FY of Last Payment:	2030

South Port Redevelopment

Debt/Obligation Type:	Internal Loans
Principal:	2,146
Interest:	0
Total:	2,146
Annual Appropriation?:	No
Date Incurred:	08/02/2022
FY of Last Payment:	2030

SMART Parking System

Debt/Obligation Type:	Internal Loans
Principal:	495,120
Interest:	0
Total:	495,120
Annual Appropriation?:	No
Date Incurred:	08/02/2022
FY of Last Payment:	2030

2022B Downtown Ramp

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,471,065
Interest:	0
Total:	1,471,065
Annual Appropriation?:	No
Date Incurred:	06/29/2022
FY of Last Payment:	2042

2022B Five Flags and Dock

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,123,835
Interest:	0
Total:	1,123,835

Annual Appropriation?:	No
Date Incurred:	06/29/2022
FY of Last Payment:	2042

True North

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	06/01/2018
FY of Last Payment:	2045

Grand River Center

Debt/Obligation Type:	Internal Loans
Principal:	84,960
Interest:	0
Total:	84,960
Annual Appropriation?:	No
Date Incurred:	06/01/2020
FY of Last Payment:	2045

Prairie Farms

Debt/Obligation Type:	Rebates
Principal:	74,125
Interest:	0
Total:	74,125
Annual Appropriation?:	Yes
Date Incurred:	03/18/2019
FY of Last Payment:	2031

Dupaco Credit Union

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2024
FY of Last Payment:	2034

Miller Companies LLC

Debt/Obligation Type:	Rebates
Principal:	117,936
Interest:	0
Total:	117,936
Annual Appropriation?:	Yes
Date Incurred:	07/01/2024
FY of Last Payment:	2034

2023A Five Flags and Ramps

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,703,196
Interest:	0
Total:	1,703,196
Annual Appropriation?:	No
Date Incurred:	08/01/2023
FY of Last Payment:	2043

Jackson Park Amenities

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2045

14th St Overpass

Debt/Obligation Type:	Internal Loans
Principal:	100,000
Interest:	0
Total:	100,000
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2045

Blum Site Utilization

Debt/Obligation Type:	Internal Loans
Principal:	1,168
Interest:	0
Total:	1,168
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2045

Millwork Master Planning

Debt/Obligation Type:	Internal Loans
Principal:	50,000
Interest:	0
Total:	50,000
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2045

Green House Gas

Debt/Obligation Type:	Internal Loans
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Principal:	22,485
Interest:	0
Total:	22,485
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2045

Jackson Park

Debt/Obligation Type:	Internal Loans
Principal:	22,743
Interest:	0
Total:	22,743
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2045

Non-Rebates For DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL

TIF Expenditure Amount:	2,011,000
Tied To Debt:	2007B - Port of Dubuque Ramp
Tied To Project:	Port of Dubuque Parking Ramp
TIF Expenditure Amount:	50,000
Tied To Debt:	Bowling & Beyond Acquisition
Tied To Project:	Bowling and Beyond Acquisition
TIF Expenditure Amount:	489,525
Tied To Debt:	2017B Central Ave Ramp
Tied To Project:	Central Parking Ramp
TIF Expenditure Amount:	32,171
Tied To Debt:	Central Ave Corridor
Tied To Project:	Central Ave. Corridor Initiative
TIF Expenditure Amount:	96,183
Tied To Debt:	Riverfront Leasehold Improv
Tied To Project:	Riverfront Leasehold Improvements
TIF Expenditure Amount:	134,704
Tied To Debt:	Downtown Business Transit Shuttle
Tied To Project:	Downtown Shuttle Service
TIF Expenditure Amount:	53,169
Tied To Debt:	IFA Trust Match
Tied To Project:	Downtown Housing Incentives
TIF Expenditure Amount:	10,103
Tied To Debt:	Legal Expenses
Tied To Project:	Legal Fees
TIF Expenditure Amount:	197,050
Tied To Debt:	2017B Refunding Millwork Dist Parking
Tied To Project:	Millwork Street Reconstruction
TIF Expenditure Amount:	201,605
Tied To Debt:	2017C Refunding DT Housing Incentive
Tied To Project:	Downtown Housing Incentives
TIF Expenditure Amount:	113,200
Tied To Debt:	Series 2019 A MFC Addition Remodel
Tied To Project:	Kephart's Building

TIF Expenditure Amount:	162,724
Tied To Debt:	Comiskey Park
Tied To Project:	Comiskey Park
TIF Expenditure Amount:	11,957
Tied To Debt:	ERP Financial System
Tied To Project:	ERP System Implementation
TIF Expenditure Amount:	74,258
Tied To Debt:	Parking Ramp OCC Certified
Tied To Project:	Parking Ramp OCC Certification
TIF Expenditure Amount:	40,687
Tied To Debt:	Washington Business Incentives
Tied To Project:	Washington Neighborhood Subarea Rehab Loan Pool
TIF Expenditure Amount:	22,485
Tied To Debt:	Non-Profit Weatherization
Tied To Project:	Downtown Weatherization Non- Profits
TIF Expenditure Amount:	1,834
Tied To Debt:	South Port Redevelopment
Tied To Project:	South Port Redevelopment
TIF Expenditure Amount:	489,619
Tied To Debt:	SMART Parking System
Tied To Project:	SMART Parking System
TIF Expenditure Amount:	127,765
Tied To Debt:	2021A Refunded 2012H
Tied To Project:	ADA Restrooms/Multicultural Family Center
TIF Expenditure Amount:	12,700
Tied To Debt:	2021A Refunded 2014B
Tied To Project:	Transit Roof/Loan pool/ADA Assistance
TIF Expenditure Amount:	353,023
Tied To Debt:	2021A Refunded 2012B
Tied To Project:	7th Street Improvements and One- Way to Two-Way
TIF Expenditure Amount:	10,700
Tied To Debt:	2021A Parks
Tied To Project:	Jackson Park and Clock Tower
TIF Expenditure Amount:	473,100
Tied To Debt:	2021B Refunded 2014C
Tied To Project:	White and Central street resurfacing

TIF Expenditure Amount:	49,711
Tied To Debt:	2021B Refunded 2012C
Tied To Project:	Washington Neighborhood Subarea Rehab Loan Pool
TIF Expenditure Amount:	110,800
Tied To Debt:	2021B Ramp and Docks
Tied To Project:	River Dock Expansion
TIF Expenditure Amount:	281,700
Tied To Debt:	2021A Refunded 2012A
Tied To Project:	Intermodal Facility
TIF Expenditure Amount:	600,000
Tied To Debt:	DT Bulding Facades
Tied To Project:	Downtown rehabilitation loans
TIF Expenditure Amount:	41,452
Tied To Debt:	2022B Downtown Ramp
Tied To Project:	Downtown Ramp
TIF Expenditure Amount:	31,668
Tied To Debt:	2022B Five Flags and Dock
Tied To Project:	River Dock Expansion
TIF Expenditure Amount:	8,268
Tied To Debt:	Grand River Center
Tied To Project:	Grand River Center
TIF Expenditure Amount:	43,069
Tied To Debt:	2023A Five Flags and Ramps
Tied To Project:	Five Flags Renovations
TIF Expenditure Amount:	34,610
Tied To Debt:	Corridor Alternatives
Tied To Project:	East West Corridor Capacity
TIF Expenditure Amount:	22,743
Tied To Debt:	Jackson Park Amenities
Tied To Project:	Jackson Park and Clock Tower
TIF Expenditure Amount:	100,000
Tied To Debt:	14th St Overpass
Tied To Project:	14th Street Overpass
TIF Expenditure Amount:	1,168
Tied To Debt:	Blum Site Utilization
Tied To Project:	Blum Site Utilization
TIF Expenditure Amount:	50,000
Tied To Debt:	Millwork Master Planning
Tied To Project:	Millwork Master Planning

Rebates For DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL

Hotel Julien

TIF Expenditure Amount:	219,548
Rebate Paid To:	HJD Landlord LLC
Tied To Debt:	Julien Hotel Rebate
Tied To Project:	Hotel Julien
Projected Final FY of Rebate:	2026

Roshek Building

TIF Expenditure Amount:	290,920
Rebate Paid To:	Roshek Property LLC
Tied To Debt:	Roshek Building Rebate
Tied To Project:	Roshek Building
Projected Final FY of Rebate:	2021

Barker Financial

TIF Expenditure Amount:	11,470
Rebate Paid To:	Barker Financial
Tied To Debt:	Roshek Building Rebate
Tied To Project:	Crust
Projected Final FY of Rebate:	2024

Betty Jane Block

TIF Expenditure Amount:	6,927
Rebate Paid To:	Fischer Company/Plastic Center
Tied To Debt:	Bonson Block
Tied To Project:	Betty Jane Block
Projected Final FY of Rebate:	2028

Spahn and Rose

TIF Expenditure Amount:	104,559
Rebate Paid To:	Spahn and Rose
Tied To Debt:	Spahn and Rose
Tied To Project:	Spahn and Rose lease
Projected Final FY of Rebate:	2027

Nottingham Properties

TIF Expenditure Amount:	0
Rebate Paid To:	Nottingham Properties
Tied To Debt:	Nottingham Properties
Tied To Project:	Nottingham properties

Projected Final FY of Rebate: 2028

Franklin School

TIF Expenditure Amount: 25,134
Rebate Paid To: Franklin Investments LLC
Tied To Debt: Franklin Investments
Tied To Project: Franklin School
Projected Final FY of Rebate: 2028

Caradco

TIF Expenditure Amount: 104,676
Rebate Paid To: Caradco Landlord LLC
Tied To Debt: Caradco
Tied To Project: CARADCO
Projected Final FY of Rebate: 2028

Flexsteel

TIF Expenditure Amount: 155,862
Rebate Paid To: Flexsteel Industries
Tied To Debt: Flexsteel
Tied To Project: Flexsteel
Projected Final FY of Rebate: 2024

Bonson

TIF Expenditure Amount: 6,980
Rebate Paid To: JHTD Plaza LLC
Tied To Debt: Bonson Block
Tied To Project: Bonson Block
Projected Final FY of Rebate: 2028

Linseed Oil-Betty Building

TIF Expenditure Amount: 14,822
Rebate Paid To: Carmac Management
Tied To Debt: Linseed Oil
Tied To Project: Linseed Oil Paintworks Company
Building
Projected Final FY of Rebate: 2025

Rousselot

TIF Expenditure Amount: 15,714
Rebate Paid To: Rousselot
Tied To Debt: Rousselot
Tied To Project: Rousselot
Projected Final FY of Rebate: 2025

Novelty Iron Works

TIF Expenditure Amount:	229,247
Rebate Paid To:	Novelty Iron Works
Tied To Debt:	Novelty Iron Works
Tied To Project:	Novelty Ironworks
Projected Final FY of Rebate:	2031

253 Main Oberbroeckling

TIF Expenditure Amount:	1,864
Rebate Paid To:	Oberbroeckling
Tied To Debt:	253 Main St-Oberbroeckkling
Tied To Project:	253 Main St
Projected Final FY of Rebate:	2027

210 Jones

TIF Expenditure Amount:	36,225
Rebate Paid To:	210 Jones LLC
Tied To Debt:	210 Jones LLC
Tied To Project:	210 Jones LLC
Projected Final FY of Rebate:	2030

Marquette Hall

TIF Expenditure Amount:	8,537
Rebate Paid To:	Marquette Hall LLC
Tied To Debt:	Marquette Hall
Tied To Project:	Marquette Hall
Projected Final FY of Rebate:	2031

898 Jackson

TIF Expenditure Amount:	7,740
Rebate Paid To:	Three Amigos
Tied To Debt:	898 Jackson Three Amigos
Tied To Project:	Three Amigos
Projected Final FY of Rebate:	2031

Met X LLC

TIF Expenditure Amount:	133,949
Rebate Paid To:	Met X LLC
Tied To Debt:	METX, LLC - Lamar building
Tied To Project:	Metx, LLC
Projected Final FY of Rebate:	2031

Prairie Farms

TIF Expenditure Amount:	9,266
Rebate Paid To:	Prairie Farms
Tied To Debt:	Prairie Farms
Tied To Project:	Prairie Farms Dairy, Inc.
Projected Final FY of Rebate:	2031

Dupaco Community Credit Union

TIF Expenditure Amount:	126,829
Rebate Paid To:	Dupaco Community Credit Union
Tied To Debt:	Dupaco Credit Union
Tied To Project:	Dupaco Voices, LLC
Projected Final FY of Rebate:	2034

Miller Companies LLC

TIF Expenditure Amount:	67,820
Rebate Paid To:	Miller Companies LLC
Tied To Debt:	Miller Companies LLC
Tied To Project:	799 Main, LLC
Projected Final FY of Rebate:	2034

Jobs For DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL

Project:	Jeld Wen
Company Name:	Jeld-Wen, Inc.
Date Agreement Began:	08/01/2011
Date Agreement Ends:	09/01/2016
Number of Jobs Created or Retained:	0
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	150,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Flexsteel
Company Name:	Flexsteel Industries, Inc
Date Agreement Began:	04/18/2011
Date Agreement Ends:	05/02/2024
Number of Jobs Created or Retained:	97
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	9,331,662
Total Estimated Cost of Public Infrastructure:	0

Project:	WS Live
Company Name:	Interstate Building, LLLP and WS Live, LLC
Date Agreement Began:	11/03/2008
Date Agreement Ends:	06/01/2017
Number of Jobs Created or Retained:	110
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	2,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Hotel Julien
Company Name:	HJD Landlord, LLC and HJD Manager, LLC
Date Agreement Began:	04/21/2008
Date Agreement Ends:	05/01/2026
Number of Jobs Created or Retained:	86
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	30,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Cottingham and Butler
Company Name:	Cottingham & Bulter, Inc.
Date Agreement Began:	07/20/2007
Date Agreement Ends:	05/01/2019
Number of Jobs Created or Retained:	706
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	4,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Heartland Financial
Company Name:	Heartland Financial USA, Inc.

Date Agreement Began:	05/19/2003
Date Agreement Ends:	06/01/2016
Number of Jobs Created or Retained:	438
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	4,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Hartig
Company Name:	Hartig Realty IV LC
Date Agreement Began:	09/21/2006
Date Agreement Ends:	05/01/2019
Number of Jobs Created or Retained:	41
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	735,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Roshek Building
	International Business Machines
Company Name:	Corporation
Date Agreement Began:	02/13/2009
Date Agreement Ends:	05/02/2030
Number of Jobs Created or Retained:	355
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	40,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	McGraw Hill II
Company Name:	McGraw Hill
Date Agreement Began:	06/19/2006
Date Agreement Ends:	05/02/2018
Number of Jobs Created or Retained:	324
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	18,438,867
Total Estimated Cost of Public Infrastructure:	0
Project:	Morrison Brothers
Company Name:	Morrison Bros. Company
Date Agreement Began:	10/06/2008
Date Agreement Ends:	05/01/2018
Number of Jobs Created or Retained:	94
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	3,825,000
Total Estimated Cost of Public Infrastructure:	0
Project:	756 Main
Company Name:	Vicotry Cafe
Date Agreement Began:	05/19/2003
Date Agreement Ends:	05/19/2023
Number of Jobs Created or Retained:	0
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	24,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Rousselot

Company Name:	Rousselot, Inc.
Date Agreement Began:	01/22/2013
Date Agreement Ends:	05/01/2025
Number of Jobs Created or Retained:	93
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	16,300,000
Total Estimated Cost of Public Infrastructure:	0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 1 INCREM
TIF Taxing District Inc. Number:	310070
TIF Taxing District Base Year:	1966
FY TIF Revenue First Received:	1984
Subject to a Statutory end date?	No

	UR Designation
Slum	05/1967
Blighted	05/1967
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	451,257	52,920,913	0	0	0	53,372,170	0	53,372,170
Taxable	0	246,612	46,098,766	0	0	0	46,345,378	0	46,345,378
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	6,036,891	46,345,378	46,345,378	0	0

FY 2024 TIF Revenue Received: 8,394,165

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 2 INCREM
TIF Taxing District Inc. Number:	310072
TIF Taxing District Base Year:	1993
FY TIF Revenue First Received:	1995
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1998

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,830,657	26,488,868	0	0	0	31,319,525	0	31,319,525
Taxable	0	2,639,958	21,346,336	0	0	0	23,986,294	0	23,986,294
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	4,499,150	23,986,294	23,986,294	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 3 INCREM
TIF Taxing District Inc. Number:	310074
TIF Taxing District Base Year:	1996
FY TIF Revenue First Received:	1998
Subject to a Statutory end date?	No

	UR Designation
Slum	12/1989
Blighted	12/1989
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	504,400	0	0	0	504,400	0	504,400
Taxable	0	0	395,919	0	0	0	395,919	0	395,919
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	163,810	340,590	340,590	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 4 INCREM
TIF Taxing District Inc. Number:	310076
TIF Taxing District Base Year:	1997
FY TIF Revenue First Received:	1999
Subject to a Statutory end date?	No

	UR Designation
Slum	05/1998
Blighted	05/1988
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	898,320	0	0	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 7 INCREM
TIF Taxing District Inc. Number:	310083
TIF Taxing District Base Year:	1988
FY TIF Revenue First Received:	1990
Subject to a Statutory end date?	No

	UR Designation
Slum	05/1987
Blighted	05/1987
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,990,310	880	0	0	2,991,190	0	2,991,190
Taxable	0	0	2,636,680	481	0	0	2,637,161	0	2,637,161
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	443,660	2,547,530	2,547,530	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 35 INCREM
TIF Taxing District Inc. Number:	310180
TIF Taxing District Base Year:	1997
FY TIF Revenue First Received:	1999
Subject to a Statutory end date?	No

	UR Designation
Slum	05/1998
Blighted	05/1998
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	98,237,624	0	0	0	98,237,624	0	98,237,624
Taxable	0	0	88,001,506	0	0	0	88,001,506	0	88,001,506
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,566,000	88,001,506	88,001,506	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 37 INCREMENT
TIF Taxing District Inc. Number:	310186
TIF Taxing District Base Year:	2002
FY TIF Revenue First Received:	2005
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2024

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2003

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,267,230	4,340,600	0	0	7,607,830	0	7,607,830
Taxable	0	0	2,869,966	3,853,515	0	0	6,723,481	0	6,723,481
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	7,681,960	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 38 INCREMENT
TIF Taxing District Inc. Number:	310188
TIF Taxing District Base Year:	2002
FY TIF Revenue First Received:	2004
Subject to a Statutory end date?	No

UR Designation	
Slum	05/2003
Blighted	05/2003
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	6,931,506	17,062,219	0	0	0	23,993,725	0	23,993,725
Taxable	0	3,788,081	13,159,320	0	0	0	16,947,401	0	16,947,401
Homestead Credits									7

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	11,731,860	12,261,865	12,261,865	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 53 INCREMENT
TIF Taxing District Inc. Number:	310296
TIF Taxing District Base Year:	2006
FY TIF Revenue First Received:	2008
Subject to a Statutory end date?	No

	UR Designation
Slum	05/2007
Blighted	05/2007
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,050,432	0	0	0	3,050,432	0	3,050,432
Taxable	0	0	2,639,341	0	0	0	2,639,341	0	2,639,341
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	2,639,341	2,639,341	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR55 INCREMENT
TIF Taxing District Inc. Number:	310328
TIF Taxing District Base Year:	2007
FY TIF Revenue First Received:	2009
Subject to a Statutory end date?	No

	UR Designation
Slum	05/2008
Blighted	05/2008
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	11,811,961	35,002,439	856,000	0	0	47,670,400	0	47,670,400
Taxable	0	6,455,249	28,679,781	607,579	0	0	35,742,609	0	35,742,609
Homestead Credits									4

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	15,042,850	32,627,550	32,627,550	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR56 INCREMENT
TIF Taxing District Inc. Number:	310330
TIF Taxing District Base Year:	2007
FY TIF Revenue First Received:	2009
Subject to a Statutory end date?	No

	UR Designation
Slum	05/2008
Blighted	05/2008
Economic Development	05/2008

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,011,822	3,524,088	0	0	0	5,535,910	0	5,535,910
Taxable	0	1,099,463	2,966,638	0	0	0	4,066,101	0	4,066,101
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,787,500	3,748,410	3,748,410	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR57 INCREMENT
TIF Taxing District Inc. Number:	310332
TIF Taxing District Base Year:	2007
FY TIF Revenue First Received:	2009
Subject to a Statutory end date?	No

	UR Designation
Slum	05/2008
Blighted	05/2008
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,946,960	0	0	0	2,946,960	0	2,946,960
Taxable	0	0	2,131,777	0	0	0	2,131,777	0	2,131,777
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,151,700	795,260	795,260	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR58 INCREMENT
TIF Taxing District Inc. Number:	310334
TIF Taxing District Base Year:	2007
FY TIF Revenue First Received:	2011
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2029

	UR Designation
Slum	No
Blighted	No
Economic Development	07/2009

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	512,330	2,756,800	0	0	3,269,130	0	3,269,130
Taxable	0	0	355,048	2,269,020	0	0	2,624,068	0	2,624,068
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	3,005,500	263,630	263,630	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 62 INCREMENT
TIF Taxing District Inc. Number:	310354
TIF Taxing District Base Year:	2009
FY TIF Revenue First Received:	2012
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2031

	UR Designation
Slum	No
Blighted	No
Economic Development	10/2010

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	10,106,038	4,935,152	0	0	0	15,041,190	0	15,041,190
Taxable	0	5,522,957	3,002,109	0	0	0	8,525,066	0	8,525,066
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	10,477,860	4,563,330	4,563,330	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 63 INCREMENT
TIF Taxing District Inc. Number:	310356
TIF Taxing District Base Year:	2009
FY TIF Revenue First Received:	2012
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2031

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2010

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	5,608,701	1,781,590	1,084,850	0	0	8,475,141	0	8,475,141
Taxable	0	3,065,161	1,169,551	923,339	0	0	5,158,051	0	5,158,051
Homestead Credits									3

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	7,808,034	667,107	667,107	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 69 INCREMENT
TIF Taxing District Inc. Number:	310376
TIF Taxing District Base Year:	2010
FY TIF Revenue First Received:	2013
Subject to a Statutory end date?	No

UR Designation	
Slum	03/2011
Blighted	03/2011
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,145,570	311,990	0	0	-1,852	3,455,708	0	3,455,708
Taxable	0	1,719,055	178,022	0	0	-1,852	1,895,225	0	1,895,225
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	996,580	1,895,225	1,895,225	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 70 INCREMENT
TIF Taxing District Inc. Number:	310378
TIF Taxing District Base Year:	2010
FY TIF Revenue First Received:	2013
Subject to a Statutory end date?	No

	UR Designation
Slum	05/2011
Blighted	05/2011
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	12,611,100	0	0	12,611,100	0	12,611,100
Taxable	0	0	0	11,243,941	0	0	11,243,941	0	11,243,941
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	339,860	11,243,941	11,243,941	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 71 INCREMENT
TIF Taxing District Inc. Number:	310380
TIF Taxing District Base Year:	2010
FY TIF Revenue First Received:	2013
Subject to a Statutory end date?	No

	UR Designation
Slum	05/2011
Blighted	05/2011
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	75,128,171	38,181,766	606,680	0	-88,896	113,827,721	0	113,827,721
Taxable	0	41,057,681	28,884,155	439,963	0	-88,896	70,292,903	0	70,292,903
Homestead Credits									332

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	88,304,030	25,612,587	25,612,587	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 72 INCREMENT
TIF Taxing District Inc. Number:	310382
TIF Taxing District Base Year:	2010
FY TIF Revenue First Received:	2015
Subject to a Statutory end date?	No

	UR Designation
Slum	05/2011
Blighted	05/2011
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,208,090	26,123,719	9,709,700	705,130	-1,852	37,744,787	0	37,744,787
Taxable	0	660,224	21,784,275	8,420,582	634,617	-1,852	31,497,846	0	31,497,846
Homestead Credits									6

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	28,389,880	9,356,759	9,356,759	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 73 INCREMENT
TIF Taxing District Inc. Number:	310384
TIF Taxing District Base Year:	2010
FY TIF Revenue First Received:	2013
Subject to a Statutory end date?	No

	UR Designation
Slum	05/2011
Blighted	05/2011
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	2,892,410	0	0	2,892,410	0	2,892,410
Taxable	0	0	0	2,550,144	0	0	2,550,144	0	2,550,144
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	696,430	2,195,980	2,195,980	0	0

FY 2024 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 74 INCREMENT
TIF Taxing District Inc. Number:	310386
TIF Taxing District Base Year:	2010
FY TIF Revenue First Received:	2015
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2013

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	8,310,373	0	0	0	8,310,373	0	8,310,373
Taxable	0	0	7,267,236	0	0	0	7,267,236	0	7,267,236
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	11,628,500	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 91 INCREMENT
TIF Taxing District Inc. Number:	310468
TIF Taxing District Base Year:	2011
FY TIF Revenue First Received:	2014
Subject to a Statutory end date?	No

UR Designation	
Slum	10/2012
Blighted	10/2012
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	16,628,421	14,661,760	0	0	31,290,181	0	31,290,181
Taxable	0	0	13,770,820	12,612,311	0	0	26,383,131	0	26,383,131
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	35,896,030	0	0	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 93 INCREMENT
TIF Taxing District Inc. Number:	310480
TIF Taxing District Base Year:	2013
FY TIF Revenue First Received:	2015
Subject to a Statutory end date?	No

	UR Designation
Slum	06/2013
Blighted	06/2013
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	5,985,840	0	0	0	5,985,840	0	5,985,840
Taxable	0	0	5,252,191	0	0	0	5,252,191	0	5,252,191
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,333,170	4,652,670	4,652,670	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 99 INCREMENT
TIF Taxing District Inc. Number:	310494
TIF Taxing District Base Year:	2013
FY TIF Revenue First Received:	2016
Subject to a Statutory end date?	No

	UR Designation
Slum	06/2014
Blighted	06/2014
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	624,180	0	0	0	0	624,180	0	624,180
Taxable	0	341,115	0	0	0	0	341,115	0	341,115
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	274,158	341,115	341,115	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 100 INCREMENT
TIF Taxing District Inc. Number:	310496
TIF Taxing District Base Year:	2013
FY TIF Revenue First Received:	2016
Subject to a Statutory end date?	No

	UR Designation
Slum	06/2014
Blighted	06/2014
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,928,520	0	0	0	-7,408	2,921,112	0	2,921,112
Taxable	0	1,600,444	0	0	0	-7,408	1,593,036	0	1,593,036
Homestead Credits									16

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,600,623	327,897	327,897	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 112 INCREMENT
TIF Taxing District Inc. Number:	310530
TIF Taxing District Base Year:	2015
FY TIF Revenue First Received:	2018
Subject to a Statutory end date?	No

	UR Designation
Slum	11/2016
Blighted	11/2016
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	48,310,048	2,166,132	1,259,070	0	-85,192	51,650,058	0	51,650,058
Taxable	0	26,401,511	1,327,798	1,065,745	0	-85,192	28,709,862	0	28,709,862
Homestead Credits									289

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	44,166,052	7,569,198	7,569,198	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 113 INCREMENT
TIF Taxing District Inc. Number:	310532
TIF Taxing District Base Year:	2015
FY TIF Revenue First Received:	2018
Subject to a Statutory end date?	No

	UR Designation
Slum	11/2016
Blighted	11/2016
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,801,180	243,570	0	0	-1,852	2,042,898	0	2,042,898
Taxable	0	984,345	165,879	0	0	-1,852	1,148,372	0	1,148,372
Homestead Credits									6

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,997,674	47,076	47,076	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 114 INCREMENT
TIF Taxing District Inc. Number:	310534
TIF Taxing District Base Year:	2015
FY TIF Revenue First Received:	2018
Subject to a Statutory end date?	No

	UR Designation
Slum	11/2016
Blighted	11/2016
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	6,891,320	770,890	0	0	-3,704	7,658,506	0	7,658,506
Taxable	0	3,766,113	519,077	0	0	-3,704	4,281,486	0	4,281,486
Homestead Credits									34

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	6,271,611	1,390,599	1,390,599	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 116 INCREMENT
TIF Taxing District Inc. Number:	310544
TIF Taxing District Base Year:	2016
FY TIF Revenue First Received:	2019
Subject to a Statutory end date?	No

	UR Designation
Slum	03/2017
Blighted	03/2017
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	245,820	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 121 INCREMENT
TIF Taxing District Inc. Number:	310568
TIF Taxing District Base Year:	2016
FY TIF Revenue First Received:	2019
Subject to a Statutory end date?	No

	UR Designation
Slum	06/2017
Blighted	06/2017
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	13,708,150	82,400	0	0	-16,668	13,773,882	0	13,773,882
Taxable	0	7,491,511	45,032	0	0	-16,668	7,519,875	0	7,519,875
Homestead Credits									77

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	11,039,443	2,751,107	2,751,107	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 141 INCREMENT
 TIF Taxing District Inc. Number: 310636
 TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2041

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2020

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	73,160	0	0	0	73,160	0	73,160
Taxable	0	0	39,982	0	0	0	39,982	0	39,982
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	73,160	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 145 INCREMENT
 TIF Taxing District Inc. Number: 310644
 TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? No

UR Designation	
Slum	05/2020
Blighted	05/2020
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 157 ROOSEVELT STREET INCREMENT
TIF Taxing District Inc. Number:	310684
TIF Taxing District Base Year:	2021
FY TIF Revenue First Received:	2024
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2041

	UR Designation
Slum	No
Blighted	No
Economic Development	02/2022

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	322,390	3,011,530	0	0	3,333,920	0	3,333,920
Taxable	0	0	237,126	2,657,354	0	0	2,894,480	0	2,894,480
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	3,333,920	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY LAKE RIDGE URBAN RENEWAL
 UR Area Number: 31046

UR Area Creation Date: 08/2011

UR Area Purpose: To Support the development of affordable, assisted senior living within the District through public actions such as the improvement of public infrastructure, use of tax increment financing and other financial incentives.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 76 INCREMENT	310389	310390	257,919

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,422,610	0	0	0	3,422,610	0	3,422,610
Taxable	0	0	2,974,299	0	0	0	2,974,299	0	2,974,299
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 12,471 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 7,130
 TIF Sp. Revenue Fund Interest: 303
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 7,433

Rebate Expenditures: 19,360
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 19,360

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 544 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For DUBUQUE CITY LAKE RIDGE URBAN RENEWAL

Rose of Dubuque

Description:	Rebate agreement with the Rose of Dubuque, L.P.
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For DUBUQUE CITY LAKE RIDGE URBAN RENEWAL

The Rose Rebate

Debt/Obligation Type:	Rebates
Principal:	6,586
Interest:	0
Total:	6,586
Annual Appropriation?:	Yes
Date Incurred:	06/01/2013
FY of Last Payment:	2024

Rebates For DUBUQUE CITY LAKE RIDGE URBAN RENEWAL

The Rose of Dubuque

TIF Expenditure Amount:	19,360
Rebate Paid To:	The Rose of Dubuque
Tied To Debt:	The Rose Rebate
Tied To Project:	Rose of Dubuque
Projected Final FY of Rebate:	2024

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY LAKE RIDGE URBAN RENEWAL (31046)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 76 INCREMENT
 TIF Taxing District Inc. Number: 310390
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	08/2011

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,422,610	0	0	0	3,422,610	0	3,422,610
Taxable	0	0	2,974,299	0	0	0	2,974,299	0	2,974,299
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	335,000	2,974,299	257,919	2,716,380	77,745

FY 2024 TIF Revenue Received: 7,130

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Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL
 UR Area Number: 31047

UR Area Creation Date: 12/2014

UR Area Purpose: The primary objective for the North Cascade Road Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by Iowa Code Section 403.17(12).

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 103 INCREMENT	310501	310502	11,230,862
DUBUQUE CITY AG/DBQ COMM SCH/UR 103 INCREMENT	310503	310504	0
TABLE MOUND TWP/DBQ COMM SCH/UR 103 INCREMENT	310505	310506	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	97,583,810	0	0	0	-9,260	97,574,550	0	97,574,550
Taxable	0	53,329,635	0	0	0	-9,260	53,320,375	0	53,320,375
Homestead Credits									115

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: **1,028,938** **1,028,938** **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 321,434
 TIF Sp. Revenue Fund Interest: 28,205
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 349,639

Rebate Expenditures: 0
 Non-Rebate Expenditures: 427,341
 Returned to County Treasurer: 0
Total Expenditures: 427,341

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: **951,236** **951,236** **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL

Stormwater and Fiber Conduit

Description:	Developer Improvements to Timber Hyrst Subdivision
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	Yes

LMI

Description:	Acquisition and Resale of properties for low and moderate income eligible participants
Classification:	Low and Moderate Income Housing
Physically Complete:	No
Payments Complete:	No

Enhanced Neighborhood Park

Description:	Playground Equipment for TimberHyrst Subdivision Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

TimberHyrst

Description:	Rebate associated with residential housing Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	Yes

Sanitary Extension

Description:	Extension of Sanitary to subdivision
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

English Ridge Pump Station

Description:	Purchase/Extension of water services
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Central Iowa Water Assoc-CIWA

Description:	Purchase/Extension of water services
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

North Cascade Road Reconstruction

Description:	Reconstruction of road
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Old Mill Lift Station and Force Main Project

Description:	Construction of water infrastructure to serve the area
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL

Outstanding LMI Housing Obligations

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	1,848,266
Interest:	0
Total:	1,848,266
Annual Appropriation?:	Yes
Date Incurred:	04/01/2015
FY of Last Payment:	2045

North Cascade Road Reconstruction

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/02/2021
FY of Last Payment:	2045

CIWA/English Pump

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/01/2018
FY of Last Payment:	2022

Non-Rebates For DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL

TIF Expenditure Amount:	427,341
Tied To Debt:	Outstanding LMI Housing Obligations
Tied To Project:	LMI
TIF Expenditure Amount:	0
Tied To Debt:	North Cascade Road Reconstruction
Tied To Project:	Central Iowa Water Assoc-CIWA

Income Housing For DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL

Amount of FY 2024 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	427,341
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	426,524
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	816

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL (31047)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 103 INCREMENT
 TIF Taxing District Inc. Number: 310502
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2014

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	97,583,810	0	0	0	-9,260	97,574,550	0	97,574,550
Taxable	0	53,329,635	0	0	0	-9,260	53,320,375	0	53,320,375
Homestead Credits									115

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	15,837,960	53,320,375	11,230,862	42,089,513	1,204,640

FY 2024 TIF Revenue Received: 321,434

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL (31047)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 103 INCREMENT
 TIF Taxing District Inc. Number: 310504
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2015

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	313,628	0	0	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL (31047)
 TIF Taxing District Name: TABLE MOUND TWP/DBQ COMM SCH/UR 103 INCREMENT
 TIF Taxing District Inc. Number: 310506
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2014

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,232,917	0	0	0	0

FY 2024 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL
 UR Area Number: 31048

UR Area Creation Date: 11/2015

UR Area Purpose: The primary objective for the English Ridge Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by Iowa Code Section 403.17(12).

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 106 INCREMENT	310513	310514	21,521,362
DUBUQUE CITY AG/DBQ COMM SCH/UR 106 INCREMENT	310515	310516	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	48,374	39,389,770	15,210	0	0	-16,668	39,436,686	0	39,436,686
Taxable	44,332	21,526,566	11,464	0	0	-16,668	21,565,694	0	21,565,694
Homestead Credits									103

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:	1,254,244	523,721	Amount of 07-01-2023 Cash Balance Restricted for LMI
TIF Revenue:	616,076		
TIF Sp. Revenue Fund Interest:	49,247		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	665,323		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	1,161,121		
Returned to County Treasurer:	0		
Total Expenditures:	1,161,121		

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	758,446	758,446	Amount of 06-30-2024 Cash Balance Restricted for LMI
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Projects For DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL

English Mill Park

Description:	Playground Equipment for English Mill Subdivision
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Fiber Conduit & Vaults

Description:	Run Fiber Conduit and Vaults
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Westside Water Improv

Description:	Improvements to water system
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

LMI

Description:	LMI Projects
Classification:	Low and Moderate Income Housing
Physically Complete:	No
Payments Complete:	No

Central Iowa Water Assoc-CIWA

Description:	Purchase of Water System to extend Water Services
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

English Ridge Improvements

Description:	Improvements to English Ridge Water System
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

English Ridge Pump Station

Description:	Improvements to English Ridge Pump Station
Classification:	Water treatment plants, waste treatment plants & lagoons

Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL

LMI Obligation

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	493,171
Interest:	0
Total:	493,171
Annual Appropriation?:	Yes
Date Incurred:	07/01/2017
FY of Last Payment:	2027

CIWA

Debt/Obligation Type:	Other Debt
Principal:	896,810
Interest:	0
Total:	896,810
Annual Appropriation?:	Yes
Date Incurred:	12/22/2016
FY of Last Payment:	2026

Non-Rebates For DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	LMI Obligation
Tied To Project:	LMI
TIF Expenditure Amount:	1,161,121
Tied To Debt:	CIWA
Tied To Project:	Central Iowa Water Assoc-CIWA

Rebates For DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL

English Ridge LLC

TIF Expenditure Amount:	0
Rebate Paid To:	English Ridge LLC
Tied To Debt:	LMI Obligation
Tied To Project:	Fiber Conduit & Vaults
Projected Final FY of Rebate:	2025

Income Housing For DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL

Amount of FY 2024 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
Urban Renewal Area: DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL (31048)
TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 106 INCREMENT
TIF Taxing District Inc. Number: 310514
TIF Taxing District Base Year: 2014
FY TIF Revenue First Received: 2018
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2028

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2015

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	39,389,770	15,210	0	0	-16,668	39,388,312	0	39,388,312
Taxable	0	21,526,566	11,464	0	0	-16,668	21,521,362	0	21,521,362
Homestead Credits									103

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	15,001,975	21,521,362	21,521,362	0	0

FY 2024 TIF Revenue Received: 616,076

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
Urban Renewal Area: DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL (31048)
TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 106 INCREMENT
TIF Taxing District Inc. Number: 310516
TIF Taxing District Base Year: 2014
FY TIF Revenue First Received: 2016
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2015

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	48,374	0	0	0	0	0	48,374	0	48,374
Taxable	44,332	0	0	0	0	0	44,332	0	44,332
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	76,623	0	0	0	0

FY 2024 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING
 UR Area Number: 31050

UR Area Creation Date: 04/2017

The primary objective for the South Pointe Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by Iowa Code Section 403.17(12).

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 117 INCREMENT	310545	310546	9,347,505
DUBUQUE CITY AG/DBQ COMM SCH/UR 117 INCREMENT	310547	310548	0
DUBUQUE TWP/DBQ COMM SCH/UR 117 INCREMENT	310549	310550	0
TABLE MOUND TWP/DBQ COMM SCH/UR 117 INCREMENT	310551	310552	0
VERNON TWP/DBQ COMM SCH/UR 117 INCREMENT	310553	310554	17,380
DUBUQUE CITY/DBQ COMM SCH/UR 120 INCREMENT	310563	310564	3,786
DUBUQUE CITY AG/DBQ COMM SCH/UR 120 INCREMENT	310565	310566	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	48,022	17,080,085	185,917	0	0	-3,704	17,310,320	0	17,310,320
Taxable	44,009	9,334,286	121,191	0	0	-3,704	9,495,782	0	9,495,782
Homestead Credits									33

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: **280,864** **218,585** **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 267,983
 TIF Sp. Revenue Fund Interest: 4,745
 Property Tax Replacement Claims: 252
 Asset Sales & Loan Repayments: 0
Total Revenue: 272,980

Rebate Expenditures: 24,435
 Non-Rebate Expenditures: 208,723
 Returned to County Treasurer: 0
Total Expenditures: 233,158

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: **320,686** **320,686** **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For DUBUQUE CITY SOUTH POINTE HOUSING

CIWA Purchase/Improvements

Description:	Water System Purchase/Improve
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

South Pointe Admin Expense

Description:	Legal Expense, etc.
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Developer Subdivision Improvements

Description:	Developer Fiber Conduits and Vaults
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For DUBUQUE CITY SOUTH POINTE HOUSING

Internal Legal Expense

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/05/2017
FY of Last Payment:	2030

CIWA Purchase/Improvements

Debt/Obligation Type:	Other Debt
Principal:	366,218
Interest:	0
Total:	366,218
Annual Appropriation?:	Yes
Date Incurred:	06/05/2017
FY of Last Payment:	2030

LMI TBD

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	320,686
Interest:	0
Total:	320,686
Annual Appropriation?:	Yes
Date Incurred:	06/05/2017
FY of Last Payment:	2030

Developer Improvements

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	47,546
Interest:	0
Total:	47,546
Annual Appropriation?:	Yes
Date Incurred:	06/05/2017
FY of Last Payment:	2030

Non-Rebates For DUBUQUE CITY SOUTH POINTE HOUSING

TIF Expenditure Amount:	208,723
Tied To Debt:	CIWA Purchase/Improvements
Tied To Project:	CIWA Purchase/Improvements

Rebates For DUBUQUE CITY SOUTH POINTE HOUSING

South Pointe Developer

TIF Expenditure Amount:	24,435
Rebate Paid To:	Dubuque South Pointe
Tied To Debt:	Developer Improvements
Tied To Project:	Developer Subdivision Improvements
Projected Final FY of Rebate:	2030

Income Housing For DUBUQUE CITY SOUTH POINTE HOUSING

Amount of FY 2024 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 117 INCREMENT
 TIF Taxing District Inc. Number: 310546
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	17,058,250	52,800	0	0	-3,704	17,107,346	0	17,107,346
Taxable	0	9,322,354	28,855	0	0	-3,704	9,347,505	0	9,347,505
Homestead Credits									32

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	940,730	9,347,505	9,347,505	0	0

FY 2024 TIF Revenue Received: 267,983

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 117 INCREMENT
 TIF Taxing District Inc. Number: 310548
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	47,909	0	0	0	0	0	47,909	0	47,909
Taxable	43,905	0	0	0	0	0	43,905	0	43,905
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	146,529	0	0	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: DUBUQUE TWP/DBQ COMM SCH/UR 117 INCREMENT
 TIF Taxing District Inc. Number: 310550
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: TABLE MOUND TWP/DBQ COMM SCH/UR 117 INCREMENT
 TIF Taxing District Inc. Number: 310552
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: VERNON TWP/DBQ COMM SCH/UR 117 INCREMENT
 TIF Taxing District Inc. Number: 310554
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2020

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	121,410	0	0	0	121,410	0	121,410
Taxable	0	0	83,377	0	0	0	83,377	0	83,377
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	104,030	17,380	17,380	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 120 INCREMENT
 TIF Taxing District Inc. Number: 310564
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	21,835	11,707	0	0	0	33,542	0	33,542
Taxable	0	11,932	8,959	0	0	0	20,891	0	20,891
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	29,756	3,786	3,786	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 120 INCREMENT
 TIF Taxing District Inc. Number: 310566
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

	UR Designation
Slum	No
Blighted	No
Economic Development	03/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	113	0	0	0	0	0	113	0	113
Taxable	104	0	0	0	0	0	104	0	104
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	180	0	0	0	0

FY 2024 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL
 UR Area Number: 31051

UR Area Creation Date: 02/2017

UR Area Purpose: The primary objective for the Derby Grange Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by Iowa Code Section 403.17(12).

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 118 INCREMENT	310555	310556	0
DUBUQUE TWP/DBQ COMM SCH/UR 118 INCREMENT	310557	310558	956,721
DUBUQUE CITY AG/DBQ COMM SCH/UR 118 INCREMENT	310583	310584	0
DUBUQUE CITY/DBQ COMM SCH/UR 127 INCREMENT	310589	310590	3,564,659
DUBUQUE CITY AG/DBQ COMM SCH/UR 127 INCREMENT	310591	310592	0
DUBUQUE CITY/DBQ COMM SCH/UR 152 DERBY GRANGE (DUE6)	310667	310668	2,916,571
DUBUQUE CITY AG/DBQ COMM SCH UR 152 DERBY GRANGE (DUE6A)	310669	310670	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	13,630,465	0	0	0	-11,112	13,619,353	0	13,619,353
Taxable	0	7,449,063	0	0	0	-11,112	7,437,951	0	7,437,951
Homestead Credits									30

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 117,361 68,744 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 179,031
 TIF Sp. Revenue Fund Interest: 4,496
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 183,527

Rebate Expenditures: 22,993
 Non-Rebate Expenditures: 140,940
 Returned to County Treasurer: 0
Total Expenditures: 163,933

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 136,955 136,955 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL

Timberhyrst Water Main

Description:	Water Main for Derby
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Internal Expense

Description:	Legal Expenses
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Developer Improvements

Description:	Fiber Conduit and VAults
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL

Internal Legal Expense

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2017
FY of Last Payment:	2030

LMI Project TBD

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	136,955
Interest:	0
Total:	136,955
Annual Appropriation?:	Yes
Date Incurred:	07/01/2018
FY of Last Payment:	2045

Series 2014B Timber Ridge Water

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	577,262
Interest:	0
Total:	577,262
Annual Appropriation?:	Yes
Date Incurred:	01/24/2017
FY of Last Payment:	2034

Internal Water Main

Debt/Obligation Type:	Internal Loans
Principal:	374,562
Interest:	0
Total:	374,562
Annual Appropriation?:	Yes
Date Incurred:	07/01/2016
FY of Last Payment:	2030

Developer Improvements

Debt/Obligation Type:	Internal Loans
Principal:	69,718
Interest:	0

Total:	69,718
Annual Appropriation?:	No
Date Incurred:	06/01/2019
FY of Last Payment:	2030

Non-Rebates For DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL

TIF Expenditure Amount:	140,940
Tied To Debt:	Internal Water Main
Tied To Project:	Timberhyrst Water Main

Rebates For DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL

Derby Grange LLC

TIF Expenditure Amount:	22,993
Rebate Paid To:	Derby Grange LLC
Tied To Debt:	Developer Improvements
Tied To Project:	Developer Improvements
Projected Final FY of Rebate:	2030

Income Housing For DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL

Amount of FY 2024 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

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TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)	
Urban Renewal Area:	DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)	
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 118 INCREMENT	
TIF Taxing District Inc. Number:	310556	
TIF Taxing District Base Year:	2017	
FY TIF Revenue First Received:	2020	
Subject to a Statutory end date?	Yes	
Fiscal year this TIF Taxing District statutorily ends:	2030	
		UR Designation
		Slum No
		Blighted No
		Economic Development 04/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 179,031

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)	
Urban Renewal Area:	DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)	
TIF Taxing District Name:	DUBUQUE TWP/DBQ COMM SCH/UR 118 INCREMENT	
TIF Taxing District Inc. Number:	310558	
TIF Taxing District Base Year:	2017	
FY TIF Revenue First Received:	2020	
Subject to a Statutory end date?	Yes	
Fiscal year this TIF Taxing District statutorily ends:	2030	
		UR Designation
		Slum No
		Blighted No
		Economic Development 04/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,750,620	0	0	0	0	1,750,620	0	1,750,620
Taxable	0	956,721	0	0	0	0	956,721	0	956,721
Homestead Credits									3

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	42,656	956,721	956,721	0	0

FY 2024 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 118 INCREMENT
 TIF Taxing District Inc. Number: 310584
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 127 INCREMENT
 TIF Taxing District Inc. Number: 310590
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	6,533,895	0	0	0	-6,114	6,527,781	0	6,527,781
Taxable	0	3,570,773	0	0	0	-6,114	3,564,659	0	3,564,659
Homestead Credits									27

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	95,454	3,564,659	3,564,659	0	0

FY 2024 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)	
Urban Renewal Area:	DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)	
TIF Taxing District Name:	DUBUQUE CITY AG/DBQ COMM SCH/UR 127 INCREMENT	
TIF Taxing District Inc. Number:	310592	
TIF Taxing District Base Year:	2017	
FY TIF Revenue First Received:	2020	
Subject to a Statutory end date?	Yes	
Fiscal year this TIF Taxing District statutorily ends:	2030	
		UR Designation
		Slum No
		Blighted No
		Economic Development 04/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)	
Urban Renewal Area:	DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)	
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 152 DERBY GRANGE (DUE6)	
TIF Taxing District Inc. Number:	310668	
TIF Taxing District Base Year:	2017	
FY TIF Revenue First Received:	2020	
Subject to a Statutory end date?	Yes	
Fiscal year this TIF Taxing District statutorily ends:	2030	
		UR Designation
		Slum No
		Blighted No
		Economic Development 04/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	5,345,950	0	0	0	-4,998	5,340,952	0	5,340,952
Taxable	0	2,921,569	0	0	0	-4,998	2,916,571	0	2,916,571
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	78,098	2,916,571	2,916,571	0	0

FY 2024 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH UR 152 DERBY GRANGE (DUE6A)
 TIF Taxing District Inc. Number: 310670
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
Urban Renewal Area: DUBUQUE - PERU ROAD (FLEXSTEEL)
UR Area Number: 31054

UR Area Creation Date: 12/2017

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR132 INCREMENT	310601	310602	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:	0	0	Amount of 07-01-2023 Cash Balance Restricted for LMI
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TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	0	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
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▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

This URA is not in effect and has been repealed.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE - PERU ROAD (FLEXSTEEL) (31054)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR132 INCREMENT
 TIF Taxing District Inc. Number: 310602
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: SKY BLUE HOUSING URBAN RENEWAL
 UR Area Number: 31057

UR Area Creation Date: 08/2019

UR Area Purpose: The primary objective for the Sky Blue Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by Iowa Code Section 403.17(12).

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DUBUQUE SCH/UR 140 INCREMENT	310633	310634	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 0 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 0 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For SKY BLUE HOUSING URBAN RENEWAL

Public Improvements

Description:	Fiber conduit, water tower, street extension and repair, public park
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: SKY BLUE HOUSING URBAN RENEWAL (31057)
 TIF Taxing District Name: DUBUQUE CITY/DUBUQUE SCH/UR 140 INCREMENT
 TIF Taxing District Inc. Number: 310634
 TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2031

UR Designation	
Slum	No
Blighted	No
Economic Development	08/2019

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: RADFORD ROAD ECONOMIC DEVELOPMENT
 UR Area Number: 31058

UR Area Creation Date: 09/2020

UR Area Purpose: The primary objective for the Radford Road Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new low-income and mixed-housing and residential development.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 144 INCREMENT	310641	310642	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 0 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 0 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For RADFORD ROAD ECONOMIC DEVELOPMENT

Gardens of Dubuque

Description:	rebates associated with housing creation
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For RADFORD ROAD ECONOMIC DEVELOPMENT

Gardens of Dubuque LLC

Debt/Obligation Type:	Rebates
Principal:	518,931
Interest:	0
Total:	518,931
Annual Appropriation?:	Yes
Date Incurred:	09/28/2020
FY of Last Payment:	2038

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: RADFORD ROAD ECONOMIC DEVELOPMENT (31058)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 144 INCREMENT
 TIF Taxing District Inc. Number: 310642
 TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received: 2024
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2044

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2020

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: NORTH GRANDVIEW ESTATES HOUSING URBAN RENEWAL
 UR Area Number: 31060

UR Area Creation Date: 02/2021

UR Area Purpose: The primary objective for the North Grandview Estates Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by Iowa Code Section 403.17(12).

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 160 NORTH GRANDVIEW ESTATES INCREMENT	310689	310690	346,990

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,872,110	0	0	0	-3,704	1,868,406	0	1,868,406
Taxable	0	1,023,114	0	0	0	-3,704	1,019,410	0	1,019,410
Homestead Credits									6

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: -14,736 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue:	9,933
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	9,933

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: -4,803 3,785 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For NORTH GRANDVIEW ESTATES HOUSING URBAN RENEWAL

Public Improvements

Description:	Fiber conduit, retaining wall, curb underdrain
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

Public Improvements

Description:	multipurpose trail construction
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For NORTH GRANDVIEW ESTATES HOUSING URBAN RENEWAL

Developer Improvements

Debt/Obligation Type:	Rebates
Principal:	58,944
Interest:	0
Total:	58,944
Annual Appropriation?:	Yes
Date Incurred:	07/01/2021
FY of Last Payment:	2032

Income Housing For NORTH GRANDVIEW ESTATES HOUSING URBAN RENEWAL

Amount of FY 2024 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	NORTH GRANDVIEW ESTATES HOUSING URBAN RENEWAL (31060)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 160 NORTH GRANDVIEW ESTATES
INCREMENT	
TIF Taxing District Inc. Number:	310690
TIF Taxing District Base Year:	2021
FY TIF Revenue First Received:	2024
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2034

	UR Designation
Slum	No
Blighted	No
Economic Development	02/2021

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,872,110	0	0	0	-3,704	1,868,406	0	1,868,406
Taxable	0	1,023,114	0	0	0	-3,704	1,019,410	0	1,019,410
Homestead Credits									6

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,525,120	346,990	346,990	0	0

FY 2024 TIF Revenue Received: 9,933

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE:	Fiscal Year 2024 State of Iowa Annual Financial Report
SUMMARY:	City Manager recommending approval to file the Fiscal Year 2024 State of Iowa Annual Financial Report with the State of Iowa Auditor.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo FY24 AFR_MVM Memo_2024_11_13
2. FY24 AFR_Staff Memo_2024_11_13
3. FY24 AFR PUBLICATION
4. FY24 AFR SIGNATURE PAGE
5. FY24 AFR

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Fiscal Year 2024 State of Iowa Annual Financial Report
DATE: November 13, 2024

Chief Financial Officer Jennifer Larson is recommending approval to file the Fiscal Year 2024 State of Iowa Annual Financial Report with the State of Iowa Auditor.

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



Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager

TO: Michael C. Van Milligen, City Manager
FROM: Jennifer Larson, Chief Financial Officer
SUBJECT: Fiscal Year 2024 State of Iowa Annual Financial Report
DATE: November 13, 2024

INTRODUCTION

The purpose of this memorandum is to submit the Fiscal Year 2024 State of Iowa Annual Financial Report.

BACKGROUND

The Annual Financial Report must be filed with State of Iowa Auditor pursuant to the Code of Iowa Section 384.22 by December 1, 2024.

DISCUSSION

The Annual Financial Report is prepared on a cash basis consistent with the annual budget. The City is required to publish the first page of this report before filing the report with the State Auditor's Office. The Dubuque Telegraph Herald will publish this report after City Council approval.

There is no statutory requirement for the City Council to approve the Annual Financial Report or pass a resolution prior to publication and filing. However, when possible, City Council review and approval of the official document is recommended.

REQUEST

I respectfully recommend approval to publish and file the Fiscal Year 2024 State of Iowa Annual Financial Report with the State of Iowa Auditor.

JML

STATE OF IOWA 2024 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2024 CITY OF DUBUQUE, IOWA DUE: December 1, 2024		16203100700000		
		CITY OF DUBUQUE		
		50 W 13th Street		
		DUBUQUE IA 52001-4864		
		POPULATION: 59667		
NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.				
ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	27003825		27,003,825	25,929,410
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	27,003,825		27,003,825	25,929,410
Delinquent Property Taxes	2,223		2,223	0
TIF Revenues	12,922,131		12,922,131	12,193,208
Other City Taxes	21,571,552	0	21,571,552	23,073,236
Licenses and Permits	2,286,353	1,787,045	4,073,398	2,355,200
Use of Money and Property	18,777,557	1,522,656	20,300,213	18,106,584
Intergovernmental	35,018,880	2,444,569	37,463,449	83,263,054
Charges for Fees and Service	5,085,942	44,394,824	49,480,766	53,878,113
Special Assessments	130,439	0	130,439	115,000
Miscellaneous	9,003,721	4,184,725	13,188,446	13,600,421
Other Financing Sources, Including Transfers in	32,340,025	13,371,721	45,711,746	125,125,309
Total Revenues and Other Sources	164,142,648	67,705,540	231,848,188	357,639,535
Expenditures and Other Financing Uses				
Public Safety	36,089,592		36,089,592	38,911,675
Public Works	15,872,999		15,872,999	19,765,918
Health and Social Services	1,041,566		1,041,566	910,159
Culture and Recreation	16,300,789		16,300,789	20,144,121
Community and Economic Development	18,271,559		18,271,559	20,045,918
General Government	15,533,614		15,533,614	17,071,028
Debt Service	10,453,022		10,453,022	13,007,373
Capital Projects	31,630,333		31,630,333	148,715,950
Total Governmental Activities Expenditures	145,193,474	0	145,193,474	278,572,142
Business type activities		53,063,529	53,063,529	115,143,326
Total All Expenditures	145,193,474	53,063,529	198,257,003	393,715,468
Other Financing Uses, Including Transfers Out	25,680,046	11,387,140	37,067,186	73,373,173
Total All Expenditures/and Other Financing Uses	170,873,520	64,450,669	235,324,189	467,088,641
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	-6,730,872	3,254,871	-3,476,001	-109,449,106
Beginning Fund Balance July 1, 2023	124,819,188	31,117,834	155,937,022	252,186,179
Ending Fund Balance June 30, 2024	118,088,316	34,372,705	152,461,021	142,737,073
NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:				
Non-budgeted Internal Service Funds 7,886,653		Pension Trust Funds		
Private Purpose Trust Funds		Agency Funds 18,972,733		
Indebtedness at June 30, 2024	Amount	Indebtedness at June 30, 2024		Amount
General Obligation Debt	87,779,065	Other Long-Term Debt		400,000
Revenue Debt	111,866,982	Short-Term Debt		0
TIF Revenue Debt	16,350,000			
		General Obligation Debt Limit		262,722,395

STATE OF IOWA 2024 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2024 CITY OF DUBUQUE, IOWA DUE: December 1, 2024	
	16203100700000
	CITY OF DUBUQUE
	50 W 13th Street
	DUBUQUE IA 52001-4864
	POPULATION: 59667

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	27,003,825		27,003,825	25,929,410
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	27,003,825		27,003,825	25,929,410
Delinquent Property Taxes	2,223		2,223	0
TIF Revenues	12,922,131		12,922,131	12,193,208
Other City Taxes	21,571,552	0	21,571,552	23,073,236
Licenses and Permits	2,286,353	1,787,045	4,073,398	2,355,200
Use of Money and Property	18,777,557	1,522,656	20,300,213	18,106,584
Intergovernmental	35,018,880	2,444,569	37,463,449	83,263,054
Charges for Fees and Service	5,085,942	44,394,824	49,480,766	53,878,113
Special Assessments	130,439	0	130,439	115,000
Miscellaneous	9,003,721	4,184,725	13,188,446	13,600,421
Other Financing Sources	32,340,025	13,371,721	45,711,746	51,752,136
Transfers In	24,937,391	12,129,795	37,067,186	73,373,173
Total Revenues and Other Sources	164,142,648	67,705,540	231,848,188	357,639,535
Expenditures and Other Financing Uses				
Public Safety	36,089,592		36,089,592	38,911,675
Public Works	15,872,999		15,872,999	19,765,918
Health and Social Services	1,041,566		1,041,566	910,159
Culture and Recreation	16,300,789		16,300,789	20,144,121
Community and Economic Development	18,271,559		18,271,559	20,045,918
General Government	15,533,614		15,533,614	17,071,028
Debt Service	10,453,022		10,453,022	13,007,373
Capital Projects	31,630,333		31,630,333	148,715,950
Total Governmental Activities Expenditures	145,193,474	0	145,193,474	278,572,142
BUSINESS TYPE ACTIVITIES		53,063,529	53,063,529	115,143,326
Total All Expenditures	145,193,474	53,063,529	198,257,003	393,715,468
Other Financing Uses	25,680,046	11,387,140	37,067,186	
Transfers Out	25,680,046	11,387,140	37,067,186	73,373,173
Total All Expenditures/and Other Financing Uses	170,873,520	64,450,669	235,324,189	467,088,641
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	-6,730,872	3,254,871	-3,476,001	-109,449,106
Beginning Fund Balance July 1, 2023	124,819,188	31,117,834	155,937,022	252,186,179
Ending Fund Balance June 30, 2024	118,088,316	34,372,705	152,461,021	142,737,073

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds 7,886,653	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds 18,972,733

Indebtedness at June 30, 2024	Amount	Indebtedness at June 30, 2024	Amount
General Obligation Debt	87,779,065	Other Long-Term Debt	400,000
Revenue Debt	111,866,982	Short-Term Debt	0
TIF Revenue Debt	16,350,000		
		General Obligation Debt Limit	262,722,395

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

	Publication 11/20/2024
Signature of Preparer	
Printed name of Preparer Jennifer Larson	Phone Number 563-589-4322
	Date Signed
Signature of Mayor or Mayor Pro Tem (Name and Title)	

PLEASE PUBLISH THIS PAGE ONLY

STATE OF IOWA 2024 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2024 CITY OF DUBUQUE, IOWA DUE: December 1, 2024	
	16203100700000
	CITY OF DUBUQUE
	50 W 13th Street
	DUBUQUE IA 52001-4864
	POPULATION: 59667

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	27,003,825		27,003,825	25,929,410
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	27,003,825		27,003,825	25,929,410
Delinquent Property Taxes	2,223		2,223	0
TIF Revenues	12,922,131		12,922,131	12,193,208
Other City Taxes	21,571,552	0	21,571,552	23,073,236
Licenses and Permits	2,286,353	1,787,045	4,073,398	2,355,200
Use of Money and Property	18,777,557	1,522,656	20,300,213	18,106,584
Intergovernmental	35,018,880	2,444,569	37,463,449	83,263,054
Charges for Fees and Service	5,085,942	44,394,824	49,480,766	53,878,113
Special Assessments	130,439	0	130,439	115,000
Miscellaneous	9,003,721	4,184,725	13,188,446	13,600,421
Other Financing Sources	32,340,025	13,371,721	45,711,746	51,752,136
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Capital Projects	31,630,333		31,630,333	148,715,950
Total Governmental Activities Expenditures	145,193,474	0	145,193,474	278,572,142
BUSINESS TYPE ACTIVITIES		53,063,529	53,063,529	115,143,326
Total All Expenditures	145,193,474	53,063,529	198,257,003	393,715,468
Other Financing Uses	25,680,046	11,387,140	37,067,186	
Transfers Out	25,680,046	11,387,140	37,067,186	73,373,173
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Ending Fund Balance June 30, 2024	118,088,316	34,372,705	152,461,021	142,737,073

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Private Purpose Trust Funds	Agency Funds 18,972,733

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Revenue Debt	111,866,982	Short-Term Debt	0
TIF Revenue Debt	16,350,000		
		General Obligation Debt Limit	262,722,395

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

	Publication 11/20/2024
Signature of Preparer	
Printed name of Preparer Jennifer Larson	Phone Number 563-589-4322
	Date Signed

REVENUE P2

CITY OF DUBUQUE
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2024

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section A - Taxes	1								1
Taxes levied on property	2	24,189,670	2,504,562	309,593			27,003,825		2
Less: Uncollected Property Taxes - Levy Year	3						0		3
Net Current Property Taxes	4	24,189,670	2,504,562	309,593	0	0	27,003,825		4
Delinquent Property Taxes	5	1,997	205	21			2,223		5
Total Property Tax	6	24,191,667	2,504,767	309,614	0	0	27,006,048		6
TIF Revenues	7		12,922,131				12,922,131		7
Other City Taxes									
Utility Tax Replacement Excise Taxes	8						0		8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	5,224,375	453,698				5,678,073		9
Parimutuel Wager Tax	10						0		10
Gaming Wager Tax	11	591,179					591,179		11
Mobile Home Tax	12	54,770	5,612	585			60,967		12
Hotel / Motel Tax	13	3,045,661					3,045,661		13
Other Local Option Taxes	14	6,097,836			6,097,836		12,195,672		14
Total Other City Taxes	15	15,013,821	459,310	585	6,097,836	0	21,571,552	0	15
Section B - Licenses and Permits	16	2,223,877			62,476		2,286,353	1,787,045	16
Section C - Use of Money and Property	17								17
Interest	18	1,869,225	596,473	739,701	1,308,793	7,090	4,680,880	1,248,788	18
Rents and Royalties	19	5,959,229			27,571		5,986,800	273,868	19
Other Miscellaneous Use of Money and Property	20						0	0	20
Gaming Leases	21	8,109,877					8,109,877		21
Total Use of Money and Property	22	15,938,331	596,473	739,701	1,336,364	7,090	18,777,557	1,522,656	22
Section D - Intergovernmental	24								24
Federal Grants and Reimbursements	26								26
Federal Grants	27	1,959,643			2,423,179		4,382,822	2,008,128	27
Community Development Block Grants	28		1,772,189				1,772,189		28
Housing and Urban Development	29		9,304,555				9,304,555		29
Public Assistance Grants	30						0		30
Payment in Lieu of Taxes	31						0		31
	32						0		32
Total Federal Grants and Reimbursements	33	1,959,643	11,076,744	0	2,423,179	0	15,459,566	2,008,128	33

REVENUE P3

CITY OF DUBUQUE
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2024

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section D - Intergovernmental - Continued	41									41
State Shared Revenues	43									43
Road Use Taxes	44	8,428,119					8,428,119		8,428,119	44
Other state grants and reimbursements	48									48
State grants	49	160,404	105,631		8,737,149		9,003,184	417,091	9,420,275	49
Iowa Department of Transportation	50	7,350					7,350		7,350	50
Iowa Department of Natural Resources	51						0		0	51
Iowa Economic Development Authority	52						0		0	52
CEBA grants	53						0		0	53
C&I Replacement and Tier I Business Tax Replacement	54	854,439	84,722	6,402			1,172,201		1,172,201	54
Military Credit	55	7,193	739	79			8,011		8,011	55
Momies and Credit State	56	229,750					229,750		229,750	56
	57						0		0	57
	58						0		0	58
	59						0		0	59
Total State	60	1,259,136	8,619,211	6,481	8,737,149	0	18,848,615	417,091	19,265,706	60
Local Grants and Reimbursements										
County Contributions	63	710,699					710,699		710,699	63
Library Service	64						0		0	64
Township Contributions	65						0		0	65
Fire/EMT Service	66						0		0	66
Recycle Grant	67						0	19,350	19,350	67
	68						0		0	68
	69						0		0	69
Total Local Grants and Reimbursements	70	710,699	0	0	0	0	710,699	19,350	730,049	70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	3,929,478	19,695,955	6,481	11,160,328	0	35,018,880	2,444,569	37,463,449	71
Section E - Charges for Fees and Service	72									72
Water	73						0	11,082,158	11,082,158	73
Sewer	74						0	15,674,853	15,674,853	74
Electric	75						0		0	75
Gas	76						0		0	76
Parking	77						0	723,864	723,864	77
Airport	78	207,967	18,564				226,531		226,531	78
Landfill/garbage	79						0	10,475,742	10,475,742	79
Hospital	80						0		0	80

REVENUE P4

CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued	81									81
Transit	82						0	348,777	348,777	82
Cable TV	83						0		0	83
Internet	84						0		0	84
Telephone	85						0		0	85
Housing Authority	86						0		0	86
Storm Water	87						0	6,047,579	6,047,579	87
Other:	88									88
Nursing Home	89						0		0	89
Police Service Fees	90	17,749					17,749		17,749	90
Prisoner Care	91						0		0	91
Fire Service Charges	92						0		0	92
Ambulance Charges	93	3,299,781					3,299,781		3,299,781	93
Sidewalk Street Repair Charges	94	748					748		748	94
Housing and Urban Renewal Charges	95	85,531	80,388				165,919		165,919	95
River Port and Terminal Fees	96						0		0	96
Public Scales	97						0	41,851	41,851	97
Cemetery Charges	98						0		0	98
Library Charges	99	36,478	20,776				57,254		57,254	99
Park, Recreation, and Cultural Charges	100	1,194,011					1,194,011		1,194,011	100
Animal Control Charges	101	7,825					7,825		7,825	101
Administrative Fees to Outside Agencies	102	30,138					30,138		30,138	102
Program Fee	103	85,930	56				85,986		85,986	103
Total Charges for Service	104	4,966,158	119,784	0	0	0	5,085,942	44,394,824	49,480,766	104
Section F - Special Assessments	106	43,386	87,053				130,439		130,439	106
Section G - Miscellaneous	107									107
Contributions	108	501,731	45,885	48,165		642,500	1,238,281	96,547	1,334,828	108
Deposits and Sales/Fuel Tax Refunds	109						0		0	109
Sale of Property and Merchandise	110	4,788,442	13,594		4,303		4,806,339	153,075	4,959,414	110
Fines	111	269,800					269,800	210,439	480,239	111
Internal Service Charges	112	798,576					798,576	3,260,369	4,058,945	112
Reimbursements	113	974,006	263,032		134,961		1,371,999	370,509	1,742,508	113
Refunds	114	27,303	56,896				84,199	35,922	120,121	114
Settlements	115	217,834	5,345		1,977		225,156	57,864	283,020	115
Dental Insurance Premiums	116	209,371					209,371		209,371	116
	117						0		0	117
	118						0		0	118
	119						0		0	119
Total Miscellaneous	120	7,787,063	384,752	48,165	0	783,741	9,003,721	4,184,725	13,188,446	120

REVENUE P5

CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
121	74,093,781	23,848,094	13,936,635	476,278	19,440,745	7,090	131,802,623	54,333,819	186,136,442	121
123										123
124	93,959	92,584	1,100,001				1,286,544		1,286,544	124
125					6,116,090		6,116,090	1,241,926	7,358,016	125
126							0		0	126
127	10,430,557	261,066		7,167,877	1,261,879		19,121,379	7,836,786	26,958,165	127
128	551,949	353,170		2,688,780	2,222,113		5,816,012	4,293,009	10,109,021	128
129							0		0	129
130							0		0	130
131	11,076,465	706,820	1,100,001	9,856,657	9,600,082	0	32,340,025	13,371,721	45,711,746	131
132	85,170,246	24,554,914	15,036,636	10,332,935	29,040,827	7,090	164,142,648	67,705,540	231,848,188	132
134	64,998,916	14,664,396	15,236,063	-122,394	29,938,512	103,695	124,819,188	31,117,834	155,937,022	134
136	150,169,162	39,219,310	30,272,699	10,210,541	58,979,339	110,785	288,961,836	98,823,374	387,785,210	136
Section H - Other Financing Sources										
Total All Revenues (Sum of lines 6, 7, 15, 16, 22, 71, 104, 106, and 120)										
Total Other Financing Sources										
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)										
Beginning Fund Balance July 1, 2023										
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)										

EXPENDITURES P6

CITY OF DUBUQUE
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024

NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	17,480,530	292,191					17,772,721		17,772,721	2
Jail	3							0		0	3
Emergency Management	4	1,808,000						1,808,000		1,808,000	4
Flood control	5	255,749						255,749		255,749	5
Fire Department	6	12,177,269						12,177,269		12,177,269	6
Ambulance	7	2,451,610						2,451,610		2,451,610	7
Building Inspections	8	1,192,959						1,192,959		1,192,959	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	431,284						431,284		431,284	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
Total Public Safety	14	35,797,401	292,191		0	0	0	36,089,592		36,089,592	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	1,384,905	4,835,793					6,220,698		6,220,698	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18	397,751	790,140					1,187,891		1,187,891	18
Traffic Control Safety	19	354,162	881					355,043		355,043	19
Snow Removal	20		1,699,005					1,699,005		1,699,005	20
Highway Engineering	21							0		0	21
Street Cleaning	22		581,060					581,060		581,060	22
Airport (if not an enterprise)	23	5,297,082						5,297,082		5,297,082	23
Garbage (if not an enterprise)	24							0		0	24
Other Public Works	25	532,220						532,220		532,220	25
	26							0		0	26
	27							0		0	27
Total Public Works	28	7,966,120	7,906,879		0	0	0	15,872,999		15,872,999	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33	487,291						487,291		487,291	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36	554,275						554,275		554,275	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	1,041,566	0		0	0	0	1,041,566		1,041,566	39
Section D - Culture and Recreation	40										40
Library Services	41	4,066,318	113,522				275	4,180,115		4,180,115	41
Museum, Band, Theater	42							0		0	42
Parks	43	4,353,163	12,817					4,365,980		4,365,980	43
Recreation	44	4,278,372	122,667					4,401,039		4,401,039	44
Cemetery	45							0		0	45
Community Center, Zoo, Marina, and Auditorium	46	817,496						817,496		817,496	46
Other Culture and Recreation	47	2,040,446						2,040,446		2,040,446	47
Arts and Cultural Affairs	48	495,713						495,713		495,713	48
	49							0		0	49
Total Culture and Recreation	50	16,051,508	249,006		0	0	275	16,300,789		16,300,789	50

EXPENDITURES P7

CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental cols. (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52	446,956	8,711					455,667		455,667	52
Economic development	53	2,846,955						2,846,955		2,846,955	53
Housing and urban renewal	54	1,095,662	9,757,426					10,853,088		10,853,088	54
Planning and zoning	55	969,360						969,360		969,360	55
Other community and economic development	56							0		0	56
TIF Rebates	57			3,146,489				3,146,489		3,146,489	57
	58							0		0	58
Total Community and Economic Development	59	5,358,933	9,766,137	3,146,489	0	0	0	18,271,559		18,271,559	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	2,011,387						2,011,387		2,011,387	61
Clerk, Treasurer, Financial Administration	62	5,781,549						5,781,549		5,781,549	62
Elections	63							0		0	63
Legal Services and City Attorney	64	1,250,019						1,250,019		1,250,019	64
City Hall and General Buildings	65	1,253,284						1,253,284		1,253,284	65
Tort Liability	66							0		0	66
Other General Government	67	4,514,008	617,981			105,386		5,237,375		5,237,375	67
	68							0		0	68
	69							0		0	69
Total General Government	70	14,810,247	617,981		0	105,386	0	15,533,614		15,533,614	70
Section G - Debt Service	71				10,453,022			10,453,022		10,453,022	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	0	10,453,022	0	0	10,453,022		10,453,022	74
Section H - Regular Capital Projects - Specify	75										75
Budgeted Capital Projects	76	7,779,642	3,464,518			20,386,173		31,630,333		31,630,333	76
	77							0		0	77
Subtotal Regular Capital Projects	78	7,779,642	3,464,518		0	20,386,173	0	31,630,333		31,630,333	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0		0	0	0	0		0	82
Total Capital Projects	83	7,779,642	3,464,518		0	20,386,173	0	31,630,333		31,630,333	83
Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	84	88,805,417	22,296,712	3,146,489	10,453,022	20,491,559	275	145,193,474		145,193,474	84
	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

EXPENDITURES P8

CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities	87										87
Water - Current Operation	88								5,856,904	5,856,904	88
Capital Outlay	89								2,772,629	2,772,629	89
Debt Service	90								2,496,949	2,496,949	90
Sewer and Sewage Disposal - Current Operation	91								6,303,215	6,303,215	91
Capital Outlay	92								1,734,739	1,734,739	92
Debt Service	93								5,330,284	5,330,284	93
Electric - Current Operation	94										94
Capital Outlay	95										95
Debt Service	96										96
Gas Utility - Current Operation	97										97
Capital Outlay	98										98
Debt Service	99										99
Parking - Current Operation	100								1,775,850	1,775,850	100
Capital Outlay	101								40,406	40,406	101
Debt Service	102								2,753,458	2,753,458	102
Airport - Current Operation	103										103
Capital Outlay	104										104
Debt Service	105										105
Landfill/Garbage - Current operation	106								7,898,573	7,898,573	106
Capital Outlay	107								695,285	695,285	107
Debt Service	108								671,452	671,452	108
Hospital - Current Operation	109										109
Capital Outlay	110										110
Debt Service	111										111
Transit - Current Operation	112								4,321,725	4,321,725	112
Capital Outlay	113								7,033	7,033	113
Debt Service	114								340,501	340,501	114
Cable TV, Telephone, Internet - Current Operation	115										115
Capital Outlay	116										116
Housing Authority - Current Operation	117										117
Capital Outlay	118										118
Debt Service	119										119
Storm Water - Current Operation	120										120
Capital Outlay	121								1,556,863	1,556,863	121
Debt Service	122								1,520,545	1,520,545	122
Other Business Type - Current Operation	123								2,650,384	2,650,384	123
Capital Outlay	124								172,076	172,076	124
Debt Service	125										125
Internal Service Funds - Specify	126										126
Garage Service	127								3,984,729	3,984,729	127
Engineering Service/Central Stores	128								179,929	179,929	128
Total Business Type Activities	129								53,063,529	53,063,529	129

EXPENDITURES P9

CITY OF DUBUQUE
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	88,805,417	22,296,712	3,146,489	10,453,022	20,491,559	275	145,193,474	53,063,529	198,257,003	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	4,553,820	3,284,563			7,732,642		15,571,025	11,387,140	26,958,165	132
Internal TIF loans/repayments and transfers out	133			10,109,021				10,109,021		10,109,021	133
	134									0	134
Total Other Financing Uses	135	4,553,820	3,284,563	10,109,021	0	7,732,642	0	25,680,046	11,387,140	37,067,186	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	93,359,237	25,581,275	13,255,510	10,453,022	28,224,201	275	170,873,520	64,450,669	235,324,189	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140						110,510	110,510		110,510	140
Restricted	141		13,638,035	17,017,189		2,080,000		32,735,224		32,735,224	141
Committed	142	7,871,511			-242,481	28,675,138		36,304,168		36,304,168	142
Assigned	143	459,804						459,804		459,804	143
Unassigned	144	48,478,610						48,478,610		48,478,610	144
Total Governmental	145	56,809,925	13,638,035	17,017,189	-242,481	30,755,138	110,510	118,088,316		118,088,316	145
Proprietary	146								34,372,705	34,372,705	146
Total Ending Fund Balance June 30,	147	56,809,925	13,638,035	17,017,189	-242,481	30,755,138	110,510	118,088,316	34,372,705	152,461,021	147
Total Requirements (Sum of lines 136 and 147)	148	150,169,162	39,219,310	30,272,699	10,210,541	58,979,339	110,785	288,961,836	98,823,374	387,785,210	148

OTHER P10

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction		Highways	
Health		All other	
Highways			
Transit Subsidies			
Libraries			
Police protection			
Sewerage			
Sanitation			
All other			

Part IV

Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID			Amount
Total Salaries and Wages Paid			73,913,955

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

Debt During the Fiscal Year			Debt Outstanding JUNE 30, 2024						
Purpose	Line	Debt Outstanding JULY 1, 2023	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.	24,237,272	127,414	1,998,068	8,050,850		14,315,768		498,881
Sewer Utility	2.	64,243,939	521,828	3,966,092	6,887,859		53,911,816		1,362,938
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.	731,068		36,898	694,170				14,621
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.	53,173,066	1,080,000	3,609,103	33,893,963	16,350,000		400,000	2,263,890
Other Purposes / Miscellaneous	9.	48,206		6,396	41,810				1,447
GO	10.	11,240,612	5,010,000	1,035,792	15,214,820				542,142
Parking	11.	562,571		87,639	474,932				14,069
Airport	12.	2,177,852		216,494	1,961,358				48,806
Stormwater	13.	70,344,579	292,315	6,438,193	20,559,303		43,639,398		1,849,950
Section 108	14.								
Total Long-Term		226,759,165	7,031,557	17,394,675	87,779,065	16,350,000	111,866,982	400,000	6,596,744

B. Short-Term Debt Amount

Outstanding as of July 1, 2023

Outstanding as of JUNE 30, 2024

DEBT LIMITATION FOR GENERAL OBLIGATIONS

Part VI Actual valuation -- January 1, 2022

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2024

Type of asset		Amount		
Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)	Total (e)
	8,298,142		171,022,265	179,320,407
If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.				

Notes & Remarks
REMARKS

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

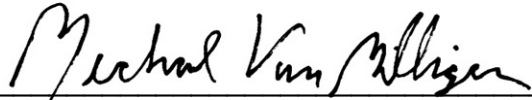
ITEM TITLE:	Fiscal Year 2026 Annual Tax Increment Financing Report
SUMMARY:	City Manager transmitting the Annual Tax Increment Financing Report that has been filed with Dubuque County Auditor Kevin Dragotto.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. MVM Memo FY26_County_TIF_Report_-_MVM_Memo
2. FY26 County TIF Staff Memo_2024_11_11
3. FY26 County TIF Report_2024_11_11

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: FY 2026 Annual Tax Increment Financing Report
DATE: November 11, 2024

Chief Financial Officer Jennifer Larson is transmitting the Annual Tax Increment Financing Report that has been filed with Dubuque County Auditor Kevin Dragotto.



Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Jill Connors, Economic Development Director



TO: Michael C. Van Milligen, City Manager
FROM: Jennifer Larson, Chief Financial Officer
SUBJECT: FY 2026 Annual Tax Increment Financing Report
DATE: November 11, 2024

The Annual Tax Increment Financing Report for FY 2026 has been filed with Dubuque County Auditor Kevin Dragotto pursuant to the Code of Iowa, Section 403.19(2). This report includes all cumulative expenditures eligible for tax increment reimbursement for each TIF district.

Should you have questions on the attached report, please feel free to contact me.

Thank you.

JML
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Derby Grange Rustic Point Urban Renewal Area

Urban Renewal Area Number: 31051 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 6,559

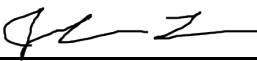
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 11th day of November, 2024

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Derby Grange Rustic Point Urban Renewal Area

Urban Renewal Area Number: 31051 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. FY24 Low and Moderate Income TIF requirement	07/01/2023	6,559
Project TBD		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 6,559

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Page 387 of 1454

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Dubuque Industrial Center Economic Development District

Urban Renewal Area Number: 31002 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ **2,828,435**

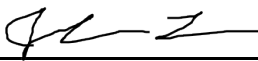
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 11th day of November, 2024

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Dubuque Industrial Center Economic Development District

Urban Renewal Area Number: 31002 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Internal Loan - County Farm Legal/Stormwater/Consulting	07/01/2023	2,845
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Economic Development - Hormel Foods Increased Assessed Value	07/01/2023	195,280
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. Economic Development - Tri-State Quality Metal Wilming Invetments Increased Assessed Value	07/01/2023	7,537
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. Internal Loan - Greater Dubuque Development Corporation FY24	07/01/2023	642,113
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. Internal Loan - Chavenelle Road	07/01/2023	275,382
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 1,123,157

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Dubuque County: DubuqueUrban Renewal Area Name: Dubuque Industrial Center Economic Development DistrictUrban Renewal Area Number: 31002 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6.	<u>07/01/2023</u>	<u>49,692</u>
<u>Economic Development Agreement - Roasting Solutions</u>		
<u>Increases Assessed Value</u>		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
7.	<u>07/01/2023</u>	<u>150,154</u>
<u>Economic Development Agreement - Rite Hite</u>		
<u>Increases Assessed Value</u>		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
8. <u>Economic Development Agreement - Simmons Pet Food</u>	<u>07/01/2023</u>	<u>1,145,605</u>
<u>Increases Assessed Value</u>		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
9. <u>Economic Development Agreement - Medline</u>	<u>07/01/2023</u>	<u>226,959</u>
<u>Increases Assessed Value</u>		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
10. <u>Internal Loan - Data Center</u>	<u>07/01/2023</u>	<u>132,868</u>
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 1,705,278

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.



Signature of Authorized Official

563-589-4322

Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Dubuque Industrial Center/South Economic Development District (Tech Park)

Urban Renewal Area Number: 31018 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0

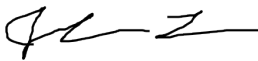
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 11th day of November, 2024


Signature of Authorized Official

563-589-4322
Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: English Ridge Urban Renewal Area

Urban Renewal Area Number: 31048 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0

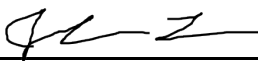
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

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Notes/Additional Information:

Dated this 11th day of November, 2024

 563-589-4322
Signature of Authorized Official Telephone

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.


Signature of Authorized Official

563-589-4322
Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Greater Downtown Urban Renewal Project

Urban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 4,189,242

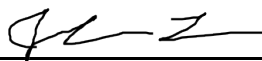
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Notes/Additional Information:

Dated this 11th day of November, 2024

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Greater Downtown Urban Renewal Project

Urban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Internal Loan - Downtown Loan Pool - Building Facades	07/01/2023	300,000
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Internal Loan - Miscellaneous	07/01/2023	10,104
Legal Fees		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. Economic Development Agreement - 44 Main LLC Miller Companies	07/01/2023	463
Increased assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. Economic Development Agreement - Roshek Building	07/01/2023	75,036
Increased assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. Economic Development Agreement - Julien Hotel	07/01/2023	24,030
Increased assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 409,633

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Dubuque County: DubuqueUrban Renewal Area Name: Greater Downtown Urban Renewal ProjectUrban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. Internal Loan - Washington Business Incentives Additional Funding	07/01/2023	40,686
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
7. Economic Development Agreement -Caradco Increased Assessment	07/01/2023	84,347
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
8. Economic Development Agreement -Bonson Block Increased Assessment	07/01/2023	17,266
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
9. Economic Development Agreement -Franklin Investments Increased Assessment	07/01/2023	2,518
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
10. Economic Development Agreement - Novelty Ironworks \$34,169 Economic Development Agreement - Rousselot \$2,490	07/01/2023	36,659
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 181,476

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Dubuque County: DubuqueUrban Renewal Area Name: Greater Downtown Urban Renewal ProjectUrban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
11. Internal Loan - IFA Trust Match	07/01/2023	53,169
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
12. Economic Development Agreement - 253 Main St	07/01/2023	913
Increased Assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
13. Economic Development Agreement - Barker Financial	07/01/2023	2,831
Increased Assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
14. Internal Loan - Riverfront Leasehold Improvements	07/01/2023	96,183
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
15. Internal Loan - Central Ave Corridor	07/01/2023	32,171
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 4.

Total For City TIF Form 1.1 Page 3: 185,267

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Dubuque County: DubuqueUrban Renewal Area Name: Greater Downtown Urban Renewal ProjectUrban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
16. Internal Loan - Downtown Business Shuttle	07/01/2023	134,704
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
17. Economic Development Agreement - Spahn & Rose	07/01/2023	15,746
Increased Assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
18. Internal Loan -Corridor Alternates	07/01/2023	34,610
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
19. Internal Loan -Comiskey Park	07/01/2023	162,724
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
20. Internal Loan -Grand River Center	07/01/2023	8,268
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

Total For City TIF Form 1.1 Page 4: 356,052

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Dubuque County: DubuqueUrban Renewal Area Name: Greater Downtown Urban Renewal ProjectUrban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
21 Internal Loan -Jackson Park Additional Funding	07/01/2023	22,743
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
22 Economic Development Agreement - 210 Jones Increased assessment	07/01/2023	104,287
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
23 Economic Development Agreement - METX LLC Increased assessment	07/01/2023	444,886
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
24 Economic Development Agreement - Three Amigos LLC Increased assessment	07/01/2023	11,679
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
25 Internal Loan -ERP Financial System Additional Funding	07/01/2023	11,957
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

Total For City TIF Form 1.1 Page 5: 595,552

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Urban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
26 Internal Loan -Parking Ramp OCC Cert Additional Funding ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	07/01/2023	74,258
27 Internal Loan -South Port Additional Funding ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	07/01/2023	1,834
28 Internal Loan -SMART Parking Additional Funding ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	07/01/2023	489,619
29 Economic Development Agreement - Prairie Farms Increased assessment ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	07/01/2023	18,702
30 Series 2023A Five Flags and Ramp \$1,703,196 Green House Gas \$22,485 Millwork Master Plan \$50,000 Blum Site \$1,168 14th St Overpass \$100,000 ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	07/01/2023	1,876,849

Total For City TIF Form 1.1 Page 6: 2,461,262

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Lake Ridge

Urban Renewal Area Number: 31046 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 19

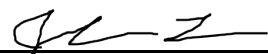
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Notes/Additional Information:

Dated this 11th day of November, 2024

 563-589-4322
Signature of Authorized Official Telephone

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.


Signature of Authorized Official

563-589-4322
Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: North Cascade Road Housing Urban Renewal Area

Urban Renewal Area Number: 31047 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0

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Notes/Additional Information:

Dated this 11th day of November, 2024


Signature of Authorized Official

563-589-4322
Telephone

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Page 409 of 1454

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: North Grandview Urban Renewal Area

Urban Renewal Area Number: 31060 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0

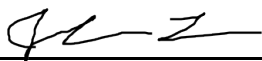
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Notes/Additional Information:

Dated this 11th day of November, 2024

 563-589-4322
Signature of Authorized Official Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Radford Road Economic Development

Urban Renewal Area Number: 31058 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0

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Notes/Additional Information:

Dated this 11th day of November, 2024

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Signature of Authorized Official Telephone

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 563-589-4322

Signature of Authorized Official Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: South Pointe Urban Renewal Area

Urban Renewal Area Number: 31050 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 93,763

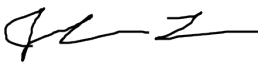
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Notes/Additional Information:

Dated this 11th day of November, 2024

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: South Pointe Urban Renewal Area

Urban Renewal Area Number: 31050 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. _____ _____ _____ _____	_____	_____
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>LMI</u> <u>Projects TBD</u> _____ _____ _____	<u>07/01/2023</u>	<u>93,763</u>
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____	_____	_____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____	_____	_____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____	_____	_____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 93,763

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: John F. Kennedy Road

Urban Renewal Area Number: 310700 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 520,283

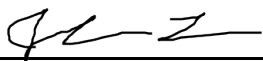
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Notes/Additional Information:

Dated this 11th day of November, 2024

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: John F. Kennedy Road

Urban Renewal Area Number: 310700 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Internal Loan - JFK & 32nd Street Intersection Improvements</u>	<u>07/01/2023</u>	<u>520,283</u>
<u></u>		
<u></u>		
<u></u>		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u></u>		
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☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
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☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. <u></u>		
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☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. <u></u>		
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<u></u>		
<u></u>		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 520,283

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.



Signature of Authorized Official

563-589-4322

Telephone

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE:	Kohl's Department Store, Inc. 2023 & 2024 Property Tax Appeal Stipulation of Settlement Notice
SUMMARY:	Senior Counsel transmitting notice of a Stipulation of Settlement for a 2023 and 2024 property tax appeal filed by Kohl's Department Store, Inc. for their property located at 2595 NW Arterial.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. TaxingBodiesLetter_AGENDA
2. Stipulation of Settlement _ 2023
3. Stipulation of Settlement_2024
4. Notice of Voluntary Settlement _ 2023
5. Notice of Voluntary Settlement _ 2024

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org
Office Hours: 8:00 AM – 5:00 PM, T-W-Th
8:00 AM – 12:00 PM, F



AGENDA LETTER

November 6, 2024

Mayor and Members of the City Council
of the City of Dubuque
City Hall
50 West 13th Street
Dubuque, IA 52001

President of the Board of Directors
Northeast Iowa Community College
P.O. Box 400
Calmar, IA 52132

Chairperson of the
Dubuque County Board of Supervisors
Dubuque County Courthouse
720 Central Avenue
Dubuque, IA 52001

Chairperson of the Board of Trustees
Dubuque County Hospital
Sunnycrest Manor
2375 Roosevelt Street
Dubuque, IA 52001

Chairperson of the School Board
Dubuque Community School District
Central Administration Offices
2300 Chaney Road
Dubuque, IA 52001

Chairperson of the Council of the
Dubuque County Agricultural Extension
Service
14858 West Ridge Lane, Suite 2
Dubuque, IA 52003

Chairperson of the Conference Board
of the City of Dubuque
City Hall
50 West 13th Street
Dubuque, IA 52001

**RE: Kohl's Department Stores, Inc. vs. City of Dubuque Board of Review
2023-2024 Property Tax Appeals**

Enclosed is a copy of the Stipulation of Settlement regarding two tax assessment appeals filed by Kohl's Department Stores, Inc. with the Iowa Property Assessment Appeal Board. Iowa Code Sec. 441.44 requires that the Stipulation of Settlement be served upon each of you.

There is one property that is the subject of these appeals. The appeals are for the January 1, 2023 and January 1, 2024 assessed values.

Details of Property

The property is owned and operated by Kohl's Department Stores, Inc. as a retail store. The parcel is 9.86 acres in size and is in the Asbury Shopping Plaza at 2595 NW Arterial. The 1-story 88,406 square foot decorative concrete block building was constructed in 2004.

2023 -2024 Appeals

Kohl's Department Stores, Inc. filed a protest with the City of Dubuque Board of Review in April 2023 appealing the 2023 assessment of \$7,078,700. The protest claimed the assessed value to be \$5,700,000 based on comparable sales of other retail buildings in the Midwest and a report of this store indicating retail sales have decreased 22% over the past 5 years. The Board of Review denied the protest and Kohl's proceeded to file an appeal with the Iowa Property Assessment Appeal Board (PAAB). Kohl's also filed a protest for the January 1, 2024 valuation with the Board of Review, which was also denied, and Kohls' appealed to PAAB.

Appraisals

Each party had an appraisal of the property completed. Kohl's appraisal is for an assessed value of \$6,100,000 and the Board of Review appraisal is for an assessed value of \$7,160,000. Finding numerous recent normal arm's length sales of large retail properties in a nearby market is challenging.

Proposed Settlement

After several offers between parties were exchanged, a proposed settlement agreement was reached. The proposed settlement is for an assessed value for January 1, 2023 and January 1, 2024 of \$6,675,000.00.

Pursuant to the Stipulation of Settlement the appeals will be dismissed and the assessed values will be adjusted to \$6,675,000.00 for the January 1, 2023 and January 1, 2024.

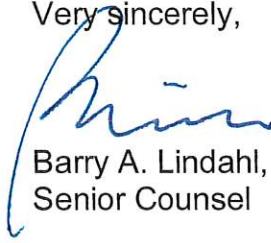
The assessed value will be apportioned as follows:

Land	\$1,672,700.00
Building	\$5,002,300.00
Total	\$6,675,000.00

The total tax loss to all taxing bodies is estimated to be \$10,945 per year.

The proposed settlement will be presented to the Property Assessment Appeal Board after fourteen (14) days from the date indicated on the attached Notice of Voluntary Settlement. If there are any objections to the settlement they should be made known to the Property Assessment Appeal Board prior to that time. If you have any questions about the proposed settlement, please contact City Assessor Troy Patzner at (563) 589-7800.

Very sincerely,

A handwritten signature in blue ink, appearing to read "Barry A. Lindahl".

Barry A. Lindahl, Esq.
Senior Counsel

Enclosure
Attachment

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

IOWA PROPERTY ASSESSMENT APPEAL BOARD

PAAB Docket No. 2023-104-00442C

Parcel No. 1017426003

KOHL'S DEPARTMENT STORES #985

Appellant,

vs.

CITY OF DUBUQUE BOARD OF REVIEW,

Appellee.

STIPULATION OF SETTLEMENT

Appellant Kohl's Department Stores #985 and Appellee City of Dubuque Board of Review state to the Iowa Property Assessment Appeal Board that the pending litigation with regard to the tax assessment for the following-described property as of **January 1, 2023**:

Parcel No. 1017426003

has been settled and agreed upon as follows:

Valuation:

Land	\$1,672,700.00
Dwelling	\$5,002,300.00
Total	\$6,675,000.00

It is further agreed that upon entry of an Iowa Property Assessment Appeal Board Order confirming the above settlement, the above pending litigation shall be dismissed with prejudice.

Dated this _____ day of _____, 2024.

KOHL'S DEPARTMENT STORES

#985

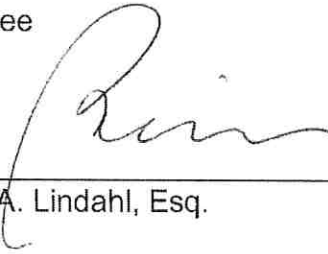
Appellant

By: 

Sarah Franklin, General Counsel

CITY OF DUBUQUE BOARD OF REVIEW

Appellee

By: 

Barry A. Lindahl, Esq.

IOWA PROPERTY ASSESSMENT APPEAL BOARD

PAAB Docket No. 2024-104-00085C

Parcel No. 1017426003

KOHL'S DEPARTMENT STORES #985

Appellant,

vs.

CITY OF DUBUQUE BOARD OF REVIEW,

Appellee.

STIPULATION OF SETTLEMENT

Appellant Kohl's Department Stores #985 and Appellee City of Dubuque Board of Review state to the Iowa Property Assessment Appeal Board that the pending litigation with regard to the tax assessment for the following-described property as of **January 1, 2024**:

Parcel No. 1017426003

has been settled and agreed upon as follows:

Valuation:

Land	\$1,672,700.00
Dwelling	\$5,002,300.00
Total	\$6,675,000.00

It is further agreed that upon entry of an Iowa Property Assessment Appeal Board Order confirming the above settlement, the above pending litigation shall be dismissed with prejudice.

Dated this _____ day of _____, 2024.

**KOHL'S DEPARTMENT STORES
#985**

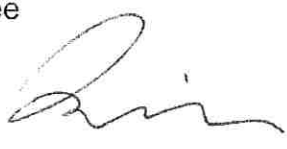
Appellant

By: 

Sarah Franklin, General Counsel

CITY OF DUBUQUE BOARD OF REVIEW

Appellee

By: 

Barry A. Lindahl, Esq.

IOWA PROPERTY ASSESSMENT APPEAL BOARD

PAAB Docket No. 2023-104-00442C

Parcel No. 1017426003

KOHL'S DEPARTMENT STORES #985,
Appellant,

vs.

CITY OF DUBUQUE BOARD OF REVIEW,
Appellee.

NOTICE OF VOLUNTARY SETTLEMENT

TO: City of Dubuque, Iowa
County of Dubuque, Iowa
Dubuque Community School District
Northeast Iowa Community College
Dubuque County Hospital
Dubuque County Agricultural Extension Service
Conference Board of the City of Dubuque

YOU ARE HEREBY NOTIFIED, pursuant to Iowa Code Section 441.44, that the above-named Appellant and the City of Dubuque Board of Review, Appellee, have entered into a voluntary settlement of this assessment appeal.

A copy of the proposed Stipulation of Settlement is attached hereto.

This Stipulation of Settlement will be presented to the Iowa Property Assessment Appeal Board for approval no sooner than fourteen (14) days from the date of this Notice.

Dated this 6th day of NOVEMBER, 2024.

CITY OF DUBUQUE BOARD OF REVIEW
Appellee.

By: _____


Barry A. Lindahl, Esq.
Suite 330, Harbor View Place
300 Main Street
Dubuque, IA 52001-6944
(563) 583-4113

IOWA PROPERTY ASSESSMENT APPEAL BOARD

PAAB Docket No. 2024-104-00085C

Parcel No. 1017426003

KOHL'S DEPARTMENT STORES #985,
Appellant,

vs.

CITY OF DUBUQUE BOARD OF REVIEW,
Appellee.

NOTICE OF VOLUNTARY SETTLEMENT

TO: City of Dubuque, Iowa
County of Dubuque, Iowa
Dubuque Community School District
Northeast Iowa Community College
Dubuque County Hospital
Dubuque County Agricultural Extension Service
Conference Board of the City of Dubuque

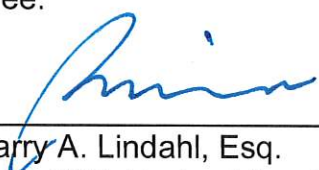
YOU ARE HEREBY NOTIFIED, pursuant to Iowa Code Section 441.44, that the above-named Appellant and the City of Dubuque Board of Review, Appellee, have entered into a voluntary settlement of this assessment appeal.

A copy of the proposed Stipulation of Settlement is attached hereto.

This Stipulation of Settlement will be presented to the Iowa Property Assessment Appeal Board for approval no sooner than fourteen (14) days from the date of this Notice.

Dated this 6th day of NOVEMBER, 2024.

CITY OF DUBUQUE BOARD OF REVIEW
Appellee.

By: 

Barry A. Lindahl, Esq.
Suite 330, Harbor View Place
300 Main Street
Dubuque, IA 52001-6944
(563) 583-4113

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE: Sublease by Dubuque Racing Association (DRA)

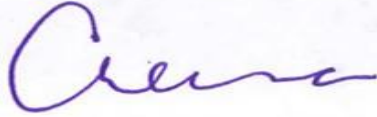
SUMMARY: City Attorney recommending approval and adoption of the resolution consenting to the sublease between the Dubuque Racing Association Ltd. and Pinseekers Dubuque RE, LLC, and Pinseekers Dubuque Operations, LLC.
RESOLUTION Consenting To The Sublease Between The Dubuque Racing Association Ltd. And Pinseekers Dubuque Re, LLC, And Pinseekers Dubuque Operations, LLC.

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Council_Consent to Sublease_Draft_11-14-24
2. Resolution - Pinseekers_Consent to Sublease_Draft_10-8-24
3. Letter dated 11.14.24 to City Manager requesting City consent to Pinseekers Sublease (sublease attached)

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY



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

DATE: NOVEMBER 14, 2024

RE: CONSENT TO SUBLEASE BY DUBUQUE RACING ASSOCIATION

Pursuant to its lease with the City of Dubuque, the Dubuque Racing Association (DRA) must seek written approval of the City Council, expressed by a resolution, in order to sublease any portion of the leased premises. Specifically, the lease with the DRA, Section 6 reads as follows:

Non-transferability of Lease. This Lease shall be a privilege to be held for the benefit of the public by Association. This Lease shall not, in any event, be transferred, assigned, sold, leased, or disposed of, in whole or in part, by means, without the prior written consent of City expressed by a resolution duly passed by the City Council of the City of Dubuque, Iowa and then only under such conditions as the City Council may establish.

The DRA has submitted a request to sublease a portion of the leased premises to Pinseekers Dubuque RE, LLC, and Pinseekers Dubuque Operations, LLC which will facilitate the construction and operation of a 30,000 square foot, multi-level family entertainment facility including a driving range with smart targets, a putting course, an event room and VIP area, and food and beverage offerings. The DRA request is attached along with a resolution consenting to the sublease.

I respectfully recommend approval and adoption of the resolution.

RESOLUTION NO. _____-24

CONSENTING TO THE SUBLEASE BETWEEN THE DUBUQUE RACING ASSOCIATION LTD. AND PINSEEKERS DUBUQUE RE, LLC, AND PINSEEKERS DUBUQUE OPERATIONS, LLC.

WHEREAS, the City has leases with the Dubuque Racing Association Ltd.; and

WHEREAS, the Dubuque Racing Association Ltd. seeks the City's consent to a sublease between the Dubuque Racing Association Ltd. and Pinseekers Dubuque RE, LLC, and Pinseekers Dubuque Operations, LLC. for the construction and operation of a 30,000 square foot, multi-level family entertainment facility including a driving range with smart targets, a putting course, an event room and VIP area, and food and beverage offerings; and

WHEREAS, the leases require the City's consent to any sublease by the Dubuque Racing Association Ltd.; and

WHEREAS, the City Council of the City of Dubuque finds that the City should consent to the sublease.

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

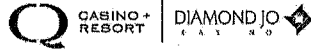
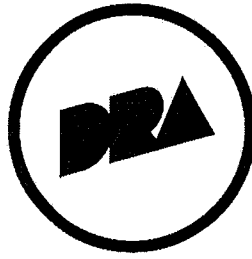
1. The City of Dubuque hereby consents to the sublease between the Dubuque Racing Association Ltd. and Pinseekers Dubuque RE, LLC, and Pinseekers Dubuque Operations, LLC.

Passed, approved, and adopted this _____ day of _____, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk



November 14, 2024

City Manager
City of Dubuque, Iowa
City Hall – 50 W. 13th Street
Dubuque, IA 52001

Dear City Manager,

As you know, PinSeekers Dubuque RE, LLC and Pinseekers Dubuque Operations, LLC (individually and collectively, "*Pinseekers*") are planning to construct an approximately 30,000 square foot, multi-level family entertainment facility, to include a driving range with smart targets, a putting course, an event room and VIP area, and food and beverage offerings (the "*Pinseekers Project*"), on the premises where the former greyhound racetrack was located (the "*Pinseekers Premises*").

DRA and Pinseekers have worked collaboratively together over the past several months to reach an agreement regarding the terms upon which DRA would sublease the Pinseekers Premises to Pinseekers, as the Pinseekers Premises is part of the property that Dubuque Racing Association, Ltd. ("*DRA*") currently leases from the City of Dubuque, Iowa (the "*City*"). DRA and Pinseekers have reached an agreement on such terms, which are memorialized in the attached Sublease Agreement (the "*Pinseekers Sublease*"). However, as you know, pursuant to the terms of DRA's leases with the City, DRA may not sublease any portion of its property without the City's written consent expressed by a resolution duly passed by the City Council of the City of Dubuque, Iowa. Accordingly, DRA respectfully requests that City Council, on behalf of the City, provide consent to the Pineekers Sublease – by virtue of resolution passed at the next City Council meeting – to bring the Pinseekers Project to fruition.

We are excited about the possibilities that the Pinseekers Project will offer the City, the Dubuque community (both residents and tourists), Pinseekers, and DRA, and we very much appreciate the City's consideration of our request for its consent to the Pinseekers Sublease. If you need any additional information in connection with our request, please reach out.

Sincerely,

Alex Dixon
President & CEO
DRA and Q Casino + Resort

**SUBLEASE AGREEMENT
BY AND AMONG
DUBUQUE RACING ASSOCIATION, LTD.,
PINSEEKERS DUBUQUE RE, LLC
AND
PINSEEKERS DUBUQUE OPERATIONS, LLC**

This SUBLEASE AGREEMENT (this “**Sublease**”) is made and entered into as of the 24th day of September, 2024, by and among DUBUQUE RACING ASSOCIATION, LTD., an Iowa nonprofit corporation (“**DRA**”), PINSEEKERS DUBUQUE RE, LLC, an Iowa limited liability company (“**Pinseekers RECo**”), and PINSEEKERS DUBUQUE OPERATIONS, LLC, an Iowa limited liability company (“**Pinseekers OpCo**” and collectively with Pinseekers RECo, “**Pinseekers**”). DRA and Pinseekers are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, DRA, as tenant, and the City of Dubuque, Iowa (the “**City**”), as owner and landlord, are parties to that certain Lease Agreement dated September 19, 2023 (as amended from time to time, the “**DRA/City Lease**”), pursuant to which DRA leases from City certain real estate located on Chaplain Schmitt Island in Dubuque, Iowa, which real estate is described on attached **Exhibit A** (the “**DRA Leased Parcel**”);

WHEREAS, Pinseekers desire to sublease from DRA that portion of the DRA Leased Parcel described on attached **Exhibit B** (the “**Subleased Premises**”) in order to construct an approximately 30,000 square foot, multi-level family entertainment facility thereon, to include a driving range with smart targets, a putting course, an event room and VIP area, and food and beverage offerings (the “**Pinseekers Facility**”), which Pinseekers Facility would be owned by Pinseekers RECo and operated by Pinseekers OpCo pursuant to (a) a sublease between Pinseekers RECo and Pinseekers OpCo in the form attached as **Exhibit C** (the “**OpCo Sublease**”) and (b) the Operations Agreement (as defined in **Section 13(a)(vi)**);

WHEREAS, DRA is willing to sublease the Subleased Premises to Pinseekers, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Sublease.** In consideration of the rents provided for herein and the other terms, covenants, conditions, and agreements set forth in this Sublease, DRA hereby subleases to Pinseekers RECo, and Pinseekers RECo hereby subleases from DRA, the Subleased Premises, together with any and all easements and appurtenances thereto and subject to any easements and restrictions of record, to have and to hold for the Term (as hereinafter defined).

2. **Term.** Subject to all of the terms, covenants, conditions and agreements contained herein:

(a) the term of this Sublease shall commence at 12:00 a.m. on the first day of the calendar month immediately following the calendar month in which Pinseekers RECo and/or Pinseekers OpCo, as applicable, receives its occupancy permit from the City (the earlier of such dates is hereinafter referred to as the "**Commencement Date**"), and, except as otherwise provided in this Sublease, shall terminate at 11:59 p.m. on the twentieth (20th) year anniversary of the Commencement Date (the "**Initial Term**"); and

(b) subject to the term of the DRA/City Lease, Pinseekers RECo shall have two (2) options to renew this Sublease, each for an additional five (5) year period (each, a "**Renewal Term**"), *if but only if*, in each case, (a) Pinseekers RECo has provided written notice to DRA not less than six (6) months prior to the expiration of the then-current Term of Pinseekers RECo's intent to exercise such renewal option and (b) no Event of Default (as defined in Section 13(a)) exists as of either (i) the date upon which Pinseekers RECo has exercised such renewal option and (ii) the commencement of such Renewal Term.

For purposes of this Sublease, the term "**Term**" shall be deemed to refer to the Initial Term or Renewal Term, as applicable and then in effect.

3. **Rent.** In addition to the taxes, assessments, and other charges required to be paid by Pinseekers under this Sublease, Pinseekers RECo shall pay DRA the following base rent ("**Base Rent**"), which Base Rent shall be due and payable, in advance, on the first business day of each calendar month during the Term:

Dates	Monthly Base Rent
First six (6) months of the Initial Term	\$0.00
Second six (6) months of the Initial Term and Second Year of the Initial Term	\$12,500.00
Third Year of the Initial Term	\$16,667.00
Fourth Year of the Initial Term	\$20,833.00
Fifth Year of the Initial Term	\$25,000.00
Sixth Year of the Initial Term and each Year of the Term Thereafter	Monthly Base Rent in effect as of immediately preceding year, <u>plus</u> 2.5%

In addition to the Base Rent, taxes, assessments, and other charges required to be paid by Pinseekers under this Sublease, Pinseekers shall pay to DRA, for each calendar year, Percentage

Rent, which Percentage Rent for each such calendar year shall be payable on or before February 1st of the immediately following calendar year; provided that, in respect of the last year of the Term, the Percentage Rent shall be (a) calculated based upon an assumed extrapolation of the Net Revenue generated by the operation of the Pinseekers Facility for the calendar year in which the Term ends, but prorated for the actual number of days elapsed during such calendar year as of the date of the termination or expiration of the Term, and (b) shall be payable on the last day of the Term.¹ Pinseekers shall deliver to DRA, simultaneously with each payment of Percentage Rent, a copy of the most recent financial report delivered by Pinseekers to its lenders and/or equity holders containing Pinseekers' calculation of Net Revenue for such calendar year or portion thereof, together with a certificate of the President of Pinseekers certifying as to the accuracy and completeness of all such financial reports and the data and calculations contained therein.

For purposes of this Sublease, the following terms have the following meanings:

"Excess Gross Revenue" means, for any given calendar year, that portion of the Gross Revenue that exceeds \$5,000,000.00.

"Percentage Rent" means, for any given calendar year, seven percent (7%) of the Excess Gross Revenue.

"Gross Revenue" means all revenue generated by the operation of the Pinseekers Facility and the related improvements for such calendar year, with the exception of (a) revenue generated from lottery ticket sales and (b) the portion of revenue generated from golf lessons that is paid to the golf instructor(s) in respect of such lessons.

All Base Rent, Percentage Rent, taxes, assessments, and other charges required to be paid by Pinseekers under this Sublease shall be paid without any counterclaim, charge, assessment, imposition, expense, setoff, or deduction of any nature. Accordingly, Pinseekers shall continue to pay all Base Rent, Percentage Rent, taxes, assessments, and other charges required to be paid hereunder notwithstanding any loss or damage to all or any part of the Pinseekers Facility or the related improvements or any interruption of Pinseekers' business from any cause.

4. **Access Rights.**

(a) For the period from the execution hereof and until the Commencement Date (such period is referred to as the **"Early Access Period"**), and notwithstanding the fact that the Commencement Date has not yet occurred, Pinseekers shall:

¹ By way of example, if the last day of the Term occurs on August 31st of a calendar year and the Gross Revenue generated by the operation of the Pinseekers Facility as of such date equals \$5,000,000.00, then the amount of the Percentage Rent would equal \$130,889.85 (*i.e.*, $\$5,000,000.00 / 8 \text{ months} = \$625,000.00$ Gross Revenue generated per month; $\$625,000.00$ Gross Revenue generated per month $\times 12 \text{ months} = \$7,500,000.00$ of extrapolated Gross Revenue generated for the calendar year; $\$7,500,000.00$ extrapolated Gross Revenue - $\$5,000,000.00$ threshold = $\$2,500,000.00$ Excess Gross Revenue; $\$2,500,000.00 \times 7\% = \$175,000.00$ Percentage Rent for full calendar year; $\$479.45$ Excess Gross Revenue per day (*i.e.*, $\$175,000.00 / 365 \text{ days} = \479.45 per day) $\times 273 \text{ days}$ (*i.e.*, number of calendar days elapsed during such calendar year as of August 31st termination date) = $\$130,889.85$ Percentage Rent for pro rata portion of calendar year) and would be payable on August 31st (*i.e.*, the last day of the Term).

(i) have non-exclusive access to the Subleased Premises for the purpose of grading, infrastructure development, construction, and installation of utilities, furniture, fixtures and equipment in respect of the Pinseekers Facility, which early access shall not trigger occupancy and shall be rent free during the Early Access Period;

(ii) with the exception of the provisions of Section 3 hereof, be subject to and required to comply with all provisions of this Sublease at all times during the Early Access Period notwithstanding the fact that the Commencement Date has not yet occurred; and

(iii) not unreasonably interfere with the presence of DRA, the City and/or their respective architects, engineers, contractors, employees, agents and/or representatives during the Early Access Period.

(b) During the Early Access Period and except as otherwise permitted herein, DRA shall not, nor will it permit any of its architects, engineers, contractors, employees, agents and/or representatives, to unreasonably interfere with the presence or activities of Pinseekers on the Subleased Premises.

(c) At all times during the Early Access Period and the Term, DRA reserves for itself, the City and any public utility company, as may be appropriate, the right of ingress to and egress from the Subleased Premises at all reasonable times for the purposes of reconstructing, maintaining and/or servicing utilities, if any, located within the boundary lines of the Subleased Premises, and to operate, service, maintain, repair, replace and/or reconstruct utilities, water mains, sanitary and storm sewer mains, trails, sidewalks, curbs, driveways and their appurtenances, if any, located in, on and/or adjacent to the Subleased Premises, *provided* that any entry shall, at all times, be conducted in a reasonable manner and without any undue interruption or interference with the business and activities of Pinseekers.

5. **Construction of Pinseekers Facility and Related Improvements.**

(a) At the sole cost and expense of Pinseekers RECo, but subject to the obligations of DRA under Section 5(b), Pinseekers RECo shall promptly commence and diligently prosecute until full completion (i) the construction and development of the Pinseekers Facility and the related improvements on the Subleased Premises and (ii) improvements to the parking areas surrounding the Subleased Premises, which construction and development shall be substantially completed on or before April 1, 2026, subject to unavoidable delays that are not caused by Pinseekers and/or their respective architects, engineers, contractors, employees, agents and/or representatives (in which case the date for substantial completion shall be correspondingly set back by the same number of days involved in the period of unavoidable delays). Such construction shall at all times be performed in accordance with the Construction Documents (as hereinafter defined) and all applicable federal, state and local laws, ordinances, rules, regulations, and other legal

requirements; and Pinseekers shall not construct any permanent improvements on the Subleased Premises over or within the boundary lines of any easement for public utilities unless approved by DRA, the City and/or any applicable utility company in writing. For purposes of this Sublease, "**Construction Documents**" means the contracts, plans, and specifications entered into from by or on behalf of Pinseekers from time to time in connection with and for the construction of the Pinseekers Facility and any associated improvements, all of which Construction Documents shall be subject to the review and approval (not to be unreasonably withheld, conditioned or delayed) of DRA.

(b) As a condition to and to facilitate Pinseekers RECo's obligations under Section 5(a), DRA shall (i) deliver the Subleased Premises to Pinseekers RECo as a shovel-ready site and (ii) provide or contribute, in such manner or form as DRA may determine in its sole discretion, up to \$1,000,000.00 in respect of improvements in or around the Subleased Premises, which may include, without limitation, improvements to the parking areas surrounding the Subleased Premises.

6. **Title to Pinseekers Facility and Related Improvements.** So long as this Sublease remains in full force and effect, the Pinseekers Facility and the related improvements are and shall be the property of Pinseekers, but upon termination of this Sublease for any reason whatsoever all of Pinseekers' right, title, and interest in and to the Pinseekers Facility and the related improvements shall cease and terminate, and title to the Pinseekers Facility and the related improvements shall automatically vest in DRA and/or the City, at which time Pinseekers shall surrender the Pinseekers Facility and the related improvements to DRA and/or the City. No further deed or other instrument shall be necessary to confirm the vesting of title to the Pinseekers Facility and the related improvements in DRA and/or the City; however, upon termination of this Sublease, Pinseekers, shall, upon request of DRA and/or the City, execute, acknowledge and deliver to DRA and/or the City a quitclaim deed confirming that all of Pinseekers' right, title and interest in or to the Pinseekers Facility and the related improvements has expired and/or otherwise terminated, and that title to the Pinseekers Facility and the related improvements has vested in and become the property of DRA and/or the City, free and clear of all liens, claim, and encumbrances. For avoidance of doubt, the Parties expressly acknowledge and agree that (a) Pinseekers' names, trademarks, and other intellectual property (collectively, the "**Pinseekers IP**") and (b) all trade fixtures other personal property are the property of Pinseekers (collectively, the "Personal Property"), and that neither DRA nor the City shall have any right, title, claim or interest in or to the Pinseekers IP or Personal Property, whether during or after the Term.

7. **Transferability of Sublease; Sharing of Subleasing Revenue.**

(a) Except for the OpCo Sublease and except as expressly permitted by Section 7(b), this Sublease may not be transferred, assigned, sold, subleased, or otherwise disposed, in whole or in part, without the prior written consent of DRA, which consent shall not be unreasonably withheld, conditioned and/or delayed.

(b) Subject to providing DRA with reasonably satisfactory evidence that the Permitted Transferee (as hereinafter defined) meets the Suitability Requirements (as hereinafter defined), Pinseekers shall have the right to assign or sublet the Sublease to any

Permitted Transferee upon notice to, but without the prior written consent of, DRA. For purposes of this Section 7, the following terms have the following meanings:

“Permitted Transferee” means (i) any entity resulting from a merger or consolidation with Pinseekers RECo; (ii) any entity succeeding to a significant portion of the Pinseekers RECo’s membership units, assets or offices of Pinseekers RECo in the geographic area where the Subleased Premises is located; or (iii) any parent, subsidiary or affiliate of Pinseekers RECo having direct or indirect common ownership or control with Pinseekers RECo.

“Suitability Requirements” means, with respect to any purported Permitted Transferee: (i) the financial capability to perform all of the obligations of Pinseekers under this Sublease and the Operations Agreement, which financial capability shall be substantiated by such Permitted Transferee’s audited financial statements for its most recently completed fiscal year or such other evidence that may be satisfactory to DRA in its reasonable discretion; and (ii) its compliance with or satisfaction of, as the case may be, any laws, rules, requirements, and/or conditions (if any) promulgated by the Iowa Racing and Gaming Commission (**“IRGC”**), the State of Iowa and/or the City applicable to (A) such Permitted Transferee, (B) the Subleased Premises, the Pinseekers Facility and the related improvements, and/or (C) DRA’s ability to enter into a contract or agreement with a third party.

(c) In the event of Pinseeker’s assignment or sublease of this Sublease to a Permitted Transferee, DRA and Pinseekers shall equally share all profits resulting from any such assignment or sublease (“profits” being defined as the amount of rent payable by such assignee or subtenant – after deduction of any expenses incurred by Pinseekers in connection with such assignment or sublease – in excess of the rent otherwise payable by Pinseekers hereunder).

(d) Notwithstanding anything to the contrary herein, no transfer, assignment, sale, sublease, or otherwise disposition, in whole or in part, of this Sublease and/or the Subleased Premises will (i) be effective unless and until such transferee, assignee, purchaser, or subtenant executes and delivers to DRA an assignment and assumption agreement (in form and substance reasonably satisfactory to DRA), pursuant to which such transferee, assignee, purchaser or subtenant expressly agrees in writing to assume and perform all obligations of Pinseekers hereunder or (ii) release Pinseekers RECo of any of its obligations under this Sublease, unless such release is expressly agreed to in writing by DRA.

8. **Use of Subleased Premises.** Pinseekers shall construct and operate the Pinseekers Facility and the related improvements as provided in this Sublease, the OpCo Sublease, the Operations Agreement, and the Development Agreement (as defined in Section 10(b)), and Pinseekers shall not knowingly use or allow the Subleased Premises, the Pinseekers Facility, and/or any other buildings or improvements thereon or any appurtenances thereto to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy. Pinseekers shall

not permit any act to be done or any condition to exist within or on the Subleased Premises, the Pinseekers Facility, or any buildings or in improvement thereon, or permit any article to be brought therein, which (a) is dangerous, (b) may constitute a nuisance, or (c) may make void or voidable any insurance in force with respect to the Subleased Premises, the Pinseekers Facility, and/or any other buildings or improvements thereon. The Parties agree that both normal customer use or prohibited customer misuse of the driving range may result in danger, but such customer use or misuse shall not be consider a "dangerous" condition for purposes of this provision, as long as Pinseekers is taking reasonable action to control and eliminate such customer action or misuse.

In addition to the foregoing, Pinseekers agrees that it will at all times hold the Subleased Premises available for use by the general public without regard to membership in the protected classes covered by Title 8 of the City code, as amended.

9. **Operating Expenses; Maintenance of Subleased Premises; Capital Improvements; Compliance with Operations Agreement; Compliance with Development Agreement.** Except as otherwise expressly provided herein, Pinseekers shall, at all times during the Early Access Period and the Term and at its own expense: (a) be responsible for and pay all costs, expenses, and obligations of every kind and nature relating to the Pinseekers Facility and the Subleased Premises that may accrue or become due during the Early Access Period and/or the Term including, without limitation, all utilities (including, without limitation, gas, electric, water, telephone, and internet/data utilities) and other services consumed or otherwise utilized by Pinseekers in the occupancy and/or operation of the Pinseekers Facility and the Subleased Premises, all associated property taxes, all insurance, and all other building or other operating expenses; (b) maintain, preserve, and keep the Subleased Premises (and all equipment and furnishings thereon and therein) in good repair, working order and condition; (c) make mutually agreed upon renovations and capital improvements from time to time to ensure that the Pinseekers Facility and the related improvements are maintained in a condition consistent with or higher than other similarly classed operations; (d) replace equipment and furnishings located on or in the Subleased Premises from time to time as necessary to maintain brand standards; (e) comply with all covenants and requirements set forth in the Operations Agreement; and (f) comply with all covenants and requirements set forth in the Development Agreement to the extent such covenants and requirements are applicable to it as the owner or operator of the Pinseekers Facility and/or as the subtenant of the Subleased Premises. Except to the extent expressly set forth in this Sublease or in the Operations Agreement, DRA shall not be required at any time to furnish any facilities or services to the Pinseekers Facility or the Subleased Premises or to make any repairs, replacements, changes (structural or otherwise), additions or alterations to the Pinseekers Facility, the Subleased Premises, or any related improvements or other property related thereto or located thereon.

10. **Property Taxes; Effect of Development Agreement.**

(a) Subject to the provisions of clause (b) of this Section 10, Pinseekers shall pay all property taxes levied and/or assessed against the Subleased Premises as and when the same become due and payable during the Term.

(b) The Parties acknowledge that DRA, at the request of Pinseekers, has requested that the City provide a 10-year abatement of real property taxes in respect of the

Subleased Premises pursuant to a development agreement to be entered into by and between the City and DRA, which development agreement may contain certain requirements and obligations applicable to Pinseekers as the owner or operator of the Pinseekers Facility and/or as the subtenant of the Subleased Premises (the "**Development Agreement**"). If the City and DRA fail to enter into the Development Agreement prior to the Commencement Date, then Pinseekers shall be entitled to a credit for any real property taxes paid by it pursuant to Section 10(a) hereof for the first 7 years of this Sublease. If the City and DRA enter into the Development Agreement and a default occurs thereunder as a result of the acts or omissions of Pinseekers (e.g., the failure of Pinseekers to comply with the requirements and obligations under the Development Agreement applicable to it as the owner or operator of the Pinseekers Facility and/or as the subtenant of the Subleased Premises), then Pinseekers shall be responsible for the payment of any and all taxes and other amounts that may come due as a consequence of such default.

11. **Indemnification.**

(a) Pinseekers shall defend, indemnify and hold DRA, the City, and each of their respective officers, employees and agents, harmless from and against any and all claims, suits, actions, penalties, damages (including, but not limited to, costs, reasonable attorneys' fees, expenses and liabilities incurred by DRA and/or the City in connection with or as a result of), and causes of action of any kind arising as a result of Pinseekers presence on or occupancy of the Subleased Premises during the Early Access Period and/or the Term including, but not limited to, claims, suits, actions, penalties, damages or causes of action, the investigation thereof, or the defense of any action or proceeding brought thereon, stemming or arising from such presence or occupancy; any of Pinseekers' operations occurring at the Subleased Premises; the failure by Pinseekers to keep, maintain and abide by each and every covenant of this Sublease on its part to be kept and performed; or as a result of any negligent act, error or omission of Pinseekers, its employees or agents, or third party contractors; *provided, however*, that notwithstanding the foregoing: Pinseekers shall not be required to provide such defense and indemnification with respect to any claims, suits, actions, penalties, damages and/or causes of action stemming from (i) any action or omission taken by Pinseekers with the full knowledge and express consent of DRA and the City, or (ii) any negligent act, error or omission of DRA, the City, and/or any of their respective employees, agents, or third party contractors.

(b) DRA shall defend, indemnify and hold Pinseekers and each of their respective officers, employees and agents, harmless from and against any and all claims, suits, actions, penalties, damages (including, but not limited to, costs, reasonable attorneys' fees, expenses and liabilities incurred by Pinseekers in connection with or as a result of), and causes of action of any kind arising as a result of DRA's presence on the Subleased Premises during the Early Access Period and/or the Term including, but not limited to, claims, suits, actions, penalties, damages or causes of action, the investigation thereof, or the defense of any action or proceeding brought thereon, stemming or arising from such presence; the failure by DRA to keep, maintain and abide by each and every covenant of this Sublease on its part to be kept and performed; or as a result of any negligent act, error or omission of DRA, its employees or agents, or third party contractors; *provided, however*,

that notwithstanding the foregoing: DRA shall not be required to provide such defense and indemnification with respect to any claims, suits, actions, penalties, damages and/or causes of action stemming from (i) any action or omission taken by DRA with the full knowledge and express consent of Pinseekers, or (ii) any negligent act, error or omission of Pinseekers and/or any of their respective employees, agents, or third party contractors.

12. **Insurance.** Pinseekers shall provide and maintain or cause to be maintained, at its sole cost and expense (and from time to time at the request of DRA shall furnish proof of the payment of premiums on), insurance as follows:

(a) during the Early Access Period and continuing throughout the duration of the Term, all insurance (including liability insurance) as set forth in the City's standard Insurance Schedule for Lessees of City Property (the current form of which is attached hereto and incorporated herein as **Exhibit D**), as such schedule may from time to time be amended;

(b) at all times during the construction of the Pinseekers Facility and the related improvements (including during the Early Access Period and regardless of whether the Commencement Date has occurred), builder's risk insurance, written on the Special Perils Form in an amount equal to one hundred percent (100%) of the replacement value of the Pinseekers Facility and the related improvements as the same shall exist from time to time during the construction process; and

(c) upon completion of construction of the Pinseekers Facility and the related improvements, property insurance against loss and/or damage to the Pinseekers Facility and the related improvements under an insurance policy written on the Special Perils Form in an amount not less than the full insurable replacement value thereof.

For purposes of this Section 12, the term "replacement value" means the actual replacement cost of the Pinseekers Facility and the related improvements. All policies of insurance required hereunder shall name each of DRA and the City as an additional insured and loss payee with respect to the Subleased Premises, the Pinseekers Facility and the related improvements and shall be endorsed to provide a thirty-day advanced notice of cancellation, material change, or non-renewal of any coverage.

13. **Default by Pinseekers; Remedies upon Default by Pinseekers.**

(a) Each of the following events shall be deemed to be an "**Event of Default**" by Pinseekers under this Sublease:

(i) the failure of Pinseekers to comply with any term, provision or covenant of this Sublease within thirty (30) days (or ten (10) days, in the case of any failure to pay any Base Rent, Percentage Rent, or any taxes, assessments, and other charges required to be paid by Pinseekers under this Sublease) after DRA delivers written notice of such default to Pinseekers; provided that, in the case of a nonmonetary failure only, if such failure cannot with due diligence be remedied by

Pinseekers within such thirty (30) day period, and if Pinseekers commences to remedy such failure within such thirty (30) day period and thereafter prosecutes such remedy with reasonable diligence, the period of time for remedy of such failure shall be extended so long as Pinseekers continues to prosecute such remedy with reasonable diligence; provided that such extended cure period shall in no event extend beyond sixty (60) days following the date of Pinseekers' receipt of the written notice of default pursuant to this Section 13(a)(i).

(ii) the commencement of proceedings by or against Pinseekers in any court under a bankruptcy act or for the appointment of a trustee or receiver of Pinseekers; provided that, in the event such proceedings are commenced by someone other than Pinseekers, such proceedings are not dismissed within thirty (30) days of the filing date;

(iii) Pinseekers becoming insolvent, making a fraudulent transfer, or making an assignment for the benefit of creditors;

(iv) the vacation or abandonment of all or a substantial portion of the Subleased Premises, whether or not Pinseekers is in default of the payments of Base Rent or Percentage Rent due under this Sublease at the time of such vacation or abandonment, without DRA's consent. "Abandonment" for purposes of this Section 13(a)(iv) means Pinseekers' failure, for more than one hundred eighty (180) consecutive days, to (A) diligently prosecute the construction of the Pinseekers Facility and the related improvements during the Early Access Period and/or (B) engage in its usual and customary business activities on the Subleased Premises from and after the Commencement Date;

(v) the failure of Pinseekers to discharge any mechanics lien or other lien or encumbrance placed upon the Subleased Premises within thirty (30) days after such lien or encumbrance is filed of record against the Subleased Premises, except to the extent such lien or encumbrance is being contested by Pinseekers in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles;

(vi) the failure of Pinseekers to obtain its occupancy certificate from the City with respect to the Pinseekers Facility on or before April 1, 2027;

(vii) the failure of Pinseekers OpCo to enter into an operations agreement with DRA prior to the earlier of (A) April 1, 2026, and (B) the opening of the Pinseekers Facility to the public, which operations agreement shall, among other things, govern and/or set forth the obligations of Pinseekers OpCo and/or DRA, as applicable, in respect of the operation of the Pinseekers Facility and the related improvements including, without limitation, matters such as insurance requirements; hours of operation; liquor license(s); permitted lines of business; financial and operation reporting requirements; audit and inspection rights; marketing; parking lot usage and maintenance; snow removal; landscaping;

signage; general maintenance; and capital improvements (the “Operations Agreement”);

(viii) the failure of Pinseekers OpCo to comply with any term or condition of the Operations Agreement; and

(ix) any act or omission by Pinseekers that jeopardizes or adversely impacts any license or authorization issued by IRGC to DRA.

(b) Upon the occurrence of any Event of Default, DRA shall have the option, in its sole discretion, to pursue any remedy available to it in law or in equity, without releasing Pinseekers from any obligation under this Sublease, including but not limited to the following:

(i) DRA may declare this Sublease to be terminated by providing a written notice of such termination to Pinseekers. In such event, DRA shall be entitled to seek a judgment against Pinseekers for the balance of the rent agreed to be paid for the Term provided herein, *plus* all expenses of DRA in regaining possession of the Subleased Premises and the reletting thereof, including reasonable attorneys’ fees and court costs;

(ii) DRA may declare this Sublease to be forfeited and shall give Pinseekers a written notice of such forfeiture, and may, at that time, give Pinseekers the notice to quit provided for in Chapter 648 of the Code of Iowa;

(iii) the right to enter the Subleased Premises, without termination of this Sublease, and perform any covenant or agreement or cure any condition creating or giving rise to an Event of Default under this Sublease, and Pinseekers shall pay to DRA on demand, as additional rent hereunder, the amount expended by DRA in performing such covenants or agreements or satisfying or observing such condition. DRA may, but need not, perform such term or condition, or make good such Event of Default, and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 18% per annum, from the date of advance until DRA has been reimbursed by Pinseekers for all such expenses, costs, and damages upon demand therefor by DRA.

(c) All rights and remedies of DRA hereunder are cumulative. Accordingly, the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to exercise any other, and all such rights and remedies may be exercised and enforced concurrently and whenever and as often as DRA deems desirable. Nothing contained herein shall be construed as imposing any enforceable duty upon DRA to relet the Subleased Premises or otherwise mitigate or minimize DRA’s damages by virtue of Pinseekers’ default. DRA shall not be liable in any manner, nor shall Pinseekers’ obligations hereunder be diminished, by the failure of DRA to relet the Subleased Premises or, in the event of reletting, to collect rent. Notwithstanding anything to the contrary in this Sublease, in the event DRA does not relet the Subleased Premises, Pinseekers shall

pay to DRA rent hereunder as it becomes due, and DRA shall not have the right to accelerate rent or any other amounts due hereunder unless and until it relets the Subleased Premises.

(d) No failure by DRA to insist upon strict performance of any term or condition of this Sublease or to exercise any right or remedy available on breach of this Sublease and no acceptance of full or partial Base Rent or Percentage Rent during the continuance of any such breach, shall constitute a waiver of any such breach, term or condition. No term or condition of this Sublease required to be performed by Pinseekers and no breach of this Sublease shall be waived, altered or modified, except by a written instrument executed by DRA. No waiver of any breach shall affect or alter any term or condition of this Sublease, and each such term or condition shall continue in full force and effect with respect to any other existing or subsequent breach of this Sublease.

(e) Pinseekers shall have the right to cure any Event of Default until the earlier of (i) the date that DRA has provided Pinseekers with a written notice of termination, (ii) the date that DRA has provided Pinseekers with a written notice of forfeiture, and (iii) the date that DRA has filed and served an action in law or in equity, in each case, pursuant to its' rights under subsection (b) above.

14. **Default by DRA; Remedies upon Default by DRA.** In the event of any default by DRA in the performance of any of its obligations or covenants under this Sublease, Pinseekers shall have the option to pursue any remedy available by law or equity, including, without limitation, an action for damages (including reasonable attorneys' fees) and a termination of this Sublease *if but only if*, prior to any such action Pinseekers has provided DRA with written notice specifying such default with particularity, and DRA shall have failed to cure such default within thirty (30) days of its receipt of such written notice. Notwithstanding the foregoing, if such default cannot with due diligence be remedied by DRA within such thirty (30) day period, and if DRA commences to remedy such failure within such thirty (30) day period and thereafter prosecutes such remedy with reasonable diligence, the period of time for remedy of such failure shall be extended so long as DRA continues to prosecute such remedy with reasonable diligence; provided that such extended cure period shall in no event extend beyond sixty (60) days following the date of DRA's receipt of the written notice of default pursuant in this Section 14. Unless and until DRA fails to so cure any default after receipt of such written notice as provided herein, Pinseekers shall not have any remedy or cause of action by reason of such default.

15. **Nature of Relationship.** The relationship created in this Sublease is a landlord-tenant relationship, and each Party shall be liable for its own actions and shall hold the other Parties harmless from any liability arising from the action of it or its agents or employees.

16. **Compliance with Applicable Laws.** Pinseekers, in the construction of the Pinseekers Facility and the related improvements and in the operation and management of its businesses, shall comply with all applicable federal, state, and local laws, ordinances and regulations.

17. **Right of Intervention.** DRA and the City shall have the right of, and Pinseekers shall not oppose any such, intervention in any suit or judicial or regulatory proceeding to which Pinseekers is a party to the extent such judicial or regulatory proceeding may affect the Subleased Premises or the rights of either DRA and/or the City therein.

18. **Discrimination.** In carrying out its activities, Pinseekers shall not discriminate against any employee or applicant for employment because of the protected classes covered by Title 8 of the City code, as amended. Pinseekers shall take affirmative action to assure that applicants for employment are employed and that employees are treated during employment without regard to their membership in a protected class, as outlined in Title 8 of the City code, as amended. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Pinseekers shall post notices setting forth the provisions of this nondiscrimination clause on employee bulletin boards; the notices shall state that all qualified applicants will receive consideration for employment with regard to the protected classes covered by Title 8 of the City code, as amended.

Pinseekers agrees and will undertake whatever affirmative measures are necessary so that no person shall, on the grounds of the protected classes covered by Title 8 of the City code, as amended, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity associated with operation of Pinseekers or any other operation on the Subleased Premises.

Pinseekers further agrees that the nondiscrimination provisions set forth herein shall be incorporated into any and all third-party contracts in respect of the Subleased Premises, any assignment of this Sublease and/or any sublease of all or any portion of the Subleased Premises.

19. **Representations and Warranties.**

(a) Each of Pinseekers RECo and Pinseekers OpCo represents and warrants to DRA that (a) each of Pinseekers RECo and Pinseekers OpCo has all necessary right, power and authority to enter into, execute, deliver and perform this Sublease, (b) neither Pinseekers RECo nor Pinseekers OpCo has employed, engaged or hired any broker or finder, other than Gronen Development, Inc., in connection with the transactions contemplated by this Sublease and/or the Operations Agreement that could give rise to a claim for a brokerage commission, finder's fee or other like payment, and (c) Pinseekers has paid (or will promptly pay when due) any commission, finder's fee or the like owing to Gronen Development, Inc. in connection with the transactions contemplated by this Sublease and/or the Operations Agreement.

(b) Except for the representations and warranties expressly set forth in this Section 19 or in the Operations Agreement, no Party makes any representation or warranty of any kind or nature whatsoever to any other Party. Further, Pinseekers acknowledges that: (i) the Subleased Premises is located on an island within the Mississippi River that has been utilized for various activities throughout its history, including as a landfill, which may give rise to special considerations or requirements in connection with the construction

of the Pinseekers Facility and the related improvements; and (ii) Pinseekers has examined the Subleased Premises and adjacent parking lots, knows the condition of them, and accepts them in their present condition and without any representations or warranties of any kind or nature whatsoever by DRA.

20. **Attorneys' Fees and Expenses.** All costs and expenses (including reasonable attorneys' fees) incurred by a Party as a result of any Event of Default by the other Party (whether or not any proceeding is instituted) or otherwise in connection with any action or proceeding affecting this Sublease or the Subleased Premises shall be paid to the non-defaulting Party promptly upon demand to defaulting Party.

21. **Amendments.** This Sublease may not be amended or modified by oral agreement or understanding between the Parties and may only be amended or modified pursuant to a written amendment or modification duly approved and executed by each of the Parties. Notwithstanding the foregoing, the Parties shall be required to enter into an amendment to this Sublease to the extent necessary to comply with any requirements of IRGC, including all matters required in order to obtain, maintain, and renew appropriate licenses required by state law.

22. **Severability.** If any provisions of this Sublease or any application thereof to any person or circumstance shall be held invalid by judicial decision, the invalidity shall not affect other provisions or applications of this Sublease that can be given effect without the invalid provision or application, and, to this end and extent, the provisions of this Sublease are severable.

23. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given on the third (3rd) day after the date mailed, by certified mail, return receipt requested and postage prepaid, to the Parties at the following addresses (or such other address for a Party as shall be specified in a notice given in accordance with this Section 23):

If to DRA:	Dubuque Racing Association, Ltd. Attn: Alex Dixon, President and CEO 1855 Greyhound Park Road Dubuque, Iowa 52001
With a copy to:	O'Connor & Thomas, P.C. Attn: Tonya A. Trumm 1000 Main Street Dubuque, Iowa 52001
If to Pinseekers:	Pinseekers Dubuque RE, LLC Pinseekers Dubuque Operations, LLC Attn: Ryan Ranguette and William Ranguette 1050 Lillian Street, Suite 300 Waunakee, Wisconsin 53597

With a copy to:

Schemmel Law, LLC
Attn: Mark A. Schemmel
6200 Mineral Point Road, Suite 100
Madison, Wisconsin 53705

24. **Signs.** Upon receipt of DRA's prior written approval, which shall not be unreasonably withheld, Pinseekers may, at its own expense and at a time mutually agreed upon by the Parties, install its trade name and logo on the Pinseekers Facility, subject to compliance with all applicable zoning and other laws.

25. **Holding Over.** Pinseekers shall immediately surrender possession of the Subleased Premises upon termination or expiration of the Term. If Pinseekers remains in possession of the Subleased Premises after the termination or expiration of the Term, such possession shall be as a month-to-month tenancy only, and Pinseekers shall be deemed to be in default hereunder. During such month-to-month tenancy, Pinseekers shall make all payments under the Sublease at one-hundred fifty percent (150%) of the Base Rent in effect during the last month of the Term, and the remaining provisions of this Sublease shall otherwise be applicable. Notwithstanding the foregoing, DRA's damages shall not be limited if Pinseekers holds over after the termination or expiration of this Sublease.

26. **Contingencies.** This Sublease and the effectiveness hereof are contingent upon the prior approval of the City Council of the City of Dubuque, Iowa, IRGC, and DRA's board of directors. This Sublease and the effectiveness hereof are further contingent upon Pinseekers obtaining financing for the construction contemplated hereby on or before March 1, 2025. In the event Pinseekers is unable to obtain acceptable financing on or before March 1, 2025, Pinseekers shall advise DRA in writing and this Sublease shall be null and void with no further obligation of any Party.

27. **Time for Performance.** Time is of the essence to perform the terms and provisions of this Sublease.

28. **Recitals and Exhibits.** The Recitals and exhibits references in this Sublease are incorporated by reference and are a part of this Sublease as if fully set forth herein.

29. **Entire Agreement.** This Sublease, together with the Operations Agreement, contains the entire agreement among the Parties with respect to the sublease of the Subleased Premises, and any statements, inducements or promises not contained herein or therein, as applicable, shall not be binding upon the Parties.

30. **Counterparts.** This Sublease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Sublease delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Sublease.

31. **Memorandum for Recording**. The Parties mutually agree that this Sublease or a memorandum hereof may be recorded, at DRA's option, if required by the City, IRGC, and/or DRA's lender(s).

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has executed this Sublease Agreement as of the date first written above.

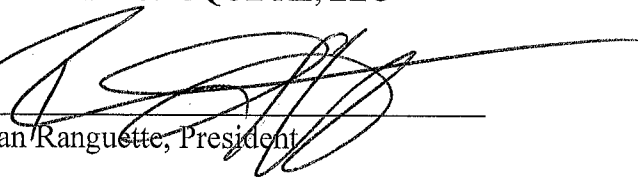
DRA:

DUBUQUE RACING ASSOCIATION, LTD.

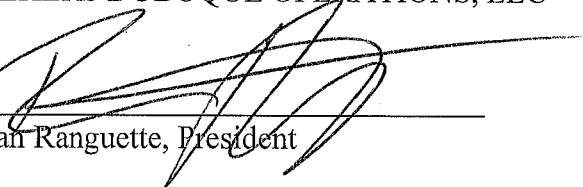
By: 
Alex Dixon, President and CEO

PINSEEKERS:

PINSEEKERS DUBUQUE RE, LLC

By: 
Ryan Ranguette, President

PINSEEKERS DUBUQUE OPERATIONS, LLC

By: 
Ryan Ranguette, President

[Signature Page to Sublease Agreement]

EXHIBIT A

DRA LEASED PARCEL

Lots 2 and 3 of CHAPLAIN SCHMITT ISLAND in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #2023-7679, records of Dubuque County, Iowa.

EXHIBIT B
SUBLEASED PREMISES

See attached.

LEASE EASEMENT – 'Q' CASINO (24179)

A LEASE AREA LYING WITHIN PARTS OF LOT 1, LOT 2, AND LOT 3 OF CHAPLAIN SCHMITT ISLAND IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF CHAPLAIN SCHMITT ISLAND AND RUNNING THENCE SOUTH 23 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, 138.28 FEET;

THENCE SOUTH 66 DEGREES 42 MINUTES 23 SECONDS EAST, 6.00 FEET;

THENCE SOUTH 23 DEGREES 47 MINUTES 55 SECONDS WEST, 170.69 FEET;

THENCE NORTH 66 DEGREES 24 MINUTES 37 SECONDS WEST, 749.48 FEET;

THENCE NORTH 23 DEGREES 17 MINUTES 34 SECONDS EAST, 201.59 FEET TO THE NORTH LINE OF LOT 1 OF SAID CHAPLAIN SCHMITT ISLAND;

SOUTH 89 DEGREES 12 MINUTES 25 SECONDS EAST ALONG NORTH LINE SAID LOT 1, 84.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTHEASTERLY ALONG SAID NORTH LINE OF LOT 2 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

SOUTH 89 DEGREES 12 MINUTES 25 SECONDS EAST, 18.58 FEET;

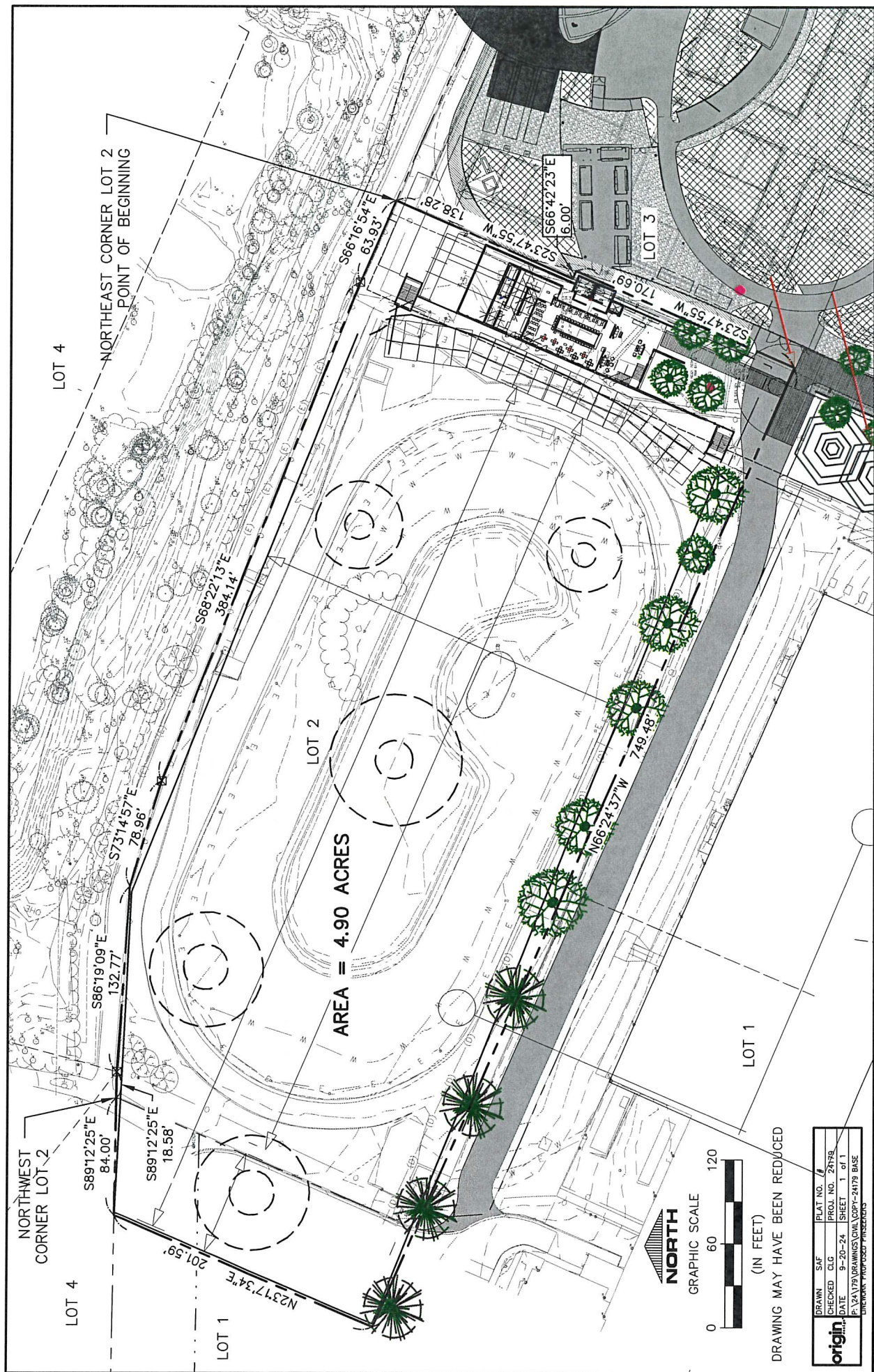
SOUTH 86 DEGREES 19 MINUTES 09 SECONDS EAST, 132.77 FEET;

SOUTH 73 DEGREES 14 MINUTES 57 SECONDS EAST, 78.96 FEET;

SOUTH 68 DEGREES 22 MINUTES 13 SECONDS EAST, 384.14 FEET;

SOUTH 66 DEGREES 16 MINUTES 54 SECONDS EAST, 63.93 FEET TO SAID NORTHEAST CORNER OF LOT 2 AND THE POINT OF BEGINNING.

CONTAINING 4.90 ACRES, MORE OR LESS.



DRAWN	SAF	PLAT NO.	18
CHECKED	CLG	PROJ. NO.	2478
DATE	9-20-24	SHEET	1 of 1
P:\24\179\DRAWINGS\CIVIL\COPY-24179 BASE			
UNIFORM PROPOSED PROJECTIONS			

EXHIBIT C
OPCO SUBLEASE

See attached.

EXHIBIT D CITY INSURANCE SCHEDULE

City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way Licensees or Permittees

INSURANCE SCHEDULE A

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated December 14, 2021.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, licensee & 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 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 mutual agreement of the parties.

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

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 form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others Endorsement.

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.

City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees

INSURANCE SCHEDULE A (Continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. 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 2010, (Ongoing operations) or its equivalent and CG 2037 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

☒ Yes ☐ No

Evidence of property coverage provided: ☒ Yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS \$1,000,000

☒ Yes ☐ No

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

F) FLOOD INSURANCE

☒ Yes ☐ No

If Required Coverage Federal Flood Program Maximum

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

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 according to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE:	Contracted Services Agreement - Crescent Community Health Center
SUMMARY:	City Manager recommending City Council approve the attached Contracted Services Agreement with Crescent Community Health Center and authorize the Mayor to execute the contract on behalf of the City.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo: 2024.11.05 FY25 MVM Memo Contracted Services Agreement - Crescent Community Health Center
3. Contract: 2024.11.05 FY25 Crescent Community Health Center Agreement

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

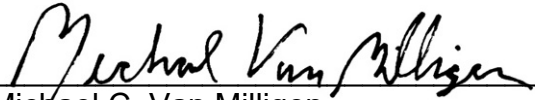
SUBJECT: Contracted Services Agreement – Crescent Community Health Center

DATE: November 13, 2024

Public Health Director Mary Rose Corrigan is recommending City Council approve the attached Contracted Services Agreement with Crescent Community Health Center and authorize the Mayor to execute the contract on behalf of the City.

The adopted Fiscal Year 2025 operating budget reflects payments of \$25,000 to Crescent Community Health Center each year for financial assistance to cover operating expenses relating to access to affordable medical, dental, and behavioral health care to underserved populations and \$25,000 for the services related to health, wellness, and chronic disease. Crescent will engage vulnerable and underserved populations to facilitate the needs and gaps identified in the most current Community Needs Assessment and Health Improvement Plan. This addresses the city council goal of a "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable."

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Mary Rose Corrigan, Public Health Director

TO: Michael C. Van Milligen, City Manager

FROM: Mary Rose Corrigan, Public Health Director

SUBJECT: Contracted Services Agreement – Crescent Community Health Center

DATE: November 5, 2024

DISCUSSION

Attached for City Council approval is the Contracted Services Agreement with Crescent Community Health Center for Fiscal Year 2025. Crescent Community Health Center furthers the City of Dubuque Goals: Partnership for a Better Dubuque: Building our community that is viable, livable, and equitable, and Vibrant Community: Healthy and Safe. Crescent Community Health Center utilizes these funds to provide access to primary medical, dental, and behavioral health care to underserved community members and improve health equity. Crescent is part of the Health Services Department equity plan in addressing health disparities and assuring access to health care.

The adopted Fiscal Year 2025 operating budget reflects payments of \$25,000 to Crescent Community Health Center each year for financial assistance to cover operating expenses relating to access to affordable medical, dental, and behavioral health care to underserved populations and \$25,000 for the services related to health, wellness, and chronic disease. Crescent will engage vulnerable and underserved populations to facilitate the needs and gaps identified in the most current Community Needs Assessment and Health Improvement Plan. This addresses the city council goal of a "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable."

The reporting requirements are as follows:

1. Progress reports will be submitted quarterly.
2. Reports will be submitted using a form on the City's website.
3. Reports will include equity and key performance indicators.
4. Audit reports are due within 60 days of audit completion.

I recommend that the City Council approve the attached Contracted Services Agreement with Crescent Community Health Center and authorize the Mayor to execute the contract on behalf of the City.

MRC:cm

**AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
CRESCENT COMMUNITY HEALTH CENTER**

THIS AGREEMENT, dated for reference purposes the 18th day of November 2024, is made and entered into by and between the City of Dubuque, Iowa (City) and Crescent Community Health Center (Agency).

WHEREAS, City desires to engage the service of Agency to provide access to primary medical, dental, and behavioral health care to underserved community members; and

WHEREAS, Agency is willing to provide such services to City upon the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Service

Agency shall:

- a) further the City of Dubuque Goal: Partnership for a Better Dubuque: Building our community that is viable, livable and equitable.
- b) provide access and affordable medical, dental, and behavioral health care to underserved community members, focusing on vulnerable and underserved residents who often face service barriers and who are lacking resources and comply with City Council goals and priorities set forth in Attachment A; and
- c) offer general illness and obesity prevention services through Wellness Center staff person who performs health and exercise coaching, nutrition education, obesity reduction programs, nicotine cessation programs, and stress management, and offer primary medical/dental care plus wellness services in rented onside space as listed in Attachment B; and
- d) support the City's efforts to be a viable, livable, and equitable community, and to advance equity and inclusion.

2. City Responsibilities

City designates the Public Health Director 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.

City will provide opportunities to demonstrate this support by inviting the Executive Director of the Agency and any employees working on services covered by this agreement to participate in the following professional development opportunities and supporting activities:

- a) The opportunity to be active and engaged participants in Inclusive Dubuque peer learning opportunities and strategic efforts;
- b) The opportunity to attend intercultural and equity workshops offered by the City, including workshops that focus on developing an intercultural team with a strategic plan for advancing equity and inclusion within the Agency and through the Agency's work;
- c) Assistance in creating semi-annual status reports that demonstrate the ways in which the Agency's efforts are advancing equity and inclusion; and
- d) Access to the City's equity toolkit.

3. Time of Performance

The term of this Agreement shall be from July 1, 2024, through June 30, 2025.

4. Compensation

City shall pay Agency \$50,000 as compensation for the services provided by Agency, July 1, 2024- June 30, 2025, related to access of affordable primary care and wellness services which payment shall constitute full and complete compensation for such services. Services and outcomes will be reported using patient outcome KPI's along with disaggregated data as listed in Attachment B.

The compensation shall be paid by City to Agency upon receipt by City of a requisition for such sum from Agency.

5. Audit and Evaluation

Inasmuch as the funds to be provided to Agency by City are public funds, Agency agrees that it will maintain books of account in accordance with Generally Accepted Accounting Standards together with necessary documentation to support all expenditures. The records of Agency, including payroll accounts and other records of disbursements and receipts, and other records relating to the performance of the activities herein specified, shall be made available for inspection by City or any Certified Public Accountant acting on its behalf, in order to ascertain performance of Agency under this Agreement. Agency agrees to retain such records for not less than three (3) years.

6. Reporting and Monitoring

Agency shall comply with the City of Dubuque's Reporting and Monitoring requirements by using the following link to submit quarterly online reports detailing Agency activities related to the use of City funds provided to Agency:

<https://www.cityofdubuque.org/FormCenter/Budget-15/Contracted-Services-Performance-Report-208>

The online quarterly reports shall be due on Feb 15, 2025, April 15, 2025, and July 15, 2025. Such reports shall include a performance report on the program(s) supported by City funds and a financial report on the use of City funds.

If Agency has an annual audit performed, Agency shall provide City a copy of the annual audit report within 60 days of audit completion. The Audit shall be submitted as either an electronic or paper document to the Public Health Director.

7. Discrimination

In carrying out the services under this Agreement, Agency shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, familial status, national origin, religion, sexual orientation, gender identity, or physical/mental disability. Agency shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment without regard to race, creed, color, sex, age, familial status, national origin, religion, sexual orientation, gender identity, or physical/mental disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Agency assures that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, familial status, national origin, religion, sexual orientation, gender identity or physical/mental disability.

Agency agrees and will undertake whatever affirmative measures are necessary so that no person shall be excluded from participation in, be denied the benefits of, nor be subjected to discrimination under any program or activities funded in whole or in part with any of the funds made available to Agency under the terms of this Agreement because of race, creed, color, sex, age, familial status, national origin, religion, sexual orientation, gender identity, or physical/mental disability.

8. Termination of Agreement

If, through any cause, Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to Agency of such and specifying the effective date thereof not less than thirty days before the effective date of such termination. If Agency shall fail to cure its default to the satisfaction of City in City's sole discretion within such thirty-day period, this Agreement shall be deemed terminated at the end of such thirty-day period without further action of either party.

Upon termination of this Agreement, Agency shall return to City all unexpended funds and/or any funds utilized for purposes other than stated in the Agreement.

9. Assignability

Agency shall not assign any interest in this Agreement without the prior written approval of City.

10. Insurance

At the time of execution of this Agreement by Agency, Agency shall provide City copies of Agency's insurance certificates showing compliance with the insurance requirements of Insurance Schedule J, included as Attachment C.

CITY OF DUBUQUE, IOWA

CRESCENT COMMUNITY HEALTH CENTER

Brad M. Cavanagh, Mayor



Chad Wolbers
CEO

Witness:

Adrienne N. Breitfelder, City Clerk

2024–2026

DUBUQUE CITY COUNCIL

GOALS & PRIORITIES

LOOKING AHEAD

Over the course of three sessions in August, City Council members affirmed the 15-year vision statement and mission statement and identified eight five-year goals for the city.

They also identified top and high priorities for a 2024–2026 policy agenda as well as in-progress projects and capital projects for 2024–2026.

POLICY AGENDA

Policy agenda items are issues that need direction or a policy decision by the City Council, or need a major funding decision by the City Council, or issues that need City Council leadership in the community or with other governmental bodies. The policy agenda is divided into top priorities and high priorities.

2024 – 2026 Top Priorities *(in alphabetical order)*

- Air Service Future Strategy and Action Plan: Major Airline Hub Connections
- Central Avenue Revitalization Plan Implementation
- Construction of 14th Street Railroad Overpass and 16th Street Corridor Complete Streets Improvements: RAISE Grant and Matching Funds
- Police Department Staffing and Hiring
- Street Maintenance/Rehabilitation Program

2024 – 2026 High Priorities *(in alphabetical order)*

- Catfish Creek Sanitary Sewer Project: Old Mill Road Lift Station Project
- Chaplain Schmitt Island Development
- City Workforce Retention and Attraction
- Comprehensive Study of Fire Station Locations and Staffing
- Parks Maintenance/Refresh Action Plan



BRAD M. CAVANAGH
MAYOR



RIC W. JONES
AT-LARGE



DAVID T. RESNICK
AT-LARGE



SUSAN R. FARBER
1ST WARD



LAURA J. ROUSSELL
2ND WARD



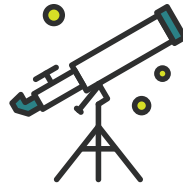
DANNY C. SPRANK
3RD WARD



KATY A. WETHAL
4TH WARD

VISION STATEMENT

Dubuque 2039 is a sustainable and resilient city and an inclusive and equitable community where ALL are welcome. Dubuque 2039 has preserved our Masterpiece on the Mississippi, has a strong diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyle; have a choice of quality, livable neighborhoods; and have an abundance of fun things to do; and are engaged in the community.



MISSION STATEMENT

Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government's mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community's future; and facilitate access to critical human services.



FIVE-YEAR GOALS: 2024 – 2026

- **Vibrant Community:**
Healthy and Safe
- **Financially Responsible, High-Performance City Organization:**
Sustainable, Equitable, and Effective Service Delivery
- **Robust Local Economy:**
Diverse Businesses and Jobs with Economic Prosperity
- **Livable Neighborhoods and Housing:**
Great Place to Live
- **Sustainable Environment:**
Preserving and Enhancing Natural Resources
- **Connected Community:**
Equitable Transportation, Technology Infrastructure, and Mobility
- **Diverse Arts, Culture, Parks, and Recreation Experiences and Activities**
- **Partnership for a Better Dubuque:**
Building Our Community that is Viable, Livable, and Equitable



MANAGEMENT IN PROGRESS & MAJOR PROJECTS

Under each City Council goal are items listed as **Management in Progress** and **Major Projects**. These are items and projects that are underway and budgeted. Staff is implementing and providing updates to City Council.

Vibrant Community

Management in Progress

- 911 Center Prepared Live Software: Funding
- 911 Center Relocation, Technology, and Staffing
- Animal Control Ordinance Update: Adoption
- Diversity, Equity, Inclusion, and Belonging: City & Department Action Plans
- Equitable Fines and Fees Reform Pilot Program Implementation
- Fire Department Community Risk Reduction Strategic Plan
- Fire Equipment Acquisition: Two Ambulances and Fire Boat
- Fire Protective Gear Replacement: Funding and Acquisition
- Law Enforcement Mental Health and Wellness Check-Ins
- License Plate Reader Cameras: Implementation
- Opioid Settlement Planning and Response in Partnership with Dubuque County
- Pet Licensing Systems Implementation
- Public Health Preparedness Emergency Response Plan Update
- Public Safety Radios Upgrade
- Public Safety Workforce Diversification
- School Resource Office Program Expansion: Report
- Traffic and Security Cameras Deployment
- Veterinarian Services Contract with Animal Control

Major Projects

- Fire Headquarters Bunk Room Remodel, HVAC, and Fire Administration Office Update
- Fire Training Center Burn Tower Improvement Project

Financially Responsible, High-Performance City

Management in Progress

- Adopt-A-Spot/Volunteer Management GIS Application
- City Bond Rating: Updated Credit Rating
- City Legislative Advocacy Agenda and Action Plan 2025
- City Organization Safety Program: Review, Update, and Training
- Commercial Banking Services: Implementation
- Citizen Response Management System Replacement: Implementation
- Cyber Security Enhancements: Training and Tool
- Data Governance: Direction and Funding
- Debt and Investment Management Software: RFP and Installation
- Enterprise Asset Management System and Work Order System: Funding & RFQ
- Enterprise Resource Planning Software Implementation
- Future City Employee Career Development Program(s): Report
- Human Resource Information System: Implementation
- Leisure Services Director Replacement
- Organizational Culture Continuous Improvement
- Review of City Departments: Services and Staffing

Major Projects

- City Data Center Project– Phase 1: Completion
- City Facilities Integrated Access Control Project
- City Hall and City Hall Annex Renovations: Design
- Federal Building HVAC System Condition Assessment and Long-term Replacement Plan: Completion
- Federal Building Upgrade Project: Completion
- Multicultural Family Center Project: Completion



Robust Local Economy

Management in Progress

- Business Incentives Policy: Review and Refine
- Comprehensive Hotel Incentive Policy and Strategy
- Field of Dreams: Next Steps for City
- Flexsteel Site Redevelopment: Pump Agreement
- Grand Harbor Hotel
- Minority- and/or Women-Owned Business Enterprise Procurement Policy: Revision and Public Awareness Report
- Port of Dubuque New Hotel Development
- Poverty Reduction Plan: Update Report

Major Projects

- Dubuque Brewing & Malting Building Project: Deconstruction Completion and Site Remediation Enforcement Action
- River Boat Docking Project: Environmental Study and Temporary Dock Installation

Livable Neighborhoods and Housing

Management in Progress

- Code Compliance/Enforcement Enhancements
- Housing Opportunity Through Modernization Act Implementation for Housing Choice Voucher Program
- National Standards for the Physical Inspection of Real Estate Implementation from Housing Quality Standards for Housing Choice Voucher Program
- Neighborhood Associations Development
- New Housing Development Support: Report
- Permitting and Inspection Software Implementation
- Terminus for all Permits, Data Governance, and Storage
- Unified Development Code: Completion

Sustainable Environment

Management in Progress

- Air Quality EPA Path Forward: Update Reports
- Annual Water Quality (Consumer Confidence) Report
- Electric Bus Implementation: Acquisition
- Emerald Ash Borer: Funding for Planting, Stump Removal, and Sidewalk Replacement
- Expand Testing Capability of Water & Resource Recovery Center State-Certified Lab
- Fats, Oils, and Grease Program: Software Update
- Pollinator Habitat in Park System: Completion
- Sewer System Infrastructure Asset Master Plan: Analysis and Update Report
- Branching Out Dubuque Tree Planting Program
- Water Distribution and Treatment System Master Plan
- Water & Resource Recovery Center HVAC System Improvements
- Water & Resource Recovery Center Odor Abatement

Major Projects

- 42-inch Sanitary Sewer Force Main Stabilization Project
- Advancing New Deep Water Well No. 11
- Auburn and Custer Street Reconstruction Project
- Bee Branch Stormwater Pumping Station Project
- Cedar and Terminal St. Lift Station and Force Main Project
- City-Wide Fiber Project: Water Department Pump Stations, Tanks, and Towers
- Creek Crossing Restoration Project
- Deep Water Well No. 7 Rehabilitation
- Edval Ln. to N. English Mill Rd. Water and Sewer Main Extension
- Granger Creek Lift Station Improvements
- Green Alley Projects:
 - 15th St. to 17th St. between Iowa St. and Central Ave.
 - 17th St. to 18th St. between Central Ave. and White St.

- Grove Terrace Sanitary Sewer Reconstruction
- High-Strength Waste Receiving and Storage Project
- Lead Water Service Line Replacement Pilot Program
- Old Mill Rd. Lift Station and Force Main Project
- Supervisory Control and Data Acquisition Overhaul: Water
- Tamarack Park/HWY 61 Water and Sewer Main Extension
- Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment

Connected Community

Management in Progress

- Community Broadband Project Fiber-to-the-Home: Phase 2
- Jule Services Study Planning Grant Completion
- Parking System and Technology Master Plan
- Smart Parking and Mobility Study: Parking Implementation
- Smart Traffic Routing with Efficient and Effective Traffic Signals (STREETS) Program: Phase 1
- Central Ave. and White St. Corridor Short-Term Action: Report

Major Projects

- 2024 Pavement Marking Project: Completion
- Bee Branch Trail – Phase 1 Project: Completion
- Camera Connections to Additional City Locations Project: Completion
- Connection to Data Center Project: Phase 2 Completion
- East-West Corridor/Roundabout Policy/Projects: Preliminary Design
- General Aviation Apron Reconstruction Project: Construction
- Heeb St. Reconstruction Project: South of Kaufmann Ave.
- US 20 and Northwest Arterial Intersection Project
- Relocation of Fiber Optics on US 20 Catfish Creek Bridge
- Schmitt Island Community Project Trail Grant
- Southwest Arterial Intelligent Transportation Systems Project: Completion
- Taxiway Alpha Construction Project – Phase 2: Completion
- Wildwood Dr. Bridge Replacement: Design

Diverse Arts, Culture, Parks, & Recreation Experiences & Activities

Management in Progress

- Arts and Culture Master Plan: Report and Engagement Strategy
- Chaplain Schmitt Island Amphitheater Construction
- Comiskey Park Phase 2 Construction
- Comprehensive Parks Master Plan
- Culture Definition in Community Programming: Report
- Eagle Point Park Enhancements/Reinvestment
- Five Flags Civic Center Management Selection
- Five Flags Facility Project: Update Report
- Historic Millwork District Park: Plan Adoption
- Multicultural Family Center Cultural Experiences and Programming: Report

Major Projects

- Eagle Valley Neighborhood Park: Completion
- English Ridge Neighborhood Park: Completion
- ImOn Ice Arena Dehumidification, HVAC, and Generator Project
- Jackson Park Restrooms and Amenities: Design
- Westbrook Neighborhood Park: Completion

Partnership for a Better Dubuque

Management in Progress

- City Life in Marshallese or Other Languages: Implementation
- Community Impact Department: Mission and Vision
- Equitable Fines and Fees Work Plan
- Succession Plan for Intergovernmental Relations Position

Crescent will evaluate impact as part of desired outcome measures for patients including but not limited to:

- Decrease in BMI in Wellness Center participants
- Increase in number of referrals to Wellness Center
- Increase in number of patients who complete Wellness Center orientation and can use equipment
- Increase in number of patients who are utilizing Wellness Center
- Increase in percentage of patients with diabetes who have gained control of their condition
- Increase in percentage of patients with hypertension who have controlled blood pressure
- Increase in percentage of children who received a weight assessment and participated in physical activity and nutrition counseling if needed
- Increase in growth of patient volume, particularly vulnerable populations

Crescent will track measures for all patients, but also plans to disaggregate the data whenever possible to evaluate progress for racial/ethnic minorities or other target populations identified with the most need for program services. Achieving a healthy lifestyle and reducing risk factors for chronic disease contributes to a “vibrant community.” Individuals who effectively participate in wellness services can manage and improve chronic conditions, obesity, mood disorders, communicable illness, etc. They are better able to learn, contribute, care for others, participate in the workforce, and contribute to the community.

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J

1. Crescent CHC shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

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

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

City of Dubuque Insurance Requirements for Professional Services

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

OR

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

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

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

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

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

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

☒ Yes ☐ No

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

City of Dubuque Insurance Requirements for Professional Services

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE: Intent to Apply for National Environmental Health Administration – Food and Drug Administration 2025 Track 3 Maintenance and Advancement Base Grant.

SUMMARY: City Manager recommending approval to apply for 2025, Track 3 Maintenance and Advancement Base Grant and a Capacity Building Grant in the amount of \$307,222.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 2025 Track 3 Maintenance and Advancement Base Grant

TO: The Honorable Mayor and City Council Members

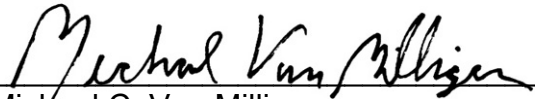
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Intent to apply for National Environmental Health Administration – Food and Drug Administration 2025 Track 3 Maintenance and Advancement Base Grant.

DATE: November 14, 2024

Public Health Director Mary Rose Corrigan is recommending City Council approval to apply for 2025 Track 3 Maintenance and Advancement Base Grant and a Capacity Building Grant in the amount of \$307,222. A match is not required for this grant.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Mary Rose Corrigan, Public Health Director
Jennifer Larson, Chief Financial Officer
Nathan Kelleher, Budget/Financial Analyst

TO: Michael C. Van Milligen, City Manager
FROM: Mary Rose Corrigan, Public Health Director
SUBJECT: Intent to apply for National Environmental Health Administration – Food and Drug Administration 2025 Track 3 Maintenance and Advancement Base Grant.
DATE: 11/12/24

INTRODUCTION

The purpose of this memorandum is to request approval to apply for 2025 Track 3 Maintenance and Advancement Base Grant and a Capacity Building Grant.

DISCUSSION

National Environmental Health Administration – Food and Drug Administration Development Base Retail Flexible Funding Model Grant provides for funding for health departments to improve, meet and maintain the Voluntary Standards. These standards are best practices for food safety inspection programs. They are voluntary from the Food and Drug Administration but mandated under the city's contract with Iowa Department of Inspection, Appeals and Licensing (IDIAL)

Anticipated Amount: \$307,222
Match Required: No
Match Funding Source: No match required
Match Amount: N.A.
Application Due Date: 11/20/2024
Anticipated Notification Date: 01/31/2025
Anticipated Receipt of money: 02/28/2027
Departments Involved: Health Services

GRANT OBJECTIVE

Continue work on the National Voluntary Retail Standards, which are required by IDIAL. Obtain federal pass-through funds to three-year funding for maintenance, attainment and self assessment of the standards for the food inspection activity. The funding is used for education and training, along with staff time necessary to complete the standards. Future opportunities to reapply for these funds will be available.

Capacity Building Optional Add-On Grant

The grant furthers the goals of the Retail Program Standards described above and which staff has been working on and meeting since 2012. Funding will be used to provide a Retail Program Standards (RPS) Coordinator position, who would also serve as supervisor of the Health Services Department Environmental Health Activity. The RPS Coordinator will focus on continuous improvement or updating of procedures, staff

training, resource management, and creating a system for continuous quality improvement for the food inspection activity.

GOAL(S) ADDRESSED

**Council Goal: Financially Responsible, High Performance City Organization:
Sustainable, Equitable and Effective Service Delivery**

Outcome(s)

Provide City services responsive to the community

Value(s)

Customer-focused City service delivery

ACTION STEP

I am requesting that you approve the recommendation to apply for 2025 Track 3 Maintenance and Advancement Base Grant and the Capacity Building Optional Add-On Grant.

CC: Jennifer Larson, Chief Financial Officer
Nathan Kelleher, Budget/Financial Analyst

MRC/cm

**City of Dubuque
City Council**

CONSENT ITEMS # 13.

ITEM TITLE:	Proposed Conduit Licensing Authority for Iowa Power & Light/Alliant Energy
SUMMARY:	City Manager recommending approval to amend the existing Master Co-Location and Shared Services Agreement between the City of Dubuque and Interstate Power and Light (IPL) to provide IPL with authority to license excess “conduit” in addition to “dark fiber” presently in their Dubuque conduit system.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. memo alliant 9
	3. IPL - City of Dubuque Master Co-Location Agreement Amendment 9 (conduit clarification)

TO: The Honorable Mayor and City Council Members

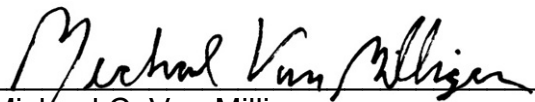
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proposed Conduit Licensing Authority for Iowa Power & Light/Alliant Energy

DATE: November 4, 2024

Greater Dubuque Development Corporation Director Strategic Initiatives David Lyons is recommending City Council approval to amend the existing Master Co-Location and Shared Services Agreement between the City of Dubuque and Interstate Power and Light (IPL) to provide IPL with authority to license excess “conduit” in addition to “dark fiber” presently in their Dubuque conduit system.

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
Rick Dickinson, Greater Dubuque Development Corporation President & CEO
David Lyons, Greater Dubuque Development Corporation Director Strategic Initiatives
Barry Lindahl, Senior Counsel
Chris Kohlmann, Chief Information Officer
Dave Ness, Civil Engineer II

TO: Michael C. Van Milligen, City Manager

FROM: David Lyons, Director Strategic Initiatives, Greater Dubuque Development

SUBJECT: Proposed Conduit Licensing Authority for Iowa Power & Light/Alliant Energy

DATE: November 1, 2024

INTRODUCTION. This memo is requesting approval to amend the existing Master Co-Location and Shared Services Agreement between the City of Dubuque and Interstate Power and Light (IPL) to provide IPL with authority to license excess “conduit” in addition to “dark fiber” presently in their Dubuque conduit system.

BACKGROUND. Previously, Alliant Energy entered into a Master Co-Location and Shared Services Agreement with the City of Dubuque to collaborate on a conduit and fiber network build through the City, connecting their Iowa and Wisconsin assets via fiber. The collaboration provided IPL with significant savings, created new conduit capacity for the City and preserved limited public right-of-way. That collaboration has to date achieved all goals and objectives.

DISCUSSION. IPL installed two conduits, one with a significant amount of fiber in its conduit, more than needed for initial operations of IPL’s internal system. In January 2023 the City approved an amendment to the Master Co-Location and Shared Services Agreement allowing Alliant to license its unused fiber, known as “dark fiber”, so long as the City was notified, the 3rd Party complied with all existing City requirements for the providing of broadband services in the City and the City determined that the 3rd Party usage was reasonable. City and IPL also agreed that in situations where IPL was licensing fiber to only transit through Dubuque, and not provide any direct services in Dubuque, that it was authorized to do so and did not need to notify the City or seek its approval.

Alliant has now determined that the second conduit it installed is also excess conduit and has requested authority to extend its licensing authority to cover “conduit” as well as “dark fiber”. They have agreed that all requirements relating to licensing dark fiber will extend to their licensing of conduit.

BUDGET IMPACT. Entering into this amendment creates no budgetary impact to the City of Dubuque.

ACTION REQUESTED. Approval of this amendment would allow IPL to maximize the value of its conduit while giving the City reasonable control over how it is utilized within the City of Dubuque. I would respectfully request your review and would ask that you forward this information to the Dubuque City Council for approval as an amendment to the existing Master Agreement. Thank you.

CC Crenna Brumwell, City Attorney

Barry Lindahl, Senior Counsel

Chris Kohlmann

Dave Ness

**AMENDMENT 9
TO MASTER CO-LOCATION
AND
SHARED SERVICES AGREEMENT
BY AND BETWEEN
CITY OF DUBUQUE, IOWA
AND
INTERSTATE POWER AND LIGHT**

This 9th Amendment, dated for reference purposes the _____ day of _____, 2024, by and between the City of Dubuque, Iowa (City) and Interstate Power and Light Company (IPL), the parties to a Master Co-Location and Shared Services Agreement dated the 6th day of April, 2020, and designated as Contract No. 53385 (the "Agreement").

WHEREAS, the parties previously executed the 8th Amendment to the Agreement dated February 7, 2023 related to IPL providing certain dark fiber to third parties; and

WHEREAS, in addition to dark fiber strands, IPL also has spare conduit space that it wants to make available to third parties.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. the Agreement by deleting each reference to "dark fiber" and replacing it with "dark fiber and/or conduit".
2. All other terms and conditions of the Agreement shall remain in full force and effect.

**CITY OF DUBUQUE, IOWA
COMPANY**

INTERSTATE POWER AND LIGHT

By: _____
Michael C. Van Milligen,
City Manager

By: _____
Julie Vande Hoef
Senior Manager

Dated: _____

Dated: _____

**City of Dubuque
City Council**

CONSENT ITEMS # 14.

ITEM TITLE: Acceptance 2024 ADA Sidewalk Curb Ramp Project One

SUMMARY: City Manager recommending the acceptance of the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$97,023.35 to Midwest Concrete, of Peosta, IA, for the 2024 ADA Sidewalk Curb Ramp Project One

RESOLUTION Accepting The 2024 ADA Sidewalk Curb Ramp Project One And Authorizing Final Payment To The Contractor

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 1 Memo Acceptance 2024 ADA Ramp Project One
3. 2 Acceptance Resolutions 2024 ADA Ramp Project One
4. 3 Engineer's Certificate of Completion

TO: The Honorable Mayor and City Council Members

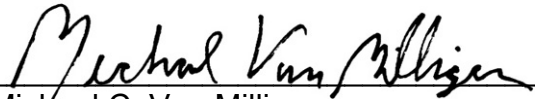
FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 ADA Sidewalk Curb Ramp Project One
PROJECT 5421000002

DATE: November 14, 2024

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$97,023.35 to Midwest Concrete, of Peosta, IA, for the 2024 ADA Sidewalk Curb Ramp Project One.

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
Jon Dienst, Civil Engineer II
Arielle Swift, Public Works Director
Adam Decker, Engineering Technician

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: November 5, 2024
RE: 2024 ADA Sidewalk Curb Ramp Project One
PROJECT 5421000002

INTRODUCTION

The attached resolution provides for the acceptance of the public improvement construction contract for the 2024 ADA Sidewalk Curb Ramp Project One Project.

BACKGROUND

Since 1990, the City of Dubuque has installed pedestrian access ramps around the City of Dubuque to conform with the American with Disabilities Act (ADA). The pedestrian access ramps allow people with mobility difficulties to access the City's sidewalk system. The design standards for these ramps have evolved over time as more ramps have been installed and standards have changed.

Since 2011, The City of Dubuque follows the Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way. These are updated standards to use for facilities in the public right-of-way and addressed issues brought up since the original ADA standards were developed. The Iowa Department of Transportation has adopted the PROWAG standards. The Federal Highway Administration (FHWA) has also adopted the standards and requires all cities that receive federal funding to follow these standards.

The 2024 ADA Sidewalk Curb Ramp Project One provided for the replacement of access ramps on Bluff Street from 10th to 12th Street in conjunction with the Public Works Asphalt Overlay program at the following locations:

Bluff Street and 12th Street, four non-directional ADA sidewalk curb ramps.
12th Street and Locust Street, two non-directional ADA sidewalk curb ramps.
Bluff Street and 11th Street, four non-directional ADA sidewalk curb ramps.
Bluff Street and 10th Street, four single directional ADA sidewalk curb ramps.

DISCUSSION

The 2024 ADA Sidewalk Curb Ramp Project One was completed by Midwest Concrete in the final contract amount of \$97,023.35 which is 1.7% below the original contract amount of \$98,703.00.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorized the payment of 97,023.35 to Midwest Concrete for the 2024 ADA Sidewalk Curb Ramp Project One.

BUDGET IMPACT

The project cost for the 2024 ADA Sidewalk Curb Ramp Project One is as follows:

Description		Award	Final
Construction Contract		\$ 98,703.00	\$ 97,023.35
Contingency		19,219.20	0.00
Construction Engineering & Inspection		22,102.08	9,702.34
	Total	\$140,024.28	<u>\$106,725.69</u>

The project funding summary is as follows:

CIP No.	Fund Description	Fund Amount
5421000002	Curb Ramp Program	\$ 106,725.69
	Total Project Funding	<u>\$ 106,725.69</u>

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$97,023.35 to Midwest Concrete, of Peosta, IA, for the 2024 ADA Sidewalk Curb Ramp Project One.

Prepared By: Jon Dienst, Civil Engineer II
cc: Arielle Swift, Public Works Director
Adam Decker, Engineering Technician

RESOLUTION NO. -24

**ACCEPTING THE 2024 ADA SIDEWALK CURB RAMP PROJECT ONE AND
AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

WHEREAS, the Public Improvement Contract for the 2024 ADA Sidewalk Curb Ramp Project One (the Project) has been completed by the contractor, Midwest Concrete (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$97,023.35;

WHEREAS, the Contractor has previously been paid \$92,172.18, leaving a balance of \$4,851.17; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved and the Project is hereby accepted.

Section 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$4,851.17 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved and adopted this 18th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC City Clerk

**CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE 2024 ADA
SIDEWALK CURB RAMP PROJECT ONE**

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2024 ADA Sidewalk Curb Ramp Project One and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$106,725.69.

Dated this 8th day of November 2024.

A handwritten signature in blue ink, appearing to read "Gus Psihoyos", written over a horizontal line.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 8th day of November 2024.

A handwritten signature in blue ink, appearing to read "Adrienne N. Breitfelder", written over a horizontal line.

Adrienne N. Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 15.

ITEM TITLE: Acceptance 2024 ADA Sidewalk Curb Ramp Project Two -
PROJECT 5421000002

SUMMARY: City Manager recommending the acceptance of the Public
Improvement Construction Contract and to authorize the
payment of the contract amount of \$156,388.18 to Midwest
Concrete, of Peosta, IA, for the 2024 ADA Sidewalk Curb
Ramp Project Two.

RESOLUTION Accepting The 2024 ADA Sidewalk Curb
Ramp Project Two And Authorizing Final Payment To The
Contractor

**SUGGESTED
DISPOSITION:** Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 1 Memo Acceptance 2024 ADA Ramp Project Two
3. 2 Acceptance Resolutions 2024 ADA Ramp Project Two
4. 3 Engineer's Certificate of Completion

TO: The Honorable Mayor and City Council Members

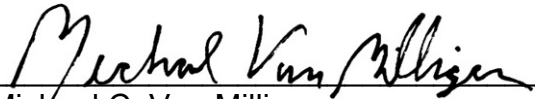
FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 ADA Sidewalk Curb Ramp Project Two
PROJECT 5421000002

DATE: November 13, 2024

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$156,388.18 to Midwest Concrete, of Peosta, IA, for the 2024 ADA Sidewalk Curb Ramp Project Two.

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
Jon Dienst, Civil Engineer II
Arielle Swift, Public Works Director
Adam Decker, Engineering Technician

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: November 5, 2024
RE: 2024 ADA Sidewalk Curb Ramp Project Two
PROJECT 5421000002

INTRODUCTION

The attached resolution provides for the acceptance of the public improvement construction contract for the 2024 ADA Sidewalk Curb Ramp Project Two Project.

BACKGROUND

Since 1990, the City of Dubuque has installed pedestrian access ramps around the City of Dubuque to conform with the American with Disabilities Act (ADA). The pedestrian access ramps allow people with mobility difficulties to access the City's sidewalk system. The design standards for these ramps have evolved over time as more ramps have been installed and standards have changed.

Since 2011, The City of Dubuque follows the Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way. These are updated standards to use for facilities in the public right-of-way and addressed issues brought up since the original ADA standards were developed. The Iowa Department of Transportation has adopted the PROWAG standards. The Federal Highway Administration (FHWA) has also adopted the standards and requires all cities that receive federal funding to follow these standards.

The 2024 ADA Sidewalk Curb Ramp Project Two provided for the replacement of access ramps on Fenelon Place from Burch Street to Raymond Place in conjunction with the Public Works Asphalt Overlay program at the following locations:

Burch Street at Northern Alley, two single directional ADA sidewalk curb ramps.
Burch Street and Fenelon Place, two single directional ADA sidewalk curb ramps.
Burch Street at Southern Alley, two single directional ADA sidewalk curb ramps.
Burch Street at 3rd Street, one single directional ADA sidewalk curb ramps.
Summit Street at 5th Street, two single directional ADA curb ramps.
Summit Street at Northern Alley, two single directional ADA sidewalk curb ramps.
Summit Street at Central Alley, two single directional ADA sidewalk curb ramps.

Summit Street at Fenelon Place, two single & two double directional ADA sidewalk curb ramps.
 Summit Street at 3rd Street, two single directional ADA sidewalk curb ramps.
 Gilmore Street at 5th Street, two single directional ADA sidewalk curb ramps.
 Gilmore Street at Maiden Lane, two single directional ADA sidewalk curb ramps.
 Gilmore Street at Cooper Place, two single directional ADA sidewalk curb ramps.
 Cooper Place at Alley, two single directional ADA sidewalk curb ramps.
 Cooper Place at Raymond Place, two single non-directional ADA sidewalk curb ramps.
 Fenelon Place at Raymond Place, two single directional ADA sidewalk curb ramps.

DISCUSSION

The 2024 ADA Sidewalk Curb Ramp Project Two was completed by Midwest Concrete in the final contract amount of \$156,388.18 which is 1.3% above the original contract amount of \$154,422.00.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorized the payment of \$156,388.18 to Midwest Concrete for the 2024 ADA Sidewalk Curb Ramp Project Two.

BUDGET IMPACT

The project cost for the 2024 ADA Sidewalk Curb Ramp Project Two is as follows:

Description		Award	Final
Construction Contract		\$ 154,422.00	\$ 156,388.18
Contingency		25,922.10	0.00
Construction Engineering & Inspection		29,810.42	15,638.82
	Total	\$210,154.52	<u>\$172,027.00</u>

The project funding summary is as follows:

CIP No.	Fund Description	Fund Amount
5421000002	Curb Ramp Program	\$ 172,027.00
	Total Project Funding	<u>\$ 172,027.00</u>

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$156,388.18 to Midwest Concrete, of Peosta, IA, for the 2024 ADA Sidewalk Curb Ramp Project Two.

Prepared By: Jon Dienst, Civil Engineer II
 cc: Arielle Swift, Public Works Director
 Adam Decker, Engineering Technician

RESOLUTION NO. -24

**ACCEPTING THE 2024 ADA SIDEWALK CURB RAMP PROJECT TWO AND
AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

WHEREAS, the Public Improvement Contract for the 2024 ADA Sidewalk Curb Ramp Project Two (the Project) has been completed by the contractor, Midwest Concrete (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$156,388.18;

WHEREAS, the Contractor has previously been paid \$148,568.77, leaving a balance of \$7,819.41; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved and the Project is hereby accepted.

Section 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$7,819.41 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved and adopted this 18th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC City Clerk

**CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE 2024 ADA
SIDEWALK CURB RAMP PROJECT TWO**

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2024 ADA Sidewalk Curb Ramp Project Two and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$172,027.00.

Dated this 8th day of November 2024.

A handwritten signature in blue ink, appearing to read 'Gus Psihoyos', written over a horizontal line.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 8th day of November 2024.

A handwritten signature in blue ink, appearing to read 'Adrienne N. Breitfelder', written over a horizontal line.

Adrienne N. Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 16.

ITEM TITLE: Acceptance 2024 ADA Sidewalk Curb Ramp Project Three

SUMMARY: City Manager recommending the acceptance of the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$212,562.24 to Valentine Construction Co., LLC, of Dubuque, IA, for the 2024 ADA Sidewalk Curb Ramp Project Three.
RESOLUTION Accepting The 2024 Ada Sidewalk Curb Ramp Project No. 3 And Authorizing Final Payment To The Contractor

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 2024 ADA Ramp Project #3 - Staff Acceptance MEMO
3. 2024 ADA Ramp Project #3 - Council Acceptance RESOLUTION
4. 2024 ADA Ramp Project #3 - Engineer's Certificate of Completion

TO: The Honorable Mayor and City Council Members

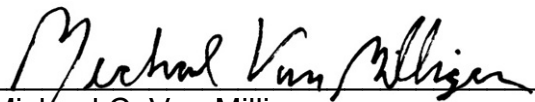
FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 ADA Sidewalk Curb Ramp Project No. 3
Acceptance of the Public Improvement Construction Contract
Project No. 5421000002

DATE: November 14, 2024

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$212,562.24 to Valentine Construction Co., LLC, of Dubuque, IA, for the 2024 ADA Sidewalk Curb Ramp Project Three.

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
Jon Dienst, Civil Engineer II
Arielle Swift, Public Works Director
Luke Rupp, Engineering Technician

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: November 13, 2024

RE: 2024 ADA Sidewalk Curb Ramp Project No. 3
Acceptance of the Public Improvement Construction Contract
Project No. 5421000002

INTRODUCTION

The attached resolution provides for the acceptance of the public improvement construction contract for the 2024 ADA Sidewalk Curb Ramp Project No. 3.

BACKGROUND

Since 1990, the City of Dubuque has installed pedestrian access ramps around the City of Dubuque to conform with the American with Disabilities Act (ADA). The pedestrian access ramps allow people with mobility difficulties to access the City's sidewalk system. The design standards for these ramps have evolved over time as more ramps have been installed and standards have changed.

Since 2011, The City of Dubuque follows the Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way. These are updated standards to use for facilities in the public right-of-way and addressed issues brought up since the original ADA standards were developed. The Iowa Department of Transportation has adopted the PROWAG standards. The Federal Highway Administration (FHWA) has also adopted the standards and requires all cities that receive federal funding to follow these standards.

The 2024 ADA Sidewalk Curb Ramp Project No. 3 provided for the replacement of access ramps in conjunction with the Public Works Asphalt Overlay program at the following locations:

- Montrose Terrace
- Fairview Pl & W. 16th Street
- Cornell Street & W. 16th Street
- Catherine Street & W. 16th Street
- Cornell Street & W. 15th Street
- Cornell Street & Pickett Street
- St. Ambrose Street & Rosedale Ave. Inc. Ramp @ Church
- Rosedale Ave
- Henion Street & Pickett Street
- N. Grandview Ave. & Algona Street
- N. Grandview Ave. & Auburn Street
- N. Grandview Ave. & Atlantic Street
- Locust Street & Pierce Street

DISCUSSION

The 2024 ADA Sidewalk Curb Ramp Project No. 3 was completed by Valentine Construction Co., LLC in the final contract amount of \$212,562.24, which is 25.2% above the original contract amount of \$169,806.00.

The overage on the project is primarily due to storm sewer intake repairs needed on Grandview Avenue at Auburn Street. The older style intakes conflicted with the new ADA ramps and required the relocation and construction of new intakes and storm sewer pipe to allow the ADA ramps to better align with each other.

RECOMMENDATION

I recommend that the City Council accept the public improvement construction contract and authorized the payment of \$212,562.24 to Valentine Construction Co., LLC for the 2024 ADA Sidewalk Curb Ramp Project No. 3.

BUDGET IMPACT

The project cost for the 2024 ADA Sidewalk Curb Ramp Project Three is as follows:

Description	Award	Final
Construction Contract	\$ 169,806.00	\$ 212,562.24
Contingency	26,682.44	0.00
Construction Engineering & Inspection	30,684.80	21,256.22
Total Project Cost	\$ 227,173.24	\$ 233,818.46

The project funding summary is as follows:

Project Code	Fund Description	Fund Amount
5421000002	Curb Ramp Program	\$ 233,818.46
Total Project Funding		\$ 233,818.46

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of 212,562.24 to Valentine Construction Co., LLC, of Dubuque, IA, for the 2024 ADA Sidewalk Curb Ramp Project Three.

Prepared By: Jon Dienst, Civil Engineer II
cc: Arielle Swift, Public Works Director
Luke Rupp, Engineering Technician

RESOLUTION NO. -24

**ACCEPTING THE 2024 ADA SIDEWALK CURB RAMP PROJECT No. 3 AND
AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

WHEREAS, the Public Improvement Construction Contract for the 2024 ADA Sidewalk Curb Ramp Project No. 3 (the Project) has been completed by the contractor, Valentine Construction Co., LLC (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$212,562.24;

WHEREAS, the Contractor has previously been paid \$190,568.52, leaving a balance of \$21,993.72; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

SECTION 1. The recommendation of the City Engineer is approved and the Project is hereby accepted.

SECTION 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$21,993.72 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved and adopted this 18th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC City Clerk

**CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE 2024 ADA
SIDEWALK CURB RAMP PROJECT No. 3**

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2024 ADA Sidewalk Curb Ramp Project No. 3 and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$233,818.46.

Dated this 13th day of November 2024.

A handwritten signature in blue ink, appearing to read "Gus Psihoyos", written over a horizontal line.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 13th day of November 2024.

A handwritten signature in blue ink, appearing to read "Adrienne N. Breitfelder", written over a horizontal line.

Adrienne N. Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 17.

ITEM TITLE: Acceptance 2024 ADA Sidewalk Curb Ramp Project Four

SUMMARY: City Manager recommending the acceptance of the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$102,140.14 to Drew Cook and Sons Excavating Co., of Dubuque, IA, for the 2024 ADA Sidewalk Curb Ramp Project N. 4.
RESOLUTION Accepting The 2024 ADA Sidewalk Curb Ramp Project No. 4 And Authorizing Final Payment To The Contractor

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 2024 ADA Ramp Project #4 - Staff Acceptance MEMO
3. 2024 ADA Ramp Project #4 - Council Acceptance RESOLUTION
4. 2024 ADA Ramp Project #4 - Engineer's Certificate of Completion

TO: The Honorable Mayor and City Council Members

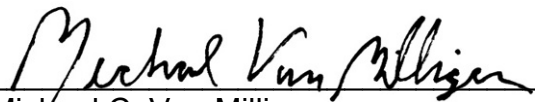
FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 ADA Sidewalk Curb Ramp Project No. 4
Acceptance of the Public Improvement Construction Contract
Project Code: 5421000002

DATE: November 14, 2024

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$102,140.14 to Drew Cook and Sons Excavating Co., of Dubuque, IA, for the 2024 ADA Sidewalk Curb Ramp Project N. 4.

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
Jon Dienst, Civil Engineer II
Arielle Swift, Public Works Director
Luke Rupp, Engineering Technician

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: November 13, 2024

RE: 2024 ADA Sidewalk Curb Ramp Project No. 4
Acceptance of the Public Improvement Construction Contract
Project Code: 5421000002

INTRODUCTION

The attached resolution provides for the acceptance of the public improvement construction contract for the 2024 ADA Sidewalk Curb Ramp Project No. 4.

BACKGROUND

Since 1990, the City of Dubuque has installed pedestrian access ramps around the City of Dubuque to conform with the American with Disabilities Act (ADA). The pedestrian access ramps allow people with mobility difficulties to access the City's sidewalk system. The design standards for these ramps have evolved over time as more ramps have been installed and standards have changed.

Since 2011, The City of Dubuque follows the Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way. These are updated standards to use for facilities in the public right-of-way and addressed issues brought up since the original ADA standards were developed. The Iowa Department of Transportation has adopted the PROWAG standards. The Federal Highway Administration (FHWA) has also adopted the standards and requires all cities that receive federal funding to follow these standards.

The 2024 ADA Sidewalk Curb Ramp Project No. 4 provided for the replacement of access ramps on 3rd Street from Parkway to Alpine Street areas in conjunction with the Public Works Asphalt Overlay program at the following locations:

- 3rd Street and Parkway Street, two directional ADA sidewalk curb ramps.
- 3rd Street and College Street, four non-directional ADA sidewalk curb ramps.
- 3rd Street and Glen Oak Street, two non-directional ADA sidewalk curb ramps.
- 3rd Street and Roland Street, two non-directional and one directional ADA sidewalk curb ramps.
- 3rd Street and Alley between Roland & Booth two directional ADA sidewalk curb ramps.
- 3rd Street and Booth Street, four non-directional ADA sidewalk curb ramps.

- 3rd Street and Alley between Booth & Nevada, two directional ADA sidewalk curb ramps.
- 3rd Street and Nevada Street, four non-directional ADA sidewalk curb ramps.
- 3rd Street and Alley between Nevada & Alpine, two directional ADA sidewalk curb ramps.

DISCUSSION

The 2024 ADA Sidewalk Curb Ramp Project Four was completed by Drew Cook and Sons Excavating Co. in the final contract amount of \$102,140.14, which is 7.0% below the original contract amount of \$109,878.25.

RECOMMENDATION

I recommend that the City Council accept the public improvement construction contract and authorized the payment of \$102,140.14 to Drew Cook and Sons Excavating Co. for the 2024 ADA Sidewalk Curb Ramp Project No. 4.

BUDGET IMPACT

The project cost for the 2024 ADA Sidewalk Curb Ramp Project No. 4 is as follows:

Description	Award	Final
Construction Contract	\$ 109,878.25	\$ 102,140.14
Contingency	22,069.65	0.00
Construction Engineering & Inspection	25,380.10	10,214.01
Total Project Cost	\$ 157,328.00	\$ 112,354.15

The project funding summary is as follows:

Project Code	Fund Description	Fund Amount
5421000002	Curb Ramp Program	\$ 112,354.15
Total Project Funding		\$ 112,354.15

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of 102,140.14 to Drew Cook and Sons Excavating Co., of Dubuque, IA, for the 2024 ADA Sidewalk Curb Ramp Project N. 4.

Prepared By: Jon Dienst, Civil Engineer II
cc: Arielle Swift, Public Works Director
Luke Rupp, Engineering Technician

RESOLUTION NO. -24

**ACCEPTING THE 2024 ADA SIDEWALK CURB RAMP PROJECT NO. 4 AND
AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

WHEREAS, the Public Improvement Contract for the 2024 ADA Sidewalk Curb Ramp Project No. 4 (the Project) has been completed by the contractor, Drew Cook and Sons Excavating, Co. (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$102,140.14;

WHEREAS, the Contractor has previously been paid \$93,205.44, leaving a balance of \$8,934.70; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

SECTION 1. The recommendation of the City Engineer is approved and the Project is hereby accepted.

SECTION 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$8,934.70 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved and adopted this 18th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC City Clerk

**CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE 2024 ADA
SIDEWALK CURB RAMP PROJECT NO. 4**

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2024 ADA Sidewalk Curb Ramp Project No. 4 and said work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$112,354.15.

Dated this 13th day of November 2024.

A handwritten signature in blue ink, appearing to read "Gus Psihoyos", written over a horizontal line.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 12th day of November 2024.

A handwritten signature in blue ink, appearing to read "Adrienne N. Breitfelder", written over a horizontal line.

Adrienne N. Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 18.

ITEM TITLE: Acceptance 2024 Airport ADA Ramp Replacement Project

SUMMARY: City Manager recommending the acceptance of the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$63,976.29 to Midwest Concrete, of Peosta, IA, for the 2024 Airport ADA Ramp Replacement Project.
RESOLUTION Accepting The 2024 Airport ADA Ramp Replacement Project And Authorizing Final Payment To The Contractor

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 1 Memo Acceptance Airport ADA Ramps
3. 2 Acceptance Resolutions Airport ADA Ramps
4. 3 Engineer's Certificate of Completion

TO: The Honorable Mayor and City Council Members

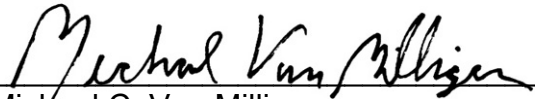
FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 Airport ADA Ramp Replacement
PROJECT 5128000002

DATE: November 14, 2024

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$63,976.29 to Midwest Concrete, of Peosta, IA, for the 2024 Airport ADA Ramp Replacement Project.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jon Dienst, Civil Engineer II
Todd Dalsing, Airport Manager
Phil Grommet, Engineering Technician

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: November 3, 2024
RE: 2024 Airport ADA Ramp Replacement
PROJECT 5128000002

INTRODUCTION

The attached resolution provides for the acceptance of the public improvement construction contract for the 2024 Airport ADA Ramp Replacement Project.

BACKGROUND

The ADA ramps at the Dubuque Regional Airport Terminal and parking lot were installed approximately 10 years ago. Since that time, the plastic ADA detectable warning tiles have been worn down or have broken in spots. The detectable warning panels are no longer compliant in many areas in front of the terminal and in the parking lots.

DISCUSSION

The 2024 Airport ADA Ramp Replacement Project was completed by Midwest Concrete in the final contract amount of \$63,976.29, which is an 8.5% increase above the original contract amount of \$58,987.40.

The additional cost is due to additional concrete removal and replacement needed for the ADA ramp installation.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorized the payment of \$63,976.29 to Midwest Concrete for the 2024 Airport ADA Ramp Replacement Project.

BUDGET IMPACT

The project cost for the 2024 Airport ADA Ramp Replacement Project is as follows:

Description		Award	Final
Construction Contract		\$ 58,987.40	\$ 63,976.29
Contingency		6,327.00	0.00
Construction Engineering & Inspection		5,000.00	6,397.63
	Total	\$74,314.40	<u>\$70,373.92</u>

The project funding summary is as follows:

CIP No.	Fund Description	Fund Amount
5128000002	Replace Warning Surface Pads	\$ 70,373.92
	Total Project Funding	<u>\$ 70,373.92</u>

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$63,976.29 to Midwest Concrete, of Peosta, IA, for the 2024 Airport ADA Ramp Replacement Project.

Prepared By: Jon Dienst, Civil Engineer II
cc: Todd Dalsing, Airport Manager
Phil Grommet, Engineering Technician

RESOLUTION NO. -24

**ACCEPTING THE 2024 AIRPORT ADA RAMP REPLACEMENT PROJECT AND
AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

WHEREAS, the Public Improvement Contract for the 2024 Airport ADA Ramp Replacement Project (the Project) has been completed by the contractor, Midwest Concrete (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$63,976.29;

WHEREAS, the Contractor has previously been paid \$60,777.48, leaving a balance of \$3,198.81; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved and the Project is hereby accepted.

Section 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$3,198.81 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved and adopted this 18th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC City Clerk

**CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE 2024 AIRPORT
ADA RAMP REPLACEMENT PROJECT**

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2024 Airport ADA Ramp Replacement Project and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$70,373.92.

Dated this 8th day of November 2024.

A handwritten signature in blue ink, appearing to read "Gus Psihoyos", written over a horizontal line.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 8th day of November 2024.

A handwritten signature in blue ink, appearing to read "Adrienne N. Breitfelder", written over a horizontal line.

Adrienne N. Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 19.

ITEM TITLE: Acceptance Bunker Hill Golf Course Sinkhole Remediation Project

SUMMARY: City Manager recommending the acceptance of the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$29,775.63 to Valentine Construction Co. for the Bunker Hill Golf Course Sinkhole Remediation Project.

RESOLUTION Accepting The Bunker Hill Golf Course Sinkhole Remediation Project And Authorizing Final Payment To The Contractor

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Bunker Hill Golf Course Sinkhole Remediation Project - Staff Acceptance MEMO
3. Bunker Hill Golf Course Sinkhole Remediation Project - Acceptance Resolution
4. Bunker Hill Golf Course Sinkhole Remediation Project - Engineer's Cert of Completion

TO: The Honorable Mayor and City Council Members

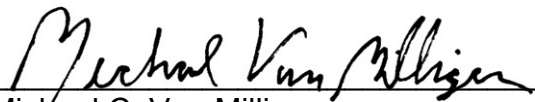
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Bunker Hill Golf Course Sinkhole Remediation Project
Accept Public Improvement Construction Contract
Project Code: 3444000016

DATE: November 14, 2024

Assistant City Engineer Robert Schiesl is recommending City Council adopt the attached resolution to accept the public improvement construction contract and to authorize the payment of the contract amount of \$29,775.63 to Valentine Construction Co. for the Bunker Hill Golf Course Sinkhole Remediation Project.

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



Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Robert Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer
Marie Ware, Leisure Services Director
Dan Kroger, Recreation Division Manager

TO: Michael C. Van Milligen, City Manager
FROM: Robert Schiesl, Assistant City Engineer
DATE: November 13, 2024
SUBJECT: Bunker Hill Golf Course Sinkhole Remediation Project
Accept Public Improvement Construction Contract
Project Code: 3444000016

INTRODUCTION

The attached resolution provides for the acceptance of the public improvement construction contract for the Bunker Hill Golf Course Sinkhole Remediation Project.

BACKGROUND

The Bunker Hill Golf Course Sinkhole Remediation Project consisted of constructing mitigation measures to excavate, seal off, and construct a reinforced concrete cap over the top of a lead mine sinkhole shaft that developed.

DISCUSSION

The Bunker Hill Golf Course Sinkhole Remediation Project was completed by Valentine Construction Co. in the final contract amount of \$29,775.63, which is a 20% decrease from the original contract amount of \$35,975.00.

RECOMMENDATION

I recommend that the City Council accept the public improvement construction contract and authorize the payment of \$29,775.63 to Valentine Construction Co. for the Bunker Hill Golf Course Sinkhole Remediation Project.

BUDGET IMPACT

The project cost for the Bunker Hill Golf Course Sinkhole Remediation Project is as follows:

Description	Award	Final
Construction Contract	\$ 35,975.00	\$ 29,775.63
Construction Engineering & Inspection	6,000.00	4,159.63
Total Project Cost:	\$ 41,975.00	\$ 33,935.26

The project funding summary is as follows:

Project Code	Funding Description	Final
3444000016	Bunker - Secure Mine Shaft	\$ 33,935.26
Total Project Funding:		\$ 33,935.26

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution to accept the public improvement construction contract and to authorize the payment of the contract amount of \$29,775.63 to Valentine Construction Co. for the Bunker Hill Golf Course Sinkhole Remediation Project.

cc: Jenny Larson, Finance and Budget Director
Marie Ware, Leisure Services Director
Dan Kroger, Recreation Division Manager

RESOLUTION NO. -24

ACCEPTING THE BUNKER HILL GOLF COURSE SINKHOLE REMEDIATION PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR

WHEREAS, the Public Improvement Contract for the Bunker Hill Golf Course Sinkhole Remediation Project (the Project) has been completed by the contractor, Valentine Construction Co. (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$29,775.63;

WHEREAS, the Contractor has previously been paid \$28,286.85, leaving a balance of \$1,488.78; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

SECTION 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

SECTION 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$1,488.78 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved and adopted this 18th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC City Clerk

**CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE BUNKER HILL
GOLF COURSE SINKHOLE REMEDIATION PROJECT**

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the Bunker Hill Golf Course Sinkhole Remediation Project and said work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$33,935.26.

Dated this 13th day of November 2024.

A handwritten signature in blue ink, appearing to read 'Gus Psihoyos', written over a horizontal line.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 13th day of November 2024.

A handwritten signature in blue ink, appearing to read 'Adrienne N. Breitfelder', written over a horizontal line.

Adrienne N. Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 20.

ITEM TITLE: Maturity Extensions of Water Revenue Capital Loan Notes (Interim Financing) State Revolving Fund Planning and Design Loans

SUMMARY: City Manager recommending approval of the suggested proceedings to enable the City to extend the maturity date of the Water Revenue Capital Loan Notes (Interim Financing) State Revolving Fund Planning and Design Loans.
RESOLUTION Extending the maturity date of the City's Water Revenue Capital Loan Note Anticipation Project Note R-1, Series 2022

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Amendment Water SRF PD - MVM Memo_2024_11_11
2. SRF P&D Loan Extension Amendments_Staff Memo_2024_11_11
3. Amendment to P&D (Water Rev Series 2022) (Dubuque #9 2024)-v1
4. P&D Maturity Extension (Water Rev Series 2022) (Dubuque #9 2024)-v2

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Maturity Extensions of Water Revenue Capital Loan Notes (Interim Financing) State Revolving Fund Planning and Design Loans

DATE: November 11, 2024

Chief Financial Officer Jennifer Larson is recommending City Council approval of the suggested proceedings to enable the City to extend the maturity date of the Water Revenue Capital Loan Notes (Interim Financing) State Revolving Fund Planning and Design Loans.

\$1,570,000 State Revolving Fund Planning and Design Loans were issued. The proceeds will be used to fund the planning and design of the Webber Property Water Distribution System Improvements Project. The Webber Property Water Distribution System Improvements Project includes water main installation, a distribution system pumping facility and a water storage facility.

The Iowa Finance Authority has agreed to extend the maturity date of the planning and design loans from January 7, 2025, to January 7, 2028. The planning and design loans will continue to bear an interest rate of 0% until the date of their maturity. The City has the right to prepay principal of the planning and design loans in whole or in part at any time prior to the maturity date.

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
Chris Lester, Water Department Director

TO: Michael C. Van Milligen, City Manger

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Maturity Extensions of Water Revenue Capital Loan Notes (Interim Financing) State Revolving Fund Planning and Design Loans

DATE: November 11, 2024

INTRODUCTION:

The purpose of this memorandum is to provide proceedings to enable the City to extend the maturity date of the Water Revenue Capital Loan Notes (Interim Financing) State Revolving Fund Planning and Design Loans.

BACKGROUND

On January 7, 2022, \$1,570,000 State Revolving Fund Planning and Design Loans were issued. The proceeds will be used to fund the planning and design of the Webber Property Water Distribution System Improvements Project. The Webber Property Water Distribution System Improvements Project includes water main installation, a distribution system pumping facility and a water storage facility.

DISCUSSION

The Iowa Finance Authority has agreed to extend the maturity date of the planning and design loans from January 7, 2025, to January 7, 2028. The planning and design loans will continue to bear an interest rate of 0% until the date of their maturity. The City has the right to prepay principal of the planning and design loans in whole or in part at any time prior to the maturity date.

ACTION TO BE TAKEN

I respectfully recommend approval of the resolutions.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Chris Lester, Water Department Director

AMENDMENT TO
IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT
(WATER REVENUE – SERIES 2022)

This Amendment (the “Amendment”) to IFA Interim Loan and Disbursement Agreement is made and entered into as of November 18, 2024, by and between the City of Dubuque, Iowa (the “Participant”) and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the “Lender”), and amends that certain IFA Interim Loan and Disbursement Agreement, Series 2022, dated January 7, 2022, by and between the Lender and the Participant (the “Original Agreement”).

WHEREAS, the Lender, in cooperation with the Iowa Department of Natural Resources, is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program and the Drinking Water Facilities Financing Program established in Iowa Code Sections 455B.291 through 455B.299; and

WHEREAS, the Participant has requested, and the Lender has agreed, to extend the Maturity Date set forth in the Original Agreement; and

WHEREAS, the City Council of the Participant has approved the extension of the Maturity Date by resolution on November 18, 2024;

NOW, THEREFORE, the parties agree as follows:

Section 1. Notwithstanding anything to the contrary therein, the Maturity Date of the Original Agreement shall be January 7, 2028.

Section 2. Except as otherwise provided in this Amendment, the provisions of the Original Agreement, as heretofore amended, are hereby ratified, approved and confirmed and incorporated herein.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF DUBUQUE, IOWA

By: _____
Mayor

Attest:

City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

November 11, 2024

VIA EMAIL

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: Maturity Extension – SRF Planning and Design Loan
Our File No. 430411-9

Dear Jenny:

We have prepared and attach the necessary proceedings to enable the City Council to extend the maturity date of the City's SRF Planning and Design Loan, Series 2022, from January 7, 2025 to January 7, 2028.

The proceedings attached include the following items:

1. Resolution extending the maturity date of the SRF Planning and Design Loan.
2. Amendment to IFA Interim Loan and Disbursement Agreement. Please have the Amendment signed as indicated by the Mayor and City Clerk.

Please return the executed resolution and Amendment to our office for our records, and please retain one copy for the City's records. We will have the Amendment signed by the Iowa Finance Authority, after which we will provide you with a fully executed copy for the City's records.

If you have any questions, please contact Emily Hammond or me.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Todd Irwin
Crenna Brumwell
Adrienne Breitfelder
Tracy Scebold
Tony Toigo
Lee Wagner
Rick Andriano

INTERIM LOAN AND DISBURSEMENT
AGREEMENT MATURITY EXTENSION

Dubuque, Iowa

430411-9

November 18, 2024

The City Council of the City of Dubuque, Iowa, met on November 18, 2024, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The Mayor presided and the roll being called, there were present and absent the following named Council Members:

Present: _____

Absent: _____.

The City Council took up and considered the extension of the maturity date of its outstanding Water Revenue Capital Loan Note Anticipation Project Note R-1, Series 2022. After due consideration and discussion, Council Member _____ introduced the resolution next hereinafter set out and moved its adoption. The motion was seconded by Council Member _____, and passed with record vote as follows:

Ayes: _____

Nays: _____.

Thereupon, the resolution was declared adopted, as follows:

RESOLUTION NO. _____

Resolution extending the maturity date of the City's Water Revenue Capital Loan
Note Anticipation Project Note R-1, Series 2022

WHEREAS, the City Council of the City of Dubuque, Iowa (the "City"), has previously authorized the issuance of its Water Revenue Capital Loan Note Anticipation Project Note R-1, Series 2022, in a principal amount not to exceed \$1,570,000 (the "Project Note") to the Iowa Finance Authority, as lender (the "Lender"), for the purpose of paying the cost, to that extent, of planning and designing improvements and extensions to the Municipal Waterworks Utility System (the "Utility") of the City; and

WHEREAS, the City intended to refund the Project Note by its scheduled maturity date on January 7, 2025, through the issuance of bonds or notes, but refunding proceeds will not yet be available to the City; and

WHEREAS, the Lender has agreed to extend the maturity date of the Project Note to January 7, 2028, on the terms hereinafter set out;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. The maturity date of the Project Note is hereby extended to January 7, 2028, and the Project Note shall continue to bear interest at the rate of 0% per annum from the date hereof to its maturity.

Section 2. The City Council hereby reserves the right to prepay principal of the Project Note in whole or in part at any time prior to the maturity thereof with accrued interest to the date of such payment.

Section 3. The Mayor and City Clerk are hereby authorized and directed to enter into whatever legal documents are required by the Lender to effectuate the provisions of this resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

Passed and approved November 18, 2024.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, do hereby certify that I have in my possession or have access to the complete records of the City Council; that I have carefully compared the transcript hereto attached with the aforesaid records; and that said transcript hereto attached is a true, correct and complete copy of all the records relating to the extension of the maturity date of the City's Water Revenue Capital Loan Note Anticipation Project Note R-1, Series 2022, as shown therein.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 21.

ITEM TITLE:	Progress Update: 3000 Jackson Street, Dubuque Brewing and Malting Building
SUMMARY:	City Manager submitting a status update on the Dubuque Brewing and Malting project at 3000 Jackson Street.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. MVM Memo
2. Memo_to_MVM_3000_Jackson (11-13-24)

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 3000 Jackson Dubuque Brewing and Malting Project Update

DATE: November 14, 2024

Housing & Community Development Director Alexis Steger is submitting a status update on the Dubuque Brewing and Malting project at 3000 Jackson Street.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Alexis Steger, Housing & Community Development Director
Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Director
Michael Belmont, Asst. Housing & Comm Development Director

TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing and Community Development Director

SUBJECT: 3000 Jackson, Dubuque Brewing and Malting Building Update

DATE: November 13, 2024

INTRODUCTION

This memorandum provides a status update on the Dubuque Brewing and Malting project at 3000 Jackson Street.

BACKGROUND

The demolition of 3000 Jackson was required due to structural issues that posed a significant risk to public safety. The City of Dubuque served the owner notice to remove the structure and work commenced at the end of April.

DISCUSSION

3000 Jackson Street demolition has been completed with a significant portion of the brick & stone salvaged. 30th Street has been reopened to traffic. The site has been cleared of all debris. The two basements were excavated, with any slabs broken up into 12" or smaller pieces and then backfilled and covered with limestone. There is construction fencing remaining on site, awaiting permanent fencing to be installed. The remaining work to be completed is repair or replacement of the sidewalks that were damaged during demolition. The green spaces will be stripped to remove any remaining debris, then topsoil added and re-seeded.

RECOMMENDATION

This memo is for information only.

Prepared By: Michael Belmont, Asst. Housing & Comm Development Director

CC: Jill Connors; Economic Development Director Wally Wernimont, City Planner

**City of Dubuque
City Council**

CONSENT ITEMS # 22.

ITEM TITLE: Adoption of Supplement Numbers 2024 S-13 and S-14

SUMMARY: City Clerk recommending City Council approval of the resolution adopting Supplement Numbers 2024 S-13 and S-14 as part of the Code of Ordinances of the City of Dubuque.
RESOLUTION Adopting Supplement Nos. 2024 S-13 And S-14 To The Code Of Ordinances Of The City Of Dubuque, Iowa

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Staff Memo
2. Resolution
3. City Code Online Preface
4. Supplement No S-13 2024
5. Supplement No S-14 2024



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4120 office
(563) 589-0890 fax
cityclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Mayor Brad M. Cavanagh and City Council Members

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Adoption of Supplement Numbers 2024 S-13 and S-14 to the City of Dubuque Code of Ordinances

DATE: November 8, 2024

The attached resolution provides for the adoption of Supplement Numbers S-13 of April 2024 and S-14 of October 2024 to the City of Dubuque Code of Ordinances, which codifies all ordinances through 57-24 as adopted by the City Council through September 16, 2024.

Section 380.8 of the Iowa Code outlines cities code of ordinance requirements:

380.8 Code of ordinances published

1. a. A city shall compile a code of ordinances containing all the city ordinance in effect, except grade ordinances, bond ordinances, zoning map ordinances, ordinances vacating streets and alleys, and ordinances containing legal descriptions of urban revitalization areas and urban renewal areas.
- b. A city may maintain a code of ordinances either by compiling at least annually a supplement to the code of ordinances consisting of all new ordinances and amendments to ordinances which became effective during the previous year and adopting the supplement by resolution or by adding at least annually new ordinances and amendments to ordinances to the code of ordinances itself.

....

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 and adopted the supplements by resolution. Supplements are prepared on a quarterly basis by American Legal Publishing of Cincinnati, Ohio.

Supplement Number S-13 was originally provided in May but was inadvertently omitted for adoption due to a miscommunication that was noticed upon the recent arrival of S-14.

Therefore, both supplements are now being submitted together for approval through the attached resolution.

The paper version of Supplement Number S-14 contains an incorrect date in the preface for the most recent ordinance adoption. After being notified, American Legal Publishing corrected the date on the City Code of Ordinances website and confirmed the correction will appear in the next printed supplement. A PDF of the city code's online preface, indicating the correct date, is enclosed.

I respectfully request City Council approval of the resolution adopting Supplement Numbers 2024 S-13 and S-14 as part of the Code of Ordinances of the City of Dubuque.

RESOLUTION NO. -24

ADOPTING SUPPLEMENT NOS. 2024 S-13 AND S-14 TO THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA

Whereas, under date of August 17, 2009, the City Council, pursuant to Ordinance No. 43-09, readopted the Code of Ordinances of the City of Dubuque, Iowa in its entirety; and

Whereas, since August 17, 2009, the City of Dubuque, Iowa has compiled supplements to the Code of Ordinances consisting of all new ordinances and amendments to ordinances; and

Whereas, Section 380.8 of the Code of Iowa provides that supplements, adopted by resolution, become part of the Code of Ordinances; and

Whereas, Code Supplements are prepared by the American Legal Publishing of Cincinnati, Ohio and filed in the Office of the City Clerk of the City of Dubuque, Iowa; and

Whereas, Supplement No. S-13 was inadvertently omitted from adoption at the time of its publication and is now being submitted together with Supplement No. S-14; and

Whereas, Supplement No. S-14 contains an incorrect date in the published version of the preface that has been corrected on the City Code of Ordinances website and will be corrected in the next printed supplement.

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

Section 1. That Supplement Nos. 2024 S-13 and S-14 to the City of Dubuque Code of Ordinances, which codifies all ordinances through 57-24 as approved by the City Council through September 16, 2024, is hereby adopted, and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved, and adopted this 18th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

CITY CODE
of
DUBUQUE, IOWA

Code current through:

Ord. 57-24, passed 9-16-2024

Published by:

American Legal Publishing

525 Vine Street * Suite 310 * Cincinnati, Ohio 45202

1-800-445-5588 * www.amlegal.com

PREFACE

This code of the City of Dubuque, as supplemented, contains ordinances up to and including ordinance 57-24, passed September 16, 2024. 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

DUBUQUE, IOWA
Instruction Sheet
April 2024 - S-13 Supplement

REMOVE OLD PAGES

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Preface

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9-7 (CHAPTER 7 OPERATION...)
through 9-7 (2 pages)

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9-7-321.293 (2 pages)

9-7-321.285 (Over 20 miles...) through
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9-16-321.900 (over any street other...)
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PRIMARY...) through 16-2-3
(NONCONFORMING BUILDING...)
(2 pages)

16-2-3 (MANUFACTURING,
PRIMARY...) through 16-2-3
(NONCONFORMING BUILDING...)
(2 pages)

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16-2-3 (1 page)

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(4 pages)

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-S- (SOLICITOR'S LICENSE)
through -T- (TRANSIT SYSTEM
(Compensation)) (2 pages)

-M- (MOTOR VEHICLES.... (Obedience
To And Effect...)) through -M-
(MOTOR VEHICLES... (Parking
Prohibited On...)) (2 pages)

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(Compensation)) (2 pages)

CITY CODE
of
DUBUQUE
IOWA

Code current through:
Ord. 14-24, passed 4-15-2024

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PREFACE

This code of the City of Dubuque, as supplemented, contains ordinances up to and including ordinance 14-24, passed April 15, 2024. 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

April 2024

CHAPTER 5

HOUSING AGENCY AND COMMUNITY DEVELOPMENT COMMISSIONS

ARTICLE B. HOUSING COMMISSION

SECTION:

- 2-5B-1: Commission Created
- 2-5B-2: Purpose
- 2-5B-3: Internal Organization And Rules
- 2-5B-4: Procedures For Operation
- 2-5B-5: Membership
- 2-5B-6: Oath
- 2-5B-7: Terms
- 2-5B-8: Vacancies
- 2-5B-9: Officers/Organization
- 2-5B-10: Meetings
- 2-5B-11: Compensation
- 2-5B-12: Removal
- 2-5B-13: Powers
- 2-5B-14: Project Approval
- 2-5B-15: Monitor Housing Program; Conduct Hearings On Grievances

2-5B-1: COMMISSION CREATED:

There is hereby created the housing commission. (Ord. 67-15, 10-19-2015)

2-5B-2: PURPOSE:

The purpose of the commission is to undertake and carry out studies and analysis of housing needs and the meeting of such needs; to recommend proposed projects in the area of low and moderate income housing for the citizens of the city; to monitor the city's housing programs; and to conduct grievances regarding the rental assistance program, except in the area of property maintenance code enforcement. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

2-5B-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational

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procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 67-15, 10-19-2015)

2-5B-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 67-15, 10-19-2015)

2-5B-5: MEMBERSHIP:

- A. Number: The commission comprises ten (10) residents of the city.
- B. Age: Residents must be eighteen (18) years of age or older.
- C. Special Qualifications:
 - 1. At least three (3) members must be selected specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.
 - 2. One (1) member must be a person who is a recipient of tenant based rental assistance under section 8 of the United States Housing Act of 1937, whose name appears on a lease of section 8 property. If such member ceases to be a recipient of rental assistance under section 8, the term of such member is deemed terminated and a new member who meets the requirements of this subsection must be appointed for the remainder of the term.
 - 3. The remaining members are at-large members.
 - 4. No property owner or landlord accepting Housing Choice Vouchers may serve pursuant to 24 CFR 982.161 and Section 18 of the Annual Contributions Contract.
 - 5. Cross-Representation:
 - a. One (1) member must be appointed by the commission, with city council approval, to serve on the community development advisory commission.
 - b. One (1) member must be appointed by the commission, with city council concurrence, to serve on the long range planning advisory commission. (Ord. 74-15, 12-7-2015; amd. Ord. 5-21, 2-15-2021; Ord. 54-23, 12-4-2023)

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2-5B-6: OATH:

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 67-15, 10-19-2015)

2-5B-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representative appointees to the community development advisory commission and the long range planning advisory commission must coincide with their terms on the housing commission. (Ord. 67-15, 10-19-2015; amd. Ord. 5-21, 2-15-2021)

2-5B-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 67-15, 10-19-2015)

2-5B-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 67-15, 10-19-2015)

2-5B-10: MEETINGS:

- A. Regular Meetings: The commission must meet quarterly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the

April 2024

chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after each meeting, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Six (6) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 67-15, 10-19-2015; amd. Ord. 38-21, 11-1-2021)

2-5B-11: **COMPENSATION:**

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 67-15, 10-19-2015)

2-5B-12: **REMOVAL:**

Except as provided in subsection 2-5B-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 67-15, 10-19-2015)

2-5B-13: **POWERS:**

The commission has the following powers, duties, and responsibilities:

- A. To contribute as appropriate in the planning, coordinating, and review of housing development;
- B. To conduct public hearings to ensure meaningful citizen input in the planning, implementation, and assessment of the city's housing programs;
- C. To provide for and encourage the participation of low and moderate income persons in the planning, implementation, and assessment of housing programs;

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- D. To provide input into the community planning process and to assist in accomplishing a coordinated and consistent housing development program of the city in accordance with present and future housing needs;
- E. To request and review ongoing surveys assessing housing needs and identifying future community housing needs, particularly the needs of persons of low and moderate income;
- F. To support the efforts of the city council and other city commissions in the assessment of the general housing needs of the community;
- G. To undertake from time to time other specific ongoing housing planning which may be referred to it by the city council;
- H. To research and recommend to the city council policies and programs facilitating the development of affordable housing;
- I. To undertake public information efforts to educate citizens of the availability of federal, state, and locally funded housing assistance programs;
- J. To assist in the preparation of the housing element of the city comprehensive plan and the annual consolidated plan; and
- K. Undertake such additional duties, upon the request of the City Council. (Ord. 67-15, 10-19-2015; amd. Ord. 54-23, 12-4-2023)

2-5B-14: PROJECT APPROVAL:

Any proposed low rent housing project is subject to the approval of the city council and any project requiring a referendum as provided in the Iowa Code must be submitted to the voters of the city in accordance with the Iowa Code. (Ord. 67-15, 10-19-2015)

2-5B-15: MONITOR HOUSING PROGRAM; CONDUCT HEARINGS ON GRIEVANCES:

The commission monitors the city's housing program and conducts hearings on grievances arising out of the operation of such program with the exception of property maintenance code enforcement which is handled by the housing board of appeals. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

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B. Driver's Permit Requirements; Fee:

1. Permit Required: No person may drive a taxicab for hire upon the streets of the city and no person who owns or controls a taxicab may allow it to be so driven, unless the driver of said taxicab holds a valid taxicab driver's permit issued under the provisions of this article.

2. Application For Driver's Permit:

a. An application for a taxicab driver's permit must be filed with the city clerk's office on a form provided by the city clerk.

b. An applicant operating a taxicab with a seating capacity of less than seven (7) passengers must have, at a minimum, a valid Iowa class C noncommercial license or equivalent license issued by another state to obtain a taxicab driver's permit. An applicant operating a taxicab with a seating capacity of greater than seven (7) passengers must have, at a minimum, a valid Iowa class D chauffeur's license or equivalent license issued by another state to obtain a taxicab driver's permit. Temporary restricted licenses or work permit privileges are not sufficient to obtain a taxicab driver's permit.

c. An applicant will be ineligible for a taxicab driver's permit if any of the following apply:

(1) The applicant is restricted to operating motor vehicles equipped with an ignition interlock device.

(2) The applicant's driving privileges have been suspended, revoked, barred, canceled, denied, or disqualified in the prior three (3) year period.

(3) The applicant has been convicted of more than three (3) moving violations in the prior three (3) year period.

(4) The applicant has been convicted of violating section 321.218, 321.277, or 321J.21, or section 321A.32, subsection 1, in the prior three (3) year period.

(5) The applicant has been convicted in the prior seven (7) year period of a felony, of violating section 321J.2 or 321J.2A, or of any crime involving injury to another person, damage to the property of another person, or operating a vehicle in a manner that endangers another person.

(6) The applicant is registered on the national sex offender registry.

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d. The chief of police will investigate each applicant for a taxicab driver's permit and a report of such investigation will be attached to the application for consideration by the city clerk. Such report will state whether the applicant has, at a minimum, a valid Iowa class D-3 chauffeur's license or equivalent license issued by another state.

3. Consideration Of Application: The city clerk will, in consultation with the chief of police and upon consideration of the application and the required reports attached thereto, approve or reject the application.

4. Issuance Of Permit; Duration; Annual Fee:

a. Upon approval of an application for a taxicab driver's permit, the city clerk will issue a permit to the applicant upon the payment of the fee as established by the city manager or the city manager's designee. Such permit will be in effect for the remainder of the calendar year. The permit must be renewed every calendar year thereafter upon the payment of the fee as established by the city manager unless the license for the preceding year is suspended or has been revoked.

b. The driver must wear the taxicab driver's permit upon the clothing of the driver at all times while operating the taxicab.

5. Compliance With City, State, And Federal Laws: A taxicab driver permitted under this article must comply with all city, state, and federal laws.

6. Denial, Suspension, Or Revocation Of Permit:

a. The city clerk may deny, suspend, or revoke a taxicab driver's permit for good cause, including, but not limited to, any of the following:

(1) Failure or refusal to comply with the provisions of this article;

(2) The taxicab driver is restricted to operating motor vehicles equipped with an ignition interlock device;

(3) The taxicab driver's driving privileges have been suspended, revoked, barred, canceled, denied, or disqualified in the prior three (3) year period;

(4) The taxicab driver has been convicted of more than three (3) moving violations in the prior three (3) year period;

(5) The taxicab driver has been convicted of violating section 321.218, 321.277, or 321J.21, or section 321A.32, subsection 1, in the prior three (3) year period;

(6) The taxicab driver has been convicted in the prior seven (7) year period of a felony, of violating section 321J.2 or 321J.2A, or of any crime involving resisting law enforcement, dishonesty, injury to another person, damage to the property of another person, or operating a vehicle in a manner that endangers another person;

(7) The taxicab driver is registered on the national sex offender registry;

(8) Misrepresentation on the application for a taxicab driver's permit; or

(9) Violations against or loss, denial, suspension, or revocation of a taxicab driver's state of Iowa class D-3 chauffeur's license or equivalent license issued by another state.

b. Prior to suspension or revocation, the taxicab driver must be given not less than ten (10) days' written notice by the city clerk.

c. In the event of such denial, suspension, or revocation of a taxicab driver's permit, no other taxicab driver's permit will be issued to such person for a period of two (2) years thereafter.

7. Appeal: Within ten (10) days after written notice of the denial, suspension, or revocation of a taxicab driver's permit, a taxicab driver may file with the city clerk a written notice of appeal to the city manager from such revocation, suspension, or denial. The city manager must provide the taxicab driver with notice and an opportunity to be heard on the issue of whether the taxicab driver's permit was properly revoked, suspended, or denied.

8. Personal Nature; Transferability: The taxicab driver's permit is personal to the driver and may not be sold, assigned, mortgaged, or otherwise transferred.

9. Job Change: The taxicab driver's permit remains valid and personal to the driver through a change of employment. If a taxicab driver becomes employed by another taxicab company after the issuance of the taxicab driver's permit, such a change of employment must be reported to the city clerk within fourteen (14) days.

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10. Property Of City Clerk Upon Loss: If any taxicab driver's permit issued under this article is lost or mislaid, the taxicab driver must report such fact to the city clerk immediately. A duplicate permit will be issued upon payment of the fee as established by the city manager.

11. Reporting Requirements: If suspension, revocation, or any other disciplinary action is taken against a taxicab driver's state of Iowa class D-3 chauffeur's license or equivalent license issued by another state, the taxicab driver must report such action to the city clerk's office. (Ord. 7-13, 2-18-2013; amd. Ord. 29-16, 6-20-2016; Ord. 31-23, 6-20-2023; Ord. 56-23, 12-18-2023)

CHAPTER 7

OPERATION

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Over 20 miles per hour over (plus \$2.00 for each mile in excess of 20 miles per hour over limit)

Excessive speed in zones greater than 55 miles per hour:

1 through 5 miles per hour over

6 through 10 miles per hour over

11 through 15 miles per hour over

16 through 20 miles per hour over

Over 20 miles per hour over (plus \$5.00 for each mile in excess of 20 miles per hour over limit)

(Ord. 44-08, 6-16-2008; amd. Ord. 45-08, 6-21-2008; Ord. 59-09, 12-7-2009; Ord. 64-14, 10-20-2014; Ord. 26-21, 6-21-2021)

9-7-321.286: AUTOMATED SPEED ENFORCEMENT:

- A. General: In accordance with its police powers, the City may deploy, erect, or cause to have erected an automated speed enforcement system for capturing images of motor vehicles that violate speed laws by failing to obey the posted speed regulations within the City. The system may be managed by an Automated Speed Enforcement Contractor that owns and operates the requisite equipment. The police department shall retain supervisory control over the system. The Automated Speed Enforcement Contractor shall provide photographic and/or video images of any potential violations to the police department to review and, in the event the police department determines a vehicle was operated in violation of the City's speed ordinances, the police department shall direct that a notice of Automated Speed Citation be issued to the vehicle owner in accordance with this section.

B. Definitions:

AUTOMATED SPEED CITATION:	A notice of violation generated in connection with the Automated Speed Enforcement System.
AUTOMATED SPEED ENFORCEMENT CONTRACTOR:	The company or entity, if any, with which the City of Dubuque contracts to provide equipment and/or services in connection with the Automated Speed Enforcement System.

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AUTOMATED SPEED ENFORCEMENT SYSTEM:	An electronic system consisting of a photographic, video, electronic, or digital camera, a speed sensor, and a vehicle sensor installed to work in conjunction with an official traffic controller or police department employee to automatically produce photographs, video, or digital images of each vehicle violating a speed limit ordinance.
DIVIDED HIGHWAY:	A roadway that is separated by a median.
LOW OR MODERATE INCOME also referred to as "LMI":	An individual earning no more than eighty percent (80%) of the higher of the median family income of the county or the statewide non-metropolitan area as determined by the latest United States department of housing and urban development, section 8 income guidelines.
UNDIVIDED HIGHWAY:	A roadway without median separation.
VEHICLE OWNER:	The person or entity identified by the Iowa Department of Transportation, or identified by any other state vehicle registration office, as the registered owner of a vehicle detected violating a traffic ordinance by failing to obey a speed regulation within the City. Notwithstanding the foregoing, in the event the Iowa Department of Transportation or any other state vehicle registration office identifies a person or entity as the lessee of the vehicle, that lessee shall be the Vehicle Owner for purposes of this section. In the event a state registration office does not specify whether a person or entity listed on the registration for the vehicle is the owner or the lessee of the vehicle, any person or entity listed on that vehicle registration may be deemed the Vehicle Owner and held jointly and severally responsible for a violation of this section.

C. Vehicle Owner Subject To Civil Fine For Automated Speed Citations:

1. If a vehicle is detected traveling at a speed above the posted limit, the Vehicle Owner shall be subject to a civil penalty as scheduled below in subsection D.
2. Exemptions from this section are set forth in subsection G and shall not be considered violations for purposes of the Automated Speed Enforcement System.

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3. In no event will an Automated Speed Citation be sent or reported to the Iowa Department of Transportation or similar department of any other state for the purpose of being added to the Vehicle Owner's driving record.

D. Notice Of Automated Speed Citation; Fines:

1. Upon a Dubuque Police Officer's determination that the Automated Speed Enforcement System has detected a violation described in subsection C1, a notice of an Automated Speed Citation will be mailed to the Vehicle Owner for each such violation recorded by the Automated Speed Enforcement System. The Automated Speed Enforcement Contractor shall mail the notice within thirty (30) days after receiving information about the Vehicle Owner. The notice shall include the name and address of the Vehicle Owner; the vehicle make, if available and readily discernable; the vehicle registration number; the violation alleged; the time, date, and location of the alleged violation; the applicable civil penalty; information as to the manner in which the Automated Speed Citation may be challenged; and that the basis of the notice is a photographic or video record generated by an Automated Speed Enforcement System.

2. Speed Zone Under Forty Five (45) Miles Per Hour And Undivided Highways With Speed Zone Forty Five (45) Miles Per Hour:

Any violation of subsection C1 which occurs in an area:

- a. With a speed limit under forty five (45) miles per hour or
- b. On an Undivided Highway where the speed zone is forty five (45) miles per hour;

shall be subject to a civil penalty as scheduled in the table below, and the civil penalty for any violation committed in a designated construction zone (as provided by the Code of Iowa), shall be doubled, as scheduled below, subject in any event to the statutory limit on civil penalties applicable to municipal infractions.

<45 mph Speed Limit and Undivided Highways with 45 miles per hour Speed Limit						
Over Speed Limit (MPH)	First Offense Civil Penalties	Second Offense Civil Penalties	Third & Subsequent Offenses Civil Penalties*	Third Offense Community Service Options	Fourth Offense Community Service Options - LMI Individuals ONLY	Construction & School Zones Civil Penalties
1 - 5	N/A	N/A	N/A	N/A	N/A	\$0
6 - 10	N/A	N/A	N/A	N/A	N/A	\$100

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<45 mph Speed Limit and Undivided Highways with 45 miles per hour Speed Limit						
Over Speed Limit (MPH)	First Offense Civil Penalties	Second Offense Civil Penalties	Third & Subsequent Offenses Civil Penalties*	Third Offense Community Service Options	Fourth Offense Community Service Options - LMI Individuals ONLY	Construction & School Zones Civil Penalties
11 - 15	\$100 Courtesy Waiver	\$125 50% reduction to \$62.50	\$150	Community Service Available	Community Service Available	1st Offense: \$200 2nd Offense: \$250 3rd & Subsequent: \$300
16 - 20	\$125 Courtesy Waiver	\$150 50% reduction to \$75	\$175	Community Service Available	Community Service Available	1st Offense: \$250 2nd Offense: \$300 3rd & Subsequent: \$350
21 - 25	\$150	\$175	\$200	N/A	Extra Community Service Required	1st Offense: \$300 2nd Offense: \$350 3rd & Subsequent: \$400
26 - 30	\$175	\$200	\$225	N/A	Extra Community Service Required	1st Offense: \$350 2nd Offense: \$400 3rd & Subsequent: \$450
31 +	\$200	\$225	\$250	N/A	Extra Community Service Required	1st Offense: \$400 2nd Offense: \$450 3rd & Subsequent: \$500
*After issuance of a First and Second offense all Third and Subsequent Offenses shall move into the civil penalty category for Third & Subsequent Offenses.						

3. Divided Highways with a Speed Limit Forty Five (45) Miles Per Hour Or Higher:

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Any violation of subsection C1 which occurs on a divided highway with a speed limit forty five (45) miles per hour or higher shall be subject to a civil penalty as scheduled in the table below, and the civil penalty for any violation committed in a designated construction zone (as provided by the Code of Iowa), shall be doubled, as scheduled below, subject in any event to the statutory limit on civil penalties applicable to municipal infractions.

Divided Highways with a Speed Limit 45 miles per hour or Higher						
Over Speed Limit (MPH)	First Offense Civil Penalties	Second Offense Civil Penalties	Third & Subsequent Offenses Civil Penalties*	Third Offense Community Service Options	Fourth Offense Community Service Options - LMI Individuals ONLY	Construction & School Zones Civil Penalties
1 - 5	N/A	N/A	N/A	N/A	N/A	\$0
6 - 10	N/A	N/A	N/A	N/A	N/A	\$100
11 - 15	N/A	N/A	N/A	N/A	N/A	\$200
16 - 20	\$125 Courtesy Waiver	\$150 50% reduction to \$75	\$175	Community Service Available	Community Service Available	1st Offense: \$250 2nd Offense: \$300 3rd & Subsequent: \$350
21 - 25	\$150	\$175	\$200	N/A	Extra Community Service Required	1st Offense: \$300 2nd Offense: \$350 3rd & Subsequent: \$400
26 - 30	\$175	\$200	\$225	N/A	Extra Community Service Required	1st Offense: \$350 2nd Offense: \$400 3rd & Subsequent: \$450
31 +	\$200	\$225	\$250	N/A	Extra Community Service Required	1st Offense: \$400 2nd Offense: \$450 3rd & Subsequent: \$500
*After issuance of a First and Second offense, all subsequent offenses shall move into the civil penalty category for Third & Subsequent Offenses.						

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- E. Challenging An Automated Speed Citation: Within thirty (30) days from the date appearing at the top of a notice of Automated Speed Citation sent to the Vehicle Owner, the Vehicle Owner may either pay the fee associated with the citation or challenge the citation by submitting a written challenge to the citation or requesting that a municipal infraction be filed pursuant to Iowa Code §364.22. Any such written challenge or request must be on a form specified by and available from the City as indicated on the notice and be sent to the City according to the instructions on that form. Upon receipt of a written challenge, a Dubuque Police Officer shall determine whether the citation should be rescinded. Within thirty (30) days after the City receives such a challenge, the City shall notify the Vehicle Owner whether the challenge to the Automated Speed Citation is successful, in which case, the citation shall be rescinded. Otherwise, the citation shall stand. Thereafter, the City may seek voluntary payment and/or file the citation as a municipal infraction against the Vehicle Owner, all as set forth in subsection (F) hereof.
- F. Failure To Timely Pay Or Challenge Automated Speed Citation: If the recipient of an Automated Speed Citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided herein, the City may file a municipal infraction against the Vehicle Owner in accordance with City Code § 1-4-2 and § 364.22 of the Code of Iowa, seeking judgment for the violation and the applicable civil penalty provided in subsections C and D, plus state-mandated filing fees and court costs. If judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgment together with interest as permitted by law. Collection of the judgment may include referral to the State of Iowa Offset Program administered by the Department of Administrative Services, State Accounting Enterprise, or any similar subsequent agency. Notwithstanding the City's right to file a municipal infraction, the City may first seek voluntary payment of the fine by sending a written request for payment to the Vehicle Owner and/or referring the matter to a private service agent to conduct collection in accordance with all applicable law.
- G. Exemptions From Section 9-7-321.386: The following shall not be considered violations of this ordinance:
1. The operator of the vehicle in question was issued a uniform traffic citation for the violation in question pursuant to City Code section 9-7-321.285 or Chapter 321 of the Code of Iowa.
 2. The violation occurred at any time after the vehicle in question or its state registration plates were reported to a law enforcement agency as having been stolen, provided, however, the vehicle or its plates had not been recovered by the Vehicle Owner at the time of the alleged violation.

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3. The vehicle in question was an authorized emergency vehicle.
4. The Dubuque Police Officer inspecting the recorded image determines that the vehicle in question was lawfully participating in a funeral procession.

The foregoing list of exemptions from Section 9-7-321.286 shall not be construed as limiting the defenses available to challenge an Automated Speed Citation or defend against a municipal infraction. (Ord. 52-23, 11-20-2023)

9-7-321.287:

RESERVED:

(Ord. 44-08, 6-16-2008)

9-7-321.288:

CONTROL OF VEHICLE:

- A. A person operating a motor vehicle shall have the same vehicle under control at all times.
- B. A person operating a motor vehicle shall reduce the speed to a reasonable and proper rate:
 1. When approaching and passing a person walking in the traveled portion of the public street.
 2. When approaching and passing an animal which is being led, ridden, or driven upon a public street.
 3. When approaching and traversing a crossing or intersection of public streets, or a sharp turn, curve, or steep descent in a public street.
 4. When approaching and passing a fusee, flares, red reflector electric lanterns, red reflectors, or red flags, or an emergency vehicle displaying a revolving or flashing light.
 5. When approaching and passing a slow moving vehicle displaying a reflective device as provided by section 321.383, code of Iowa.
 6. When approaching and passing through a road work zone. (Ord. 47-12, 8-20-2012)

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9-7-321.289: SIGNS TO BE ERECTED:

On a street on which the rate of speed changes, other than primary roads and extensions of primary roads, there shall be erected by the city suitable standard signs showing the points at which the rate of speed changes on such street and the maximum rate of speed in the district which the vehicle is entering. (Ord. 44-08, 6-16-2008)

9-7-321.290: RESERVED:

(Ord. 44-08, 6-16-2008)

9-7-321.291: SPEEDING VIOLATION FORM:

In every charge of violation of section 9-7-321.285 of this chapter the information and the notice to appear shall specify the speed at which the defendant is alleged to have driven and also the speed limit applicable within the district or at the location. (Ord. 44-08, 6-16-2008)

9-7-321.292 - 9-7-321.293: RESERVED:

(Ord. 44-08, 6-16-2008)

over any street other than shown in such routing instructions. (Ord. 44-08, 6-16-2008)

9-16-321.901: **MOTOR TRUCK ROUTES:**

- A. For purposes of this section a "marked highway" shall mean: Highway 20, Highway 151, Highway 61, the Northwest Arterial, the Southwest Arterial, Kerper Boulevard, Seippel Road, and Chavenelle Road.
- B. Motor trucks registered for a gross weight limit exceeding ten thousand (10,000) pounds (5 tons) must travel over marked highways when operating in the city and may not depart from such marked highways, except that any motor truck whose destination is in the city may depart from such highway at that point on the highway nearest to its destination and then proceed directly to such destination.
- C. Motor trucks whose trips originate within the city must travel by the most direct route to that point on a marked highway nearest to such point of origin.
- D. Motor trucks entering the city on an unmarked highway must proceed to the nearest marked highway by the most direct route and then proceed to their destination.
- E. Motor trucks registered for a gross weight limit exceeding ten thousand (10,000) pounds (5 tons) must not travel over the following streets:
 - Ice Harbor Drive, from 1st Street to the 3rd Street Overpass.
 - Main Street, from 5th Street to 9th Street.
- F. Motor trucks originating in Dubuque County or with a destination located in Dubuque County shall be authorized to drive on Central Avenue and White Street.
- G. The city manager is authorized to designate and establish by appropriate signs alternate motor truck routes and to post signs limiting motor trucks registered with a gross weight limit exceeding ten thousand (10,000) pounds (5 tons) from operating on nonhighway streets and the streets designated in subsection D of this section.
- H. The provisions of this section governing the travel of motor trucks on residential streets do not apply to public or private carriers of passengers on tour, fixed demand response, or dial-a-ride routes or school or church buses.
- I. The scheduled fine for a violation of this section is fifty dollars (\$50.00). (Ord. 19-13, 4-1-2013; amd. Ord. 30-20, 8-3-2020; Ord. 1-23, 1-3-2023; Ord. 55-23, 12-18-2023)

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9-16-321.902: **RESERVED:**

(Ord. 19-13, 4-1-2013)

9-16-321.903: **HEAVY VEHICLES PROHIBITED ON CERTAIN
BRIDGES:**

A. When signs are erected giving notice thereof, no person shall operate a vehicle exceeding the posted gross vehicle weight limits on, or over the following bridges:

10 tons	Louise Lane Bridge
12 tons	Brunskill Road Bridge
20 tons	Cousins Road Bridge

B. This section shall not apply to implements of husbandry or to implements of husbandry loaded on hauling units for transporting the implements to locations for purposes of repair.

C. A person who violates this section shall, upon conviction or a guilty plea, be subject to a fine determined by dividing the difference between the actual weight of the vehicle and the maximum weight allowed by this section by one hundred (100) and multiplying the quotient by two dollars (\$2.00). (Ord. 44-08, 6-16-2008)

DIVISION 3. ADMINISTRATION

9-16-321.1000: **ARREST, NOTICE TO APPEAR:**

Whenever a peace officer has reasonable cause to believe that a person has violated any provisions of this title, such officer may:

- A. Immediately arrest such person; or
- B. Without arresting the person, prepare in triplicate a written summons to appear in court containing the name and address of such person, the operator's or chauffeur's license number, if any, the registration number, if any, of such person's vehicle, the offense charged, and the time when and the place where such person shall appear in court. (Ord. 44-08, 6-16-2008)

November 2013

CITY CODE
of
DUBUQUE
IOWA

Code current through:
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CHAPTER 1

WATER USE AND SERVICE

ARTICLE C. RATES

SECTION:

- 13-1C-1: Residential, Commercial, Industrial And All Other Uses
 13-1C-2: Fire Sprinkler Service
 13-1C-3: Construction Use
 13-1C-4: Payment Of Bills

13-1C-1: **RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND ALL OTHER USES:**

- A. Rates Established: The rates to be charged for water for residential, commercial, industrial and all other uses and purposes by any person, firm or corporation within the City shall be based on units of one hundred (100) cubic feet (748 gallons) or per gallon as follows:

Monthly Consumption (In Hundreds Of Cubic Feet)	Charge Per Hundred Cubic Feet
First 30	\$4.91
Next 120	3.99
Next 350	3.71
Next 500	3.27
Over 1,000	2.90

Monthly Consumption (In Gallons)	Charge Per Gallon
First 22,440	\$0.00651
Next 89,760	0.00534
Next 261,800	0.00497

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Monthly Consumption (In Gallons)	Charge Per Gallon
Next 374,000	0.00439
Over 748,000	0.00384

Rates shall be subject to the following minimum monthly charge according to the size of the meter:

Meter Size (Inches)	Monthly Consumption (In Hundreds Of Cubic Feet)	Monthly Consumption (In Gallons)	Minimum Charge
$\frac{5}{8}$	2	1,496	\$ 9.74
$\frac{3}{4}$	5	3,740	24.35
1	8	5,984	38.96
$1\frac{1}{2}$	26	19,448	126.61
2	46	34,408	209.99
3	106	79,288	449.65
4	168	125,664	692.32
6	368	275,264	1,435.83
8	625	467,500	2,337.01

A property owner shall pay a fifty dollars (\$50.00) disconnect fee for water service that is disconnected by the city for a meter not in service. When a tenant account is subject to disconnection due to delinquency, the tenant shall pay the \$50.00 disconnect fee.

A fifty dollars (\$50.00) service call fee shall be charged to property owners or tenant account for those service calls that are determined to be related to customer negligence.

An eight dollar and ninety cent (\$8.90) minimum monthly charge shall be assessed for meters not in service.

- B. Rates Outside City Limits: The rates to be charged for water supplied by the City to residential, commercial, industrial and other uses and purposes by any person outside the corporation limits of the City, shall be at one hundred fifty percent (150%) of the rates set forth in subsection A of this section.

- C. **Estimated Billings:** For all meters in service, bills will be issued monthly. When a meter is not read monthly for any reason, bills will be issued on estimated consumption. For estimated billings, either on alternate months or when readings are not obtainable for any reason, consumption will be predicated on the monthly average of past usage for the meter. For estimated bills issued for an account in which historical data is not available, billing will be predicated on the minimum charge and related consumption identified for the size of the meter in service for the particular account.
- D. **Adjustments From Estimated Readings:** Adjustments from estimated readings will be made when an actual meter reading is obtained. The adjustment will be reflected on the user's next regular bill.
- E. **Residential Rate Exception:** The city manager shall establish a policy for evaluating cases of extreme financial hardship and the city's ability to make adjustments in the monthly residential rate as determined by the terms and conditions of the policy and the funds allocated, and available, through the budget process. (2007 Code § 44-201; amd. Ord. 15-19, 3-7-2019, eff. 7-1-2019; Ord. 14-20, 4-23-2020; Ord. 23-20, 6-1-2020; Ord. 6-21, 3-24-2021, eff. 7-1-2021; Ord. 10-22, eff. 7-1-2022; Ord. 11-23, 3-23-2023, eff. 7-1-2023; Ord. 10-24, 4-15-2024, eff. 7-1-2024)

13-1C-2: FIRE SPRINKLER SERVICE:

Customers who have fire sprinkler service shall be billed for this service on a monthly basis. The monthly charge shall be as follows:

Current Number Of Heads	Monthly Charges
Up to 200 (minimum)	\$ 29.85
200 - 299	35.83
300 - 399	41.72
400 - 599	47.76
600 - 799	53.67
800 - 999	59.68
1,000 - 1,199	65.67
1,200 - 1,399	71.57
1,400 - 1,599	77.55
1,600 - 1,799	83.53

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Current Number Of Heads	Monthly Charges
1,800 - 1,999	89.44
2,000 - 2,199	95.44
2,200 - 2,399	101.40
2,400 - 2,599	107.39
2,600 - 2,799	113.34
2,800 - 2,900	119.46
3,000 - 3,499	125.26
Over 3,500 (for each additional 500 heads or fraction thereof)	5.95

(Ord. 16-19, 3-7-2019, eff. 7-1-2019; amd. Ord. 15-20, 4-23-2020; Ord. 7-21, 3-24-2021, eff. 7-1-2021; Ord. 11-22, eff. 7-1-2022; Ord. 12-23, 3-23-2023, eff. 7-1-2023; Ord. 11-24, 4-15-2024, eff. 7-1-2024)

13-1C-3: CONSTRUCTION USE:

- A. Application For Temporary Water Service; Deposit: When a temporary water service is desired for construction work, application shall be made to the City Manager. A deposit equal to the actual cost of the meter and fittings shall be paid in advance. The applicant shall guarantee payment of such water service charges and return said meter in good condition.
- B. Installation Of Meter: The applicant shall thereupon install a suitable meter, furnished by the City, and shall pay for all water furnished in accordance with the then prevailing water rates including minimum monthly charges.
- C. Payment Of Charge When Installation Of Meter Impractical: If it is the opinion of the City Manager that placement of a meter is impractical, then the deposit for meter and fittings shall not be required, but a charge, as determined by the City Manager, after official publication, shall be made, but under no circumstances shall water be used for sprinkling lawns, wetting down yards or compacting of soil unless a meter has been installed on the service, or arrangements have been made for such usage.
- D. Water Rate For Various Other Purposes: The rate for water charged for other purposes not mentioned herein, such as for circuses, carnivals, fairs, skating rinks, swimming pools, tank wagons and filling cisterns will be made by the City Manager when application is made for the same at the Water Office. (2007 Code § 44-203)

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CHAPTER 2

SEWERS AND SEWAGE DISPOSAL

ARTICLE C. RATES

SECTION:

13-2C-1:	Purpose
13-2C-2:	Definitions
13-2C-3:	Rates Established
13-2C-4:	Areas Not Served By Public System
13-2C-5:	Lien For Failure To Pay
13-2C-6:	Cost Of Collection

13-2C-1: **PURPOSE:**

It is hereby determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the City to levy and collect just and equitable charges, rates or rentals upon all lots, parcels of real estate and buildings that are connected directly or indirectly with the sanitary sewage system of the City, the proceeds of such charges or rentals so derived to be used for the purpose of constructing, operating, maintaining and repairing such sewage treatment plant. (2007 Code § 44-82)

13-2C-2: **DEFINITIONS:**

The following words and terms, as used in this article, shall be deemed to mean and be construed as follows:

CONTRIBUTOR:	Any person responsible for the production of domestic, commercial or industrial waste which is directly or indirectly discharged into the City's sanitary sewer system.
SEWAGE SERVICE CHARGE:	Any and all rates, charges, fees or rentals levied against and payable by the contributors, including special contracts or agreements which have been or may be negotiated by and between the City, commercial establishments, industries, manufacturing plants or

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corporations for the purpose of collecting rates, charges, fees or rentals.

**SEWAGE
TREATMENT
PLANT:**

Any and all units of the Municipal sewage treatment system owned and operated by the City, including the interceptor sewer system, the pumping stations delivering sewage to the plant and the outfall sewer system.

**WATER
DEPARTMENT:**

The City Water Department. (2007 Code § 44-81)

13-2C-3: RATES ESTABLISHED:

Contributors whose property lies within the corporate limits of the City, except as otherwise provided in this article, shall pay to the City at the same time payment for water services is made, a sewer service charge computed on water consumption on the following rates:

A. Basic Charges:

1. The sewer rates and charges shall be based on the quantity of water used on or in the property or premises. For all customers utilizing sewer service, bills will be issued on estimated consumption. For estimated billings, either on alternate months, or when a reading on a water meter is not obtainable for any reason, consumption will be predicated on the monthly average of the past usage for the metered account. For estimated bills issued for an account in which historical data is not available, billing will be predicated on the minimum charge and related consumption identified in subsection C7 of this section for the size of the water meter in service for the particular account.

2. Basic Charge Exception: The city manager shall establish a policy for evaluating cases of extreme financial hardship for residential customers and the city's ability to make adjustments in the monthly basic charge for residential customers as determined by the terms and conditions of the policy and the funds allocated, and available, through the budget process.

B. Schedule Of Rates:

Rate per each 100 cubic feet	\$6.83
Rate per each gallon	0.00913

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C. Service Charge:

1. When a parcel of real estate, property or building discharging sanitary sewage, industrial wastes, water or other approved waste, either directly or indirectly into the City's sanitary sewer system, is not a user of water supplied by the City Water Division and the water used thereon or therein is not acceptable to the City, the amount of water used shall be determined by the City in such a manner as the City Manager may elect to establish the rate of charge as provided in this article, or the owner or other interested parties at their expense, may install and maintain a meter acceptable to the City for said purposes.

2. When a parcel of real estate, property or building discharging sanitary sewerage, industrial wastes, water or other approved waste, either directly or indirectly into the City's sanitary sewer system, is a user of water supplied by the City Water Division and in addition uses water from another source which is not measured by a water meter or is measured by a water meter not acceptable to the City, the amount of water used shall be determined by the City in such a manner as the City Manager may elect in order to establish the rate of charge as provided in this article, or the owner or other interested parties at their expense may install and maintain a meter acceptable to the City for said purposes.

3. When a parcel of real estate, property or building discharging sanitary sewage, industrial wastes, water or other approved waste, either directly or indirectly into the City's sanitary sewer system, is not a user of water supplied by the City Water Division, the amount of sanitary sewage, industrial wastes, water or other approved waste discharged into the sanitary sewer system shall be determined by the City in such a manner as the City Manager may elect in order to establish the rate of charge as provided in this article, or the owner or other interested parties at their expense, may install and maintain a sewage meter acceptable to the City for said purposes.

4. The City Council may, in its discretion, when applicable, permit connection to the City sanitary sewer system of properties located outside the corporate limits upon such terms and conditions as it may establish; provided, however, that such terms shall not be more favorable to such property than rates herein established for City users.

5. In order that the rates and charges may be modestly and equitably adjusted to the service rendered, the City shall have the right to base its charges not only on volume, but also on the strength and content of the sewage and wastes of the user. The City shall have the right to measure and determine the strength and content of all sewage and wastes discharged either directly or indirectly into the City's sanitary sewer system, in such manner and by such methods as it may deem practicable in the light of the conditions and

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circumstances of the case in order to determine the proper charge. Extra charges will be applicable and negotiated with users on an individual account basis when concentration of the sewage exceeds three hundred milligrams per liter (300 mg/L) of biochemical oxygen demand, three hundred fifty milligrams per liter (350 mg/L) of suspended solids or two percent (2%) or more of the flow rate into the sewage treatment plant.

6. The rates and charges may be billed to the tenant and tenants occupying the properties served, unless otherwise requested in writing by the owners, but such billings shall in no way relieve the owner from liability in the event payment is not made as required in this article.

7. Where the quantity of water consumed is such that the minimum of service is charged, the minimum sewer service charge, according to the size of the meter, shall be as follows:

Meter Size (Inches)	Minimum Charge	Allowance (Cubic Feet)	Allowance (Gallons)
5/8	\$13.67	200	1,496
3/4	34.16	500	3,740
1 or larger	54.66	800	5,984

(2007 Code § 44-83; amd. Ord. 10-17, 3-7-2017, eff. 7-1-2017; amd. Ord. 17-19, 3-7-2019, eff. 7-1-2019; Ord. 16-20, 4-23-2020; Ord. 24-20, 6-1-2020; Ord. 8-21, 3-24-2021, eff. 7-1-2021; Ord. 12-22, eff. 7-1-2022; Ord. 13-23, 3-23-2023, eff. 7-1-2023; Ord. 12-24, 4-15-2024, eff. 7-1-2024)

13-2C-4: **AREAS NOT SERVED BY PUBLIC SYSTEM:**

The rates, service charges, rentals or fees as provided in this article shall become effective at the time sewage from the contributors is first directed to the sanitary sewer system. At the time sanitary sewers are constructed in areas not now served by a sanitary sewer system, contributors shall be granted a reasonable time to make connection to the sewer. The effective date of the sewage service charge and the reasonable time to connect to the sanitary sewer system will be determined by the City Manager. (2007 Code § 44-84)

13-2C-5: **LIEN FOR FAILURE TO PAY:**

A. Lien For Delinquent Rates And Charges: The city shall have a lien upon the real property served by the sanitary system for all delinquent rates and charges. Bills for sewage charges shall be delinquent when the same are

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13-4-5: SFU RATE, CHARGES; UTILITY REVENUES:

- A. Square Feet Equivalency: For purposes of this chapter, an SFU shall be equivalent to two thousand nine hundred seventeen (2,917) square feet of impervious property.
- B. Monthly Service Charge: Except as provided in this chapter, every contributor owning or occupying a single-family residential property, multi-family residential property, or a nonresidential property, other than exempt property, shall pay to the city, at the same time payment is made for water service, sanitary sewer or refuse, a stormwater management charge to be determined and billed as provided in this chapter. In the event the owner and the occupant of a particular property are not the same, the liability for payment of the stormwater management charge attributable to that property shall be joint and several as to the owner and occupant. The stormwater management charge shall be a monthly service charge and shall be determined by this chapter and the SFU rate which is established in this chapter and from time to time adjusted as provided in this chapter.
- C. Application And Computation: The stormwater management charges provided in sections 13-4-6 through 13-4-8 of this chapter shall be applied and computed for each contributor during the customary billing periods as to all bills mailed by the city treasurer, and such charges shall thereafter be paid and collected as provided in this chapter.
- D. The SFU rate to be applied to residential and nonresidential properties shall be \$10.50 per SFU.
- E. Authority To Adjust Rate: If at any time the director determines that the SFU rate and/or the budget for the stormwater management utility system requires adjustment, the director shall report such determination to the city manager and city council. The city council may at any time adjust the SFU rate by adoption of an ordinance amending this section, and may at any time adjust the budget for the stormwater management utility system by adoption of an appropriate resolution.
- F. Policy On Expenditure Of Revenues: The city council hereby establishes a formal policy regarding the expenditure of stormwater management utility revenues as follows:
 - 1. The city manager shall develop and implement a cost accounting system, capable of accurately recording and segregating charges to the system by all departments of the city, to include the cost of personnel, machinery, contract equipment and construction, supplies, depreciation, and any and all miscellaneous expenses and purchases.

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2. No revenues generated by the stormwater utility user fee shall be used for any purpose other than stormwater expenses. (2007 Code § 44-274; amd. Ord. 16-14, 3-5-2014; Ord. 3-20, 1-21-2020; Ord. 21-20, 6-1-2020; Ord. 10-21, 3-24-2021; Ord. 13-22, 3-29-2022; Ord. 14-23, 3-23-2023, eff. 7-1-2023; Ord. 14-24, 4-15-2024, eff. 7-1-2024)

13-4-6: SINGLE-FAMILY RESIDENTIAL PROPERTY:

- A. **Percentage Of SFU Rate:** The stormwater management charge for a single-family residential property shall be the following percentage of the SFU rate:

Impervious Area Of Property (Square Feet)	SFU Rate
1,471 or less	50 percent
1,472 to 4,374	100 percent
4,375 or more	150 percent

- B. **Commencement Of Charge:** As to a new single-family residence, the stormwater management charge attributable to that residence shall commence upon the earlier of the following:
1. The issuance of a permanent water meter.
 2. If no water meter is issued for that development or if development has halted, on the date that the director or the director's designee determines in reasonable judgment that the development is substantially complete or has been halted for at least three (3) months.
- C. **Charge Exception:** The city manager shall establish a policy for evaluating cases of extreme financial hardship for single-family residential customers and the city's ability to make adjustments in the monthly charge for single-family residential customers as determined by the terms and conditions of the policy and the funds allocated, and available, through the budget process.
- D. **Appeal Determination Of Charge:** Any owner or occupant of a residential property aggrieved by the director's calculation of the stormwater management charge as provided in this section may appeal such determination to the director as provided in section 13-4-9 of this chapter. (2007 Code § 44-275; amd. Ord. 21-20, 6-1-2020)

13-4-7: NONSINGLE-FAMILY RESIDENTIAL PROPERTY:

- A. The stormwater management charge for a non-singlefamily residential property shall be the following percentage of the SFU rate multiplied by the number of dwelling units on the property:

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CHAPTER 6

SOLID WASTE

SECTION:

- 13-6-1: Definitions
- 13-6-2: Deposits On Other Public Or Private Property
- 13-6-3: Wrapping And Draining Of Certain Solid Wastes
- 13-6-4: Unlawful Accumulations
- 13-6-5: Storage And Accumulation Restricted
- 13-6-6: Hazardous And Prohibited Wastes Regulated
- 13-6-7: Vehicles Hauling Solid Waste
- 13-6-8: Use Of State Approved Dump Site Or Disposal Project

13-6-1: **DEFINITIONS:**

For the purpose of this chapter the following definitions shall apply:

BUILDING MATERIALS: Any material such as lumber, floor coverings, brick, plaster, sheet metal or any other substances accumulated as a result of repairs or additions to existing buildings, construction of new buildings or demolition of existing structures.

BULKY ITEM(S): Any items that do not fit into a city-issued refuse cart and that are larger than three feet by two feet (3' x 2') or weigh more than forty (40) pounds.

CLASS I PREMISES: Shall mean and include the following properties in the City of Dubuque:

- A. Single-family dwellings.
- B. Multiple-family dwellings up to and including six (6) dwelling units.
- C. Dwelling units in business or commercial premises.

Where two (2) or more laterally connected or joined dwelling units, including condominiums, townhouses,

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and row houses, in which each dwelling unit has separate access and utility service, each dwelling unit shall constitute a single-family dwelling.

CLASS II PREMISES: Residential premises other than Class I residential premises, located in the City of Dubuque, including:

A. Dwellings in trailer courts;

B. Schools, colleges, churches, convents, nursing homes, rooming houses and other semiprivate institutions; and

C. Multiple-family dwellings exceeding six (6) dwelling units.

CLASS III PREMISES: All business and commercial premises located in the City of Dubuque, including that part of a residential premises with a business or commercial use.

DWELLING: Shall mean and include any building or portion thereof containing one or more dwelling units.

DWELLING UNIT: Shall mean and include one or more connected rooms having complete kitchen facilities and arranged, designed, or used as living quarters for one family only.

FOOD SCRAPS: Solid, semisolid, and liquid animal and vegetable residuals resulting from the handling, preparing, cooking, storing, serving and consuming of food.

GARBAGE: All solid and semisolid, putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving and consuming of food or of material intended for use as food, and all offal, excluding useful industrial byproducts, and shall include all such substances from all public and private establishments and from all residences.

HAZARDOUS WASTES: Waste materials, including, but not limited to, poisons, pesticides, herbicides, acids, caustics, biohazardous wastes, flammable or explosive materials and similar harmful wastes which require special handling, and which must be disposed of in such a manner as to conserve the environment and protect the public health and safety.

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ORGANIC WASTE:	Any biodegradable waste material originating from plants, animals, or other natural sources that can be decomposed or broken down into simpler organic compounds through biological processes. This includes but is not limited to food scraps, yard waste, paper products, and other biodegradable materials. Organic waste does not include materials such as plastics, metals, or glass which do not readily decompose under natural conditions.
OWNER:	In addition to the record titleholder, any person residing in, renting, leasing, occupying, operating, or transacting business in any premises and as between such parties, the duties, responsibilities, liabilities, and obligations hereafter imposed shall be joint and several.
PREMISES:	A building or part of a building and its grounds located in the City of Dubuque.
RECYCLABLE MATERIALS:	Materials, as designated by the City of Dubuque and set out in this chapter, which would otherwise become solid waste that can be source separated, collected, processed, and returned to the economic stream in the form of raw materials or products.
REFUSE:	All landfilled material generated by occupiers of land within the City of Dubuque corporate limits, whether recyclable or nonrecyclable material.
SOLID WASTE:	Garbage, refuse, rubbish, recyclable materials, organic waste, and other similar discarded solid or semisolid materials, including, but not limited to, such materials resulting from industrial, commercial, agricultural, and domestic activities. Solid waste does not include toxic or hazardous materials.
YARD WASTE:	Organic materials generated from routine maintenance and landscaping activities within residential, commercial, or public properties. This includes grass clippings, leaves, branches, shrub trimmings, and other vegetative matter originating from the maintenance of lawns, gardens, and outdoor landscapes. Yard waste does not include materials such as soil, rocks, or construction debris. (Ord. 20-06, 3-2-2006, eff. 4-3-2006; amd. Ord. 17-20, 4-23-2020; Ord. 9-21, 3-24-2021, eff. 7-1-2021; Ord. 13-24, 4-15-2024, eff. 7-1-2024)

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13-6-2: DEPOSITS ON OTHER PUBLIC OR PRIVATE PROPERTY:

- A. Prohibition: No person shall throw, rake, deposit, dump, drop, spill or store (other than the placement of containers for collection as provided herein) any solid waste or toxic and hazardous wastes upon the streets, sidewalks, rights of way or any public or private property within the city.
- B. Exception: This section shall not apply to junk dealers, auto salvage dealers, pawnbrokers or secondhand dealers licensed under title 4, chapter 6 of this code. (2007 Code § 40-17; amd. Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6-3: WRAPPING AND DRAINING OF CERTAIN SOLID WASTES:

All solid waste consisting of waste animal and vegetable matter which may attract flies, dogs, cats, rodents, and other animals shall be drained of all excess liquid, wrapped in paper or disposable containers, and placed or stored, until collected, in covered suitable containers. (2007 Code § 40-19; amd. Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6-4: UNLAWFUL ACCUMULATIONS:

- A. Health Or Sanitation Hazard: It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any public place in the city, such quantities of solid waste, either in containers or not, that shall constitute a health or sanitation hazard.
- B. Storage Within Or Close To Buildings: It shall be unlawful for any person to accumulate quantities of refuse, papers, garbage, ashes or other solid waste within or close to any building in the city, unless the same is stored in containers in such a manner as not to create a health or fire hazard. (2007 Code § 40-20; amd. Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6-5: STORAGE AND ACCUMULATION RESTRICTED:

- A. Within the corporate limits of the city, all garbage or refuse consisting of waste animal or vegetable matter upon which rats may feed, and all small dead animals, shall be placed and stored until collected in covered metal containers of a type prescribed by the health officer.
- B. Dumping On Premises Or Waterways Prohibited: It is unlawful for any person to dump or place on any premises, land or waterway, any dead animals, or any waste vegetable or animal matter of any kind.

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- C. Providing Harborage For Rats: It shall be unlawful for any person to place, leave, dump, or permit to accumulate any garbage, rubbish or trash in any building or on any premises, improved or vacant, or on any open lot or alley in the city so that the same shall or may afford food or harborage for rats.
- D. Lumber And Boxes Placed On Elevated Racks: It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any open lot or alley in the city any lumber, boxes, barrels, bottles, cans, containers or similar material that may be permitted to remain thereon unless same shall be placed on open racks that are elevated not less than eighteen inches (18") above the ground, and evenly piled or stacked. (2007 Code § 31-74; amd. Ord. 17-20, 4-23-2020; Ord. 9-21, 3-24-2021, eff. 7-1-2021; Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6-6: HAZARDOUS AND PROHIBITED WASTES REGULATED:

- A. Deposits Prohibited Except For Special Collection: No person shall deposit in a solid waste container or otherwise offer for city collection any hazardous wastes or prohibited wastes, except when a special collection is established by the city manager.
- B. Transportation By Owner: Hazardous wastes and prohibited wastes shall be transported by the owner to a sanitary disposal project licensed by the Iowa Department of Natural Resources to accept such wastes.
- C. Prohibited Wastes Described: "Prohibited wastes" includes, but is not limited to, waste oils, lead acid batteries and tires.
- D. The City of Dubuque solid waste collection service will not collect, including but not limited to, the following materials: Industrial waste; oil soaked rags, solvents, liquid paints, acids, chemicals, or other explosive or highly combustible or flammable or hazardous materials; caustics, poisons, pesticides or herbicides; radioactive or toxic waste, biomedical waste; liquids, including motor oil; gaseous waste; septage, raw sewage, sludge and industrial process sludge; manure contaminated hay and straw or animal feces unless properly bagged; carcasses, viscera, or entrails of animals, unless properly contained, wrapped, or packaged; hot ashes; and building materials. (2007 Code § 40-21; amd. Ord. 17-20, 4-23-2020; Ord. 9-21, 3-24-2021, eff. 7-1-2021; Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6-7: VEHICLES HAULING SOLID WASTE:

- A. Dropping, Sifting Or Leaking Of Load: No person shall haul any solid waste upon the streets, alleys or public places of the city unless the vehicle used for

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such purpose is so constructed or loaded or the load securely covered as to prevent any of its load from dropping, sifting, leaking, or otherwise escaping or its load covering from dropping from the vehicle, except that materials may be dropped for the purpose of securing traction, or water or other substance may be applied on a roadway in cleaning or maintaining such roadway.

- B. Sanitary Condition: All vehicles, containers and dumpsters used for the collection and removal of solid waste shall be kept in a clean, inoffensive, and sanitary condition. All solid waste shall be handled in such a way as to prevent the scattering, spilling or leakage of same. (2007 Code § 40-22; amd. Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6-8: USE OF STATE APPROVED DUMP SITE OR DISPOSAL PROJECT:

- A. State Licensed Project: No person shall haul or cause to be hauled any solid waste to any sanitary disposal project, dump site or any other area unless such disposal project, dump site or other area is licensed by and in full compliance with all regulations in the state in which it is located.
- B. Filling Or Excavating; Permit Required: No person shall use dirt, stone, brick, concrete or similar inorganic material for fill, landscaping, excavation or grading without first obtaining a building permit, if required by other provisions of this code, and only in conformance with all provisions of the zoning and subdivision ordinances of this code. (2007 Code § 40-23; amd. Ord. 13-24, 4-15-2024, eff. 7-1-2024)

CHAPTER 6

SOLID WASTE

ARTICLE A. CITY OR PRIVATE COLLECTION SERVICE

SECTION:

- 13-6A- 1: City Manager's Authority Generally
- 13-6A- 2: Availability Of Collection Service
- 13-6A- 3: Refuse Collection Service
- 13-6A- 4: Recycling Collection Service
- 13-6A- 5: Organic Waste Collection Service
- 13-6A- 6: Bulky Item Collection Service
- 13-6A- 7: Frequency, Time And Areas Of Collection
- 13-6A- 8: Storage, Containment And Set-Out Locations Of Solid Waste
- 13-6A- 9: Ownership Of Materials; Unauthorized Collecting Prohibited
- 13-6A-10: Rates And Charges Established; Exceptions
- 13-6A-11: Charges; Billing And Collection
- 13-6A-12: Private Collection Service

13-6A-1: CITY MANAGER'S AUTHORITY GENERALLY:

The City Manager, or designee, is hereby authorized and directed to employ City owned vehicles and equipment and the necessary operating personnel to collect refuse, recyclable materials, organic waste, and bulky items and to collect fees and administer the program as provided for in this article in the City, upon the terms and conditions of this article. (2007 Code § 40-31; amd. Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6A-2: AVAILABILITY OF COLLECTION SERVICE:

- A. Collection service is provided within to City residents and businesses as described in this Chapter. The City Manager may consider requests for service outside of city limits, at the City Manager's sole discretion.
- B. Class I Premises: City solid waste collection services shall be mandatory.
- C. Class II Premises: Class II premises not serviced by City solid waste collection services may apply to the City Manager for such collection services.

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- D. Class III Premises: Class III premises not serviced by City solid waste collection services may apply to the City Manager for such collection services.
- E. Recycling Services: Class II premises not serviced by City solid waste collection services and Class III premises may apply to the City Manager for such recycling services.
- F. Refusal Of Service: The City Manager may refuse solid waste collection services or recycling services because of quantities or characteristics beyond the capacity or capability to be handled efficiently or safely by City personnel and equipment. (Ord. 14-19, 3-7-2019, eff. 7-1-2019; amd. Ord. 17-20, 4-23-2020; Ord. 9-21, 3-24-2021, eff. 7-1-2021; Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6A-3: REFUSE COLLECTION SERVICE:

- A. All City of Dubuque solid waste customers shall use a city-issued cart for collection. The base rate gives access to a thirty five (35) gallon tipper cart for weekly refuse collection.
- B. In cases where a customer may choose multiple refuse carts or a cart larger than the base rate thirty five (35) gallon cart, the customer may choose from three (3) additional cart sizes of forty-eight (48), sixty-four (64), or ninety-six (96) gallons.
- C. Excess Refuse: Official City of Dubuque single-use refuse stickers shall be applied to each additional standard thirty five (35) gallon solid waste container, bag, or small item (not exceeding three feet by two feet (3' x 2') or heavier than forty (40) pounds) which does not fit in the subscribed cart.
- D. Electronics or items larger than three feet by two feet (3' x 2') or heavier than forty (40) pounds must be scheduled as a bulky item pick-up.
- E. The City Manager may require additional cart capacity if the subscribed cart is insufficient. The City shall notify the applicable account holder in writing of the additional capacity requirement, deliver the larger cart, and adjust the monthly bill.
- F. All refuse placed into City-issued carts must be in tied bags.
- G. Except for Class II premises, biomedical waste shall be placed in suitable containers separately from all other solid waste. Sharp objects, such as hypodermic needles, syringes, and lancets, shall be securely contained in hard plastic or metal disposable containers with screw-on or tightly secured lids for collection. Other biomedical waste, such as soiled bandages, disposable

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sheets, and medical gloves, shall be placed in thick disposable plastic bags or shall be double-bagged.

- H. Glass and similar materials shall be placed in puncture-resistant boxes and securely closed. (Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6A-4: RECYCLING COLLECTION SERVICE:

- A. One City owned curbside recycling container shall be provided by the City to each dwelling for the collection of recyclable materials. If additional recycling capacity is needed, a second container may be issued.
- B. The following types of solid waste are curbside recyclable materials: Rigid plastics with a recycling symbol between #1 - 5, Paper/cardboard/newspaper, and metal materials (such as cans, clean foil, pans).
- C. When a customer's recycling container is frequently contaminated with non-recyclable material and violations persist, the City may remove the container and stop the weekly collection. (Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6A-5: ORGANIC WASTE COLLECTION SERVICE:

- A. All organic waste shall be separated from all other solid waste and shall be composted on the premises or placed in yard waste collection containers for collection.
- B. Any premises composting on site shall maintain all compost piles in accordance with Title 6, Chapter 4 of this Code.
- C. Organic waste shall be collected according to the schedule established by the City Manager.
- D. The following materials may be collected curbside: branches and tree limbs - less than five feet (5') long (must be bundled), flowers and potted plants (no pots), food scraps - fruit and vegetables, peels, pits, coffee grounds, eggshells, bread, and grain products, grass clippings, leaves, plants, weeds, brush, natural Christmas trees, and non-wax coated paper products.
- E. Preparation Of Organic Waste: Organic waste collected by the City shall be placed in biodegradable paper bags no more than thirty five (35) gallons, bundled branches, privately owned thirty five (35) gallon containers, subscribed city-issued sixty four (64) gallon organic waste carts, or subscribed city issued thirteen (13) gallon organic waste carts.

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- F. Organic waste set-out in a biodegradable paper bag requires single use stickers. The bags shall be no more than thirty five (35) gallon capacity, minimum two (2) ply weatherized material, and designed for yard waste collection capacity.
- G. Disposable organic waste bags shall not exceed forty (40) pounds without tearing or falling apart. Cardboard boxes or plastic bags shall not be used for organic waste collection.
- H. Organic waste set out in privately owned thirty five (35) gallon cans require a single-use yard waste sticker or an annual decal. (Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6A-6: BULKY ITEM COLLECTION SERVICE:

- A. No person shall place bulky items that are larger than three feet by two feet (3' x 2') in diameter or weigh over forty (40) pounds out for collection except in accordance with the provisions of this chapter.
- B. Premises receiving City solid waste collection service are eligible to set out bulky items for collection provided the customer schedules in advance of their collection. Items which are placed out for collection which have not been previously scheduled for collection will not be collected and the property owner shall be responsible for their removal. (Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6A-7: FREQUENCY, TIME AND AREAS OF COLLECTION:

- A. Frequency And Time Of Collection: Collections shall be made not more than once weekly at such time and in such areas of the City as shall be determined and set out in schedules prepared by the City Manager in accordance with the provisions of this article. All collections shall be made between the hours of six o'clock (6:00) A.M. and nine o'clock (9:00) P.M.
- B. Collection Schedule: The collection schedule shall not include official City holidays unless otherwise determined by the City Manager. However, a Saturday may be substituted as the collection day to replace the collection which would otherwise be made on the day of the week the holiday occurs.
- C. Authority To Change Schedule: The City Manager is hereby authorized and empowered to change or amend the collection schedules from time to time as the City Manager may deem necessary. (2007 Code § 40-33; amd. Ord. 17-20, 4-23-2020; Ord. 9-21, 3-24-2021, eff. 7-1-2021; Ord. 13-24, 4-15-2024, eff. 7-1-2024)

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13-6A-8: PLACEMENT OF CONTAINERS FOR COLLECTION:

- A. Alleys: Where collections are made from alleys, solid waste containers shall be placed in one location for each dwelling, in clear view and at the owner's property line abutting the alley and on the days designated.
- B. Streets: Where collections are made from the street, solid waste containers shall be placed in one location for each dwelling, in clear view and in the street right-of-way on the owner's property side of the curb and on the days designated in said schedule. Such containers shall be placed so as not to interfere with vehicular and pedestrian traffic and when emptied shall be promptly removed by the owner.
- C. Time Limit For Placement Of Containers On Streets: No person shall place solid waste or recycling at the street for collection more than twenty four (24) hours before the scheduled collection day. No person shall leave solid waste containers or recycling containers at the street for more than twenty four (24) hours after the scheduled collection day.

All solid waste shall be placed at the designated collection location for City collection by six o'clock (6:00) A.M. on the scheduled collection day.

- D. Duty When Solid Waste Not Collected: Any solid waste not in compliance with this chapter shall not be collected by the City and shall be removed by the owner within twenty four (24) hours after the scheduled collection day and stored in such a manner as not to create a health, safety, or fire hazard.
- E. Solid waste collection containers stored in the right-of-way for longer than twenty four (24) hours after the scheduled collection day may be subject to removal at the property owner's expense.
- F. The City may make exceptions for the storage and set out of solid waste containers for elderly or disabled persons upon application to the Public Works Department.
- G. On collection days, solid waste containers shall be placed in plain view at a point within two feet (2') of the curb or alley line.
- H. If a customer would like to change the location of the normal set-out for collection, it must be approved by the City.
- I. Containers must have a two-foot (2') radius around each container, and the lid of the container must open toward the street or alley.

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- J. Material not intended for collection shall not be kept on or near the curb or alley line. The city shall not be responsible for any material so placed which is collected for disposal. (Ord. 27-17, 6-5-2017; amd. Ord. 17-20, 4-23-2020; Ord. 9-21, 3-24-2021, eff. 7-1-2021; Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6A-9: OWNERSHIP OF MATERIALS; UNAUTHORIZED COLLECTING PROHIBITED:

From the time of placement for collection as provided in section 13-6A-8 of this article, all solid waste and recyclable materials and recycling containers which meet the requirements of this chapter placed for collection by the City shall become and be the property of the City and it shall be a violation of this section for any person other than authorized personnel of the City to collect, pick up, or cause to be collected or picked up, any such materials. (2007 Code § 40-35; amd. Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6A-10: RATES AND CHARGES ESTABLISHED; EXCEPTIONS:

A. Refuse:

1. **Base Fee And Conditions:** A fee of seventeen dollars and twenty five cents (\$17.25) per dwelling unit per month shall be paid to the City by the account holder for solid waste collection services. The fee shall be in payment for collection and disposal of one (1) thirty five (35) gallon City owned cart per month per cart.
2. **Optional Carts:** The fee for a forty eight (48) gallon solid waste cart shall be nineteen dollars and thirty one cents (\$19.31) per month. The fee for a sixty four (64) gallon solid waste cart is twenty three dollars and sixteen cents (\$23.16) per month per cart. The fee for a ninety six (96) gallon solid waste cart is thirty two dollars and fifty three cents (\$32.53) per month per cart.
3. **Alley Cart Fees:** The fee for a forty eight (48) gallon solid waste cart is seventeen dollars and twenty five cents (\$17.25) per month per cart. The fee for a sixty four (64) gallon solid waste cart is eighteen dollars and seventy six cents (\$18.76) per month per cart. The fee for a ninety six (96) gallon solid waste cart is twenty six dollars and ninety two cents (\$26.92) per month per cart.
4. **Shared Carts:** In multifamily dwellings, where the property owner is the account holder, the owner can opt to using shared ninety six (96) gallon carts. Each unit will be billed the basic service, and the number of units will share one or more ninety six (96) gallon carts.

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5. Single-Use Refuse Stickers: The fee for a single use refuse sticker shall be two dollars (\$2.00) and shall be applied to each additional standard solid waste container, bag, or small item.

6. A fee of twenty dollars (\$20.00) shall be paid to the City for each removal of refuse containers from the curb.

B. Recycling:

1. For Class II premises not serviced by City solid waste collection services for recycling collection, upon approval of an application for City recycling collection a fee of seven dollars (\$7.00) per month per ninety six (96) gallon container (or volume equivalence) shall be paid to the City by the property owner of each.

2. A fee of twenty dollars (\$20.00) shall be paid to the City for each removal of recycling containers from the curb.

C. Organic Waste:

1. The fee for single-use brush-tie shall be one dollar and fifty cents (\$1.50) each.

2. The fee for single use stickers shall be one dollar and fifty cents (\$1.50) each.

3. The fee paid to the City by a customer of record with the City for an annual yard waste decal for a privately-owned rigid thirty five (35) gallon container shall be forty dollars (\$40.00) each. A decal shall only be used by the customer of record with the City who purchased it.

4. The fee paid to the City for subscription to a sixty four (64) gallon City-issued organic waste cart shall be ten dollars (\$10.00) per cart per month.

5. The minimum fee paid to the City for collection of a scheduled leaf rake out is twenty dollars (\$20.00) for a forty (40) standard leaf bag equivalent pile of leaves in the parking lane at the curb.

6. A fee of twenty dollars (\$20.00) shall be paid to the City for each removal of organic waste containers from the curb.

D. Bulky Waste:

1. A fee of thirteen dollars (\$13.00) shall be paid by the owner for each time the service is provided for up to the equivalent of three (3) cubic yards of solid waste.

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2. An additional fee of thirteen dollars (\$13.00) shall be paid for each additional three (3) cubic yards of solid waste.
3. A fee of six dollars (\$6.00) shall be paid to the City for each tire.
4. A fee of twenty dollars (\$20.00) shall be paid to the City by the owner for each appliance collected in the service (such as stoves, microwaves, dishwashers, refrigerators, and dehumidifiers).
5. A fee of six dollars (\$6.00) shall be paid to the City for metal material that is larger than two feet by three feet (2' x 3') and or heavier than forty (40) pounds (such as grills, bed rails, exercise bikes).
6. A fee of twenty (\$20.00) shall be paid to the City for each collection of a TV or monitor.
7. A fee of six dollars (\$6.00) shall be paid to the City for the collection of items with a plug in/chord per pick-up (such as VCR's, computer tower, or computer printer), Excluding TVs and monitors.
8. A fee of twenty dollars (\$20.00) shall be paid to the City for each collection requested by the for service on a day not receiving weekly collection at the service address in which the collection crew is not in that service area or is not a current weekly solid waste customer of the City.

Service Type		FY25 Rates
Refuse	35-Gallon Cart	\$17.25
	48-Gallon Cart	\$19.31
	64-Gallon Cart	\$23.16
	96-Gallon Cart	\$32.53
	48-Gallon - ALLEY CART	\$17.25
	64-Gallon - ALLEY CART	\$18.67
	96-Gallon - ALLEY CART	\$26.92
	Shared Cart Fee Per Unit	\$17.25
	Single-Use Trash Sticker	\$2.00
	Discount for Income Eligible Customers (see Paragraph F of Section 13-6A-F)	(\$8.63)

Service Type		FY25 Rates
Organic Waste	Annual Yard Waste Decal	\$40.00
	64-Gallon Cart	\$10.00
	13-Gallon Cart	\$1.00
	Leaf Rake-Out	\$20.00
	Yard Waste Brush Ties	\$1.50
	Single-Use Yard Waste Sticker	\$1.50
Recycling	Recycling Only - Residential & Commercial	\$7.00
Bulky Items	1 Hopper - 3 Cubic Yd of Refuse	\$13.00
	Tire	\$6.00
	Large Metal Material Pick-Up	\$6.00
	Appliance	\$20.00
	TV and Monitors	\$20.00
	Electronic Pick-Up	\$6.00
Miscellaneous	Off-Route/Non-Customer Fee	\$20.00
	Right-Of-Way Removal Fee	\$20.00

(Ord. 14-19, 3-7-2019, eff. 7-1-2019; amd. Ord. 17-20, 4-23-2020; Ord. 22-20, 6-1-2020; Ord. 9-21, 3-24-2021, eff. 7-1-2021; Ord. 14-22, 3-29-2022; Ord. 15-23, 3-23-2023, eff. 7-1-2023; Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6A-11: CHARGES; BILLING AND COLLECTION:

- A. City Billing: The City Manager is authorized to bill tenants upon the written request of the property owner and according to a procedure to be established by the City Manager. The property owner in such cases shall provide any information on each tenant's mailing address to aid in the collection of fees for City services. In all cases, the property owner shall remain liable for the payment of all charges required by this chapter.
- B. Monthly Billing: All accounts shall be billed monthly. The payment of bills is subject to the terms of section 13-1C-4 of this title.
- C. Unpaid Billing For Class I Premises: The collection of solid waste provided Class I premises and the maintenance of the availability of such service,

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whether or not such service is used regularly or not at all by the owner of such Class I premises, is hereby declared a benefit to said premises at least equal to the monthly charges specified, and in case of failure to pay the monthly charge when billed as heretofore provided, then the monthly charge shall become a lien against the property benefitted or served and shall be collected in the same manner as general Property Taxes.

- D. **Certify Delinquent Accounts To County Treasurer:** It is the duty of the City Treasurer to certify the actual rates and fees plus the costs of administration to the County Treasurer as provided in section 13-1C-4 of this title and all such costs will constitute a lien against said property and be collected with and in the same manner as general Property Taxes on said property.
- E. In cases of extreme financial hardship, the City may make adjustments in the monthly collection charges as deemed appropriate. In such cases, the City may require proof of financial status or extreme hardship, as the City may deem necessary.
- F. When resident(s) of a Class I premises meets the HUD "Section 8" guidelines for the size of the household may, upon application to the City Manager or designee, be exempted from one-half (1/2) the established thirty five (35) gallon refuse collection service rate. After the initial application, annual review is required. (Ord. 29-08, 5-5-2008; amd. Ord. 56-12, 9-17-2012; Ord. 3-20, 1-21-2020; Ord. 13-24, 4-15-2024, eff. 7-1-2024)

13-6A-12: PRIVATE COLLECTION SERVICE:

- A. **License Required:** No person shall engage in the business of removing or hauling solid waste from the premises of another person without a license to do so from the City Manager. The issuance of such license shall be in the manner prescribed and subject to the terms of title 4, chapter 1 of this Code.
- B. **Application For License; Fee:** Application for such license shall specify the type of equipment and vehicles to be used, the routes to be traveled, the places to be served and the name and residence of the applicant. Such persons shall pay, at the Office of the City Treasurer, an annual license fee of twenty five dollars (\$25.00) per year for each vehicle engaged in such business.
- C. **Display Of License Number On Vehicle:** No person shall operate a vehicle licensed under this section unless the license number is prominently displayed on the lower portion of the driver's side of the windshield in clear view. Such license number shall be affixed to the vehicle not less than five (5) days after the day of issue.

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- D. Separability Of Provisions: It is the intention of the City Council that each subsection, paragraph, sentence, clause, and provision of this section is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this section nor any part thereof other than that affected by such decision. (2007 Code § 40-50; amd. Ord. 17-20, 4-23-2020; Ord. 9-21, 3-24-2021, eff. 7-1-2021; Ord. 13-24, 4-15-2024, eff. 7-1-2024)

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MANUFACTURING, PRIMARY:	The initial manufacture, compounding, and processing of raw or unprocessed materials, or the manufacture of component parts that require additional processing, fabrication, or assembly prior to use by the consumer.
MANUFACTURING, SECONDARY:	The mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, and the blending of materials, such as lubricating oils, plastics, resins, or liquors, for final use or consumption.
MATERNITY GROUP HOME:	A community-based residential home providing room and board, supervision, training, education, and personal support in a family environment for up to four (4) women, who are either pregnant or who have given birth within the last twenty-four (24) months, and their child(ren). Such a site may also include both onsite overnight room accommodations and office space for staff who provide and/or administrate such a service.
MICROBREWERY:	See definition of Brewery, Micro.
MINISTORAGE OR MINIWAREHOUSE:	A building or group of buildings containing individual, compartmentalized, and controlled access stalls or lockers for storage.
MIXED USE:	Properties where various uses, such as office, commercial, institutional, and/or residential, are combined in a single building or on a single site in an integrated development project with significant functional interrelationships and a coherent physical design.
MOBILE HOME:	Any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle with motive power not registered as a motor vehicle in Iowa. A mobile home is factory built housing built on a chassis. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle. A mobile home shall be construed to remain a mobile home, subject to all regulations applying

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	thereto, whether or not wheels, axles, hitch, or other appurtenances of mobility are removed and regardless of the nature of the foundation provided. However, certain mobile homes may be classified as "manufactured homes". Nothing in this title shall be construed as permitting a mobile home in other than an approved mobile home park, unless such mobile home is classified as a manufactured home.
MOBILE HOME PARK:	A parcel of land under single ownership that has been planned and improved for the placement of mobile housing used or to be used for dwelling purposes and where mobile home spaces are not offered for sale or sold. The term "mobile home park" does not include sales lots on which new or used mobile homes are parked for the purposes of storage, inspection, or sale.
MOBILE HOME SUBDIVISION:	Any area, piece, parcel, tract or plot of ground subdivided and used or intended to be used for the purpose of selling lots for occupancy by mobile homes.
MODULAR HOME:	A factory built structure which is to be used as a place of human habitation, is constructed to comply with the Iowa state building code for modular factory built structures, as adopted and displays a seal issued by the Iowa state building code commissioner.
MORATORIUM:	A temporary halting of specific development activities for a specific time frame.
MOTEL:	See definition of Hotel.
MUSEUM:	An institution devoted to the procurement, care, study, and display of objects of lasting interest and value.
NIGHTCLUB:	A commercial establishment dispensing beverages for consumption on the premises and in which dancing is permitted or entertainment is provided, except when defined as adult entertainment. See also definition of Bar.
NONCONFORMING BUILDING:	A building or portion thereof which was lawful when established but which does not conform to subsequently established zoning or zoning regulations.

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YARD, REQUIRED:	See definition of setback.
YARD, SIDE:	The area between a principal building and an interior property, and extending between the front yard and rear yard. In the case of double frontage lots, side yards shall extend between the front yards. In the case of corner lots, yards remaining after front yards have been established shall be considered side yards.
YARD, SPECIAL:	A required yard other than the required front yard so oriented that neither the terms "side yard" nor "rear yard" clearly apply. In such cases the City Planner shall determine, based on topography, location, orientation and pattern of adjacent structures and development which yard requirement is more appropriate.
ZONING DISTRICT:	A section of the City in which zoning regulations and standards are uniform.
ZONING MAP, OFFICIAL:	Map delineating the boundaries of zoning districts which, along with the zoning text, is officially adopted by the Dubuque City Council and on file in the Office of the Planning Services Department. (Ord. 52-09, 10-19-2009; amd. Ord. 48-10, 8-16-2010; Ord. 63-10, 12-20-2010; Ord. 48-14, 7-21-2014; Ord. 10-18, 3-19-2018; Ord. 19-20, 5-18-2020; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2023)

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16-5-2-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-1 district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private or parochial school approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling. (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-2-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-1 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

Keeping of horses or ponies.

Licensed adult day services.

Licensed childcare center.

Mortuary, funeral home, or crematorium.

Off street parking.

Tour home.

Tourist home.

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16-5-2-4

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 66-14, 11-17-2014)

16-5-2-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-2-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

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16-5-3: R-2 TWO-FAMILY RESIDENTIAL:

The R-2 district is intended to provide residential areas characterized by single-family and two-family dwellings. Increased densities and the introduction of two-family housing types are intended to provide greater housing options while maintaining the basic qualities of a low density residential neighborhood. The principal use of land in this district is for low density single- and two-family dwellings and related recreational, religious and educational facilities. (Ord. 52-09, 10-19-2009)

16-5-3-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-2 district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private, or parochial school, approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling.

Townhouse (maximum 2 dwelling units).

Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-3-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-2 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

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Hospice.

Licensed adult day services.

Licensed childcare center.

Mortuary, funeral home, or crematorium.

Off street parking.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 66-14, 11-17-2014; Ord. 20-22, 5-20-2022)

16-5-3-3: **ACCESSORY USES:**

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

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Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-3-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-3-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-3-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

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16-5-3-7

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16-5-3-7: BULK REGULATIONS:

R-2 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ²	Maximum			
Permitted uses:								
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	75 ft. ¹
Single-family detached dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Townhouse (2 du maximum)	3,000 sq. ft./du	25 ft./du	40%	20 ft.	50 ft.	6/0 ft.	20/0 ft.	30 ft.
Two-family dwelling	6,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Conditional uses:								
Bed and breakfast home	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Hospice	5,000 sq. ft.	50 ft.	40%	20 ft.	-	6 ft.	20 ft.	30 ft.

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16-5-4: R-2A ALTERNATE TWO-FAMILY RESIDENTIAL:

The R-2A district is intended to provide for the protection of certain older areas of the community developed principally as single-family and two-family uses. Characteristics of the R-2A district are: smaller than average lot widths and area, established building lines much closer to the public right of way and required setback lines, and/or greater lot coverage than allowed in the more recent developing areas where such requirements can be provided. The R-2A district is intended to be located in those areas displaying one or more of the above characteristics. The purpose of this district is to stabilize and preserve the residential character of existing areas through the establishment of bulk regulations in conformity with existing conditions. (Ord. 52-09, 10-19-2009)

16-5-4-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-2A district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private, or parochial school approved by state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling.

Townhouse (maximum 2 dwelling units).

Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

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16-5-4-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-2A district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

Hospice.

Licensed adult day services.

Licensed childcare center.

Off premises residential garage.

Off street parking.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; Ord. 20-22, 5-20-2022)

16-5-4-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

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Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-4-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-4-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-4-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

April 2024

16-5-4-7

16-5-4-7

16-5-4-7: BULK REGULATIONS:

R-2A Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ^{1,3}	Maximum			
Permitted uses:								
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	40%	10 ft.	-	20 ft.	20 ft.	75 ft. ²
Single-family detached dwelling	2,500 sq. ft.	25 ft.	50%	10 ft.	50 ft.	3 ft.	10 ft.	30 ft.
Townhouse (2 du maximum)	2,500 sq. ft./du	25 ft./du	50%	10 ft.	50 ft.	3/0 ft.	10/0 ft.	30 ft.
Two-family dwelling	2,500 sq. ft.	25 ft.	50%	10 ft.	50 ft.	3 ft.	10 ft.	30 ft.
Conditional uses:								
Bed and breakfast home	2,500 sq. ft.	25 ft.	50%	10 ft.	50 ft.	3 ft.	10 ft.	30 ft.
Hospice	2,500 sq. ft.	25 ft.	50%	10 ft.	-	3 ft.	10 ft.	30 ft.

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16-5-5: R-3 MODERATE DENSITY MULTI-FAMILY RESIDENTIAL:

The R-3 district is intended to provide locations for a variety of dwelling types ranging from single-family to low rise multi-family dwellings. The R-3 district also serves as a transition between residential and nonresidential districts. (Ord. 52-09, 10-19-2009)

16-5-5-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-3 district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Multi-family dwelling (maximum 6 dwelling units).

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private, or parochial school approved by state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling.

Townhouse (maximum 6 dwelling units).

Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-5-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-3 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

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Bed and breakfast home.

Group home.

Hospice.

Housing for the elderly or persons with disabilities.

Individual zero lot line detached dwelling.

Licensed adult day services.

Licensed childcare center.

Mortuary, funeral home, or crematorium.

Nursing or convalescent home.

Off premises residential garage.

Off street parking.

Rooming or boarding house.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; Ord. 20-22, 5-20-2022)

16-5-5-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

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Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-5-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-5-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-5-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

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16-5-5-7

16-5-5-7

16-5-5-7: BULK REGULATIONS:

R-3 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ²	Maximum			
Permitted uses:								
Multi-family dwelling (6 du maximum)	2,000 sq. ft./du	50 ft.	40%	20 ft.	-	4 ft.	20 ft.	30 ft.
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	75 ft. ¹
Single-family detached dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	4 ft.	20 ft.	30 ft.
Townhouse (6 du maximum)	1,600 sq. ft./du	16 ft./du	40%	20 ft.	-	4/0 ft.	20/0 ft.	30 ft.
Two-family dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	4 ft.	20 ft.	30 ft.
Conditional uses:								
Bed and breakfast home	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	4 ft.	20 ft.	30 ft.
Group home	5,000 sq. ft.	50 ft.	40%	20 ft.	-	4 ft.	20 ft.	30 ft.
Hospice	5,000 sq. ft.	50 ft.	40%	20 ft.	-	4 ft.	20 ft.	30 ft.

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16-5-6: R-4 MULTI-FAMILY RESIDENTIAL:

The R-4 district is intended to provide residential areas of moderate to high density developments located adjacent to a major street and serves as a buffer or transition between commercial development, nonresidential uses, or heavy automobile traffic and medium density residential development. (Ord. 52-09, 10-19-2009)

16-5-6-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-4 district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Multi-family dwelling (3 to 12 units per buildings).

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private, or parochial school approved by state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling.

Townhouse (3 to 12 units laterally attached).

Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-6-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-4 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

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Bed and breakfast home.

Bed and breakfast inn.

Group home.

Hospice.

Housing for the elderly or persons with disabilities.

Licensed adult day services.

Licensed childcare center.

Mortuary, funeral home, or crematorium.

Multi-family dwelling of thirteen (13) or more units.

Nursing or convalescent home.

Off premises residential garage.

Off street parking.

Rooming or boarding house.

Tour home.

Tourist home.

Wind conversion energy system. (Ord. 52-09, 10-19-2009; amd. Ord. 20-22, 5-20-2022)

16-5-6-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

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Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-6-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-6-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-6-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

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16-5-6-7

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16-5-6-7: BULK REGULATIONS:

R-4 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum	Maximum			
Permitted uses:								
Multi-family dwelling (12 du maximum)	2,000 sq. ft./du	50 ft.	40%	20 ft.	-	3 ft. ¹	20 ft.	40 ft.
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	75 ft. ²
Single-family detached dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	4 ft.	20 ft.	30 ft.
Townhouse (12 du maximum)	1,600 sq. ft./du	16 ft./du	40%	20 ft.	-	0/3 ft. ¹	20/0 ft.	40 ft.
Two-family dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	4 ft.	20 ft.	30 ft.
Conditional uses:								
Bed and breakfast home	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	4 ft.	20 ft.	30 ft.
Bed and breakfast inn	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	4 ft.	20 ft.	30 ft.
Group home	5,000 sq. ft.	50 ft.	40%	20 ft.	-	3 ft. ¹	20 ft.	40 ft.

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16-5-7: OR OFFICE RESIDENTIAL:

The OR district is intended to serve as a transition zone between commercial and single- and two-family residential areas permitting adaptive reuse of existing building stock, which will normally be residential in character. This OR district is not intended to have any application in undeveloped or newly developing areas of the city or on land made vacant through intentional demolition. Development standards remain flexible to allow conservation and reuse of existing buildings. This district should be located in areas abutting arterial and/or collector streets which are, because of location and trends, suitable for development of low intensity office uses, and high intensity residential uses. (Ord. 52-09, 10-19-2009)

16-5-7-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the OR district:

- Art gallery, museum or library.
- Artist studio.
- Community gardens.
- General office.
- Hospice.
- Housing for the elderly or persons with disabilities.
- Licensed childcare center.
- Maternity group home.
- Medical office.
- Mortuary or funeral home.
- Multi-family dwelling.
- Nursing or convalescent home.
- Parking structure.
- Place of religious exercise or religious assembly.

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Public, private, or parochial school approved by state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Registered child development home.

School of private instruction.

Single- or two-family dwelling unit within an existing structure only.

Townhouse (2 or more laterally attached units). (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 19-20, 5-18-2020; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2024)

16-5-7-2: CONDITIONAL USES:

The following conditional uses are permitted in the OR district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

Bed and breakfast inn.

Group home.

Licensed adult day services.

Off premises residential garage.

Off street parking.

Photographic studio.

Private club.

Rooming or boarding house.

Tour home.

Tourist home.

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Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 20-22, 5-20-2022)

16-5-7-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Crematorium accessory to a mortuary or funeral home.

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 54-15, 8-17-2015)

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16-5-7-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-7-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required.. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-7-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-8: OS OFFICE SERVICE:

The OS district is intended to encourage and permit professional office uses in newly developing areas of the city, and is intended to be used as a transition between commercial and residential area. (Ord. 52-09, 10-19-2009)

16-5-8-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the OS district:

Art gallery, museum, or library.

Artist studio.

Barber or beauty shop.

Dental or medical lab.

General office.

Licensed childcare center.

Maternity group home.

Medical office.

Parking structure.

Photographic studio.

Place of religious exercise or assembly.

Public, private, or parochial school approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Residential use above the first floor only.

School of private instruction. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2023)

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16-5-8-2: CONDITIONAL USES:

The following conditional uses may be permitted in the OS district, subject to the provisions of section 16-8-5 of this title:

Licensed adult day services.

Off street parking.

Private club.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-8-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-8-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-8-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-8-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

(see following page)

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16-5-9: OC OFFICE COMMERCIAL:

The OC district is intended to encourage and permit the establishment of commercial business uses in mixed use specialty areas. This district will generally be located in areas which have developed, or are appropriate to develop, as limited retail districts. This district should also be located in areas adjacent to established commercial districts, in historic and/or architecturally significant areas where the adaptive reuse of existing buildings is encouraged, in areas of particular tourist interest and along arterial and/or collector streets which are suitable for more intensive commercial development. (Ord. 52-09, 10-19-2009)

16-5-9-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the OC district:

Art gallery, museum or library.

Artist studio.

Bakery (retail only).

Barber or beauty shop.

General office.

Licensed childcare center.

Maternity group home.

Medical office.

Multi-family dwelling.

Parking structure.

Photographic studio.

Place of religious exercise or assembly.

Registered child development home.

Retail sales and service.

School of private instruction.

Single-family detached dwelling.

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Two-family dwelling.

Any other specialty retail use of a similar nature and intensity. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2023)

16-5-9-2: CONDITIONAL USES:

The following conditional uses may be permitted in the OC district subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bar or tavern.

Bed and breakfast home.

Bed and breakfast inn.

Licensed adult day services.

Off street parking.

Private club.

Restaurant.

Tour home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 20-22, 5-20-2022)

16-5-9-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

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Home based business.

Noncommercial garden, greenhouse or nursery.

Off street parking of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 54-15, 8-17-2015)

16-5-9-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-9-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except that a twenty five percent (25%) reduction shall be allowed in the OC district for both permitted and conditional uses, and except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-9-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

(see following page)

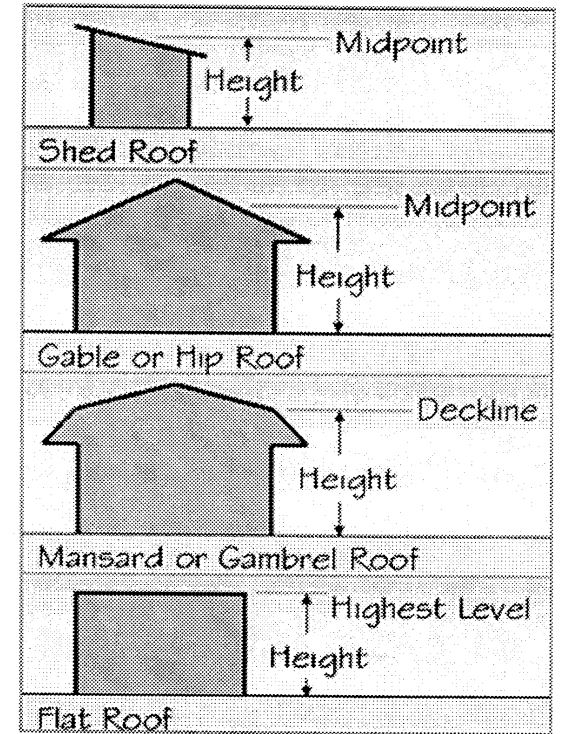
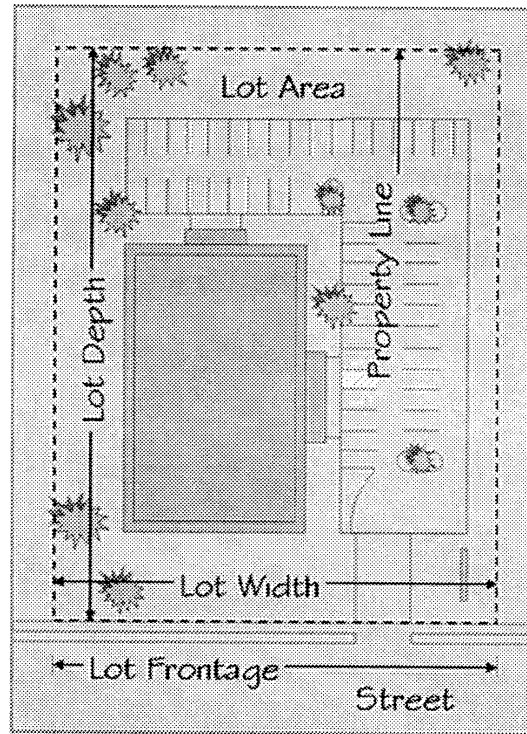
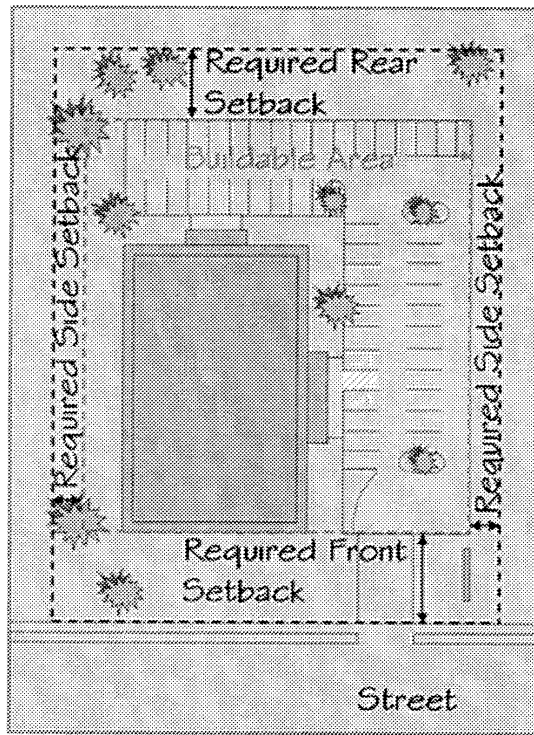
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16-5-9-7: BULK REGULATIONS:

OC Office Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks			Maximum Height
				Minimum Front	Minimum Side	Minimum Rear	
Permitted uses:							
Multi-family dwelling	1,200 sq. ft./du	-	50%	10 ft.	3 ft. ¹	20 ft.	40 ft.
Place of religious exercise or assembly	20,000 sq. ft.	100 ft.	50%	10 ft.	10 ft.	20 ft.	75 ft. ²
Single-family detached dwelling	5,000 sq. ft.	50 ft.	50%	10 ft.	3 ft.	20 ft.	40 ft.
Two-family dwelling	5,000 sq. ft.	50 ft.	50%	10 ft.	3 ft.	20 ft.	40 ft.
All other permitted uses	-	-	50%	10 ft.	3 ft. ¹	20 ft.	40 ft.
Conditional uses:							
Bed and breakfast home	-	-	50%	10 ft.	3 ft.	20 ft.	40 ft.
Bed and breakfast inn	-	-	50%	10 ft.	3 ft.	20 ft.	40 ft.
Off street parking lot	-	-	-	-	-	-	-
Parking structure	-	-	-	10 ft.	3 ft.	3 ft.	40 ft.
All other conditional uses	-	-	50%	10 ft.	3 ft. ¹	20 ft.	40 ft.

Notes:

1. Plus 1 additional foot per floor above the second floor.
2. May be erected to a height not exceeding 75 feet; provided, that such buildings shall provide at least 1 additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.



(Ord. 52-09, 10-19-2009)

16-5-10: C-1 NEIGHBORHOOD COMMERCIAL:

The C-1 district is intended to be established on a very limited basis, to provide individual parcels for commercial and residential uses in older buildings in the city's established neighborhoods, while maintaining neighborhood character and fostering opportunities for affordable housing. (Ord. 52-09, 10-19-2009)

16-5-10-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the C-1 district:

Bakery (retail only).

Barber or beauty shop.

Flower shop, garden store, or commercial greenhouse.

General office.

Grocery or drug store (maximum 3,500 square feet).

Laundromat.

Licensed childcare center.

Maternity group home.

Multi-family dwelling (maximum 6 dwelling units).

Place of religious exercise or assembly.

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Retail sales and service.

School of private instruction.

Shoe repair.

Single-family detached dwelling.

Townhouse (maximum 6 dwelling units).

Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2023)

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16-5-10-2: CONDITIONAL USES:

The following conditional uses may be permitted in the C-1 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Gas station (not including service station).

Indoor restaurant.

Licensed adult day services.

Medical office.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 20-22, 5-20-2022)

16-5-10-3: ACCESSORY USES:

The following uses may be permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-10-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-10-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-10-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

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16-5-10-7

16-5-10-7

16-5-10-7: BULK REGULATIONS:

C-1 Neighborhood Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side ²	Minimum Rear ³	
				Minimum	Maximum			
All uses	-	-	-	10 ft. ¹	-	-	-	30 ft.

Notes:

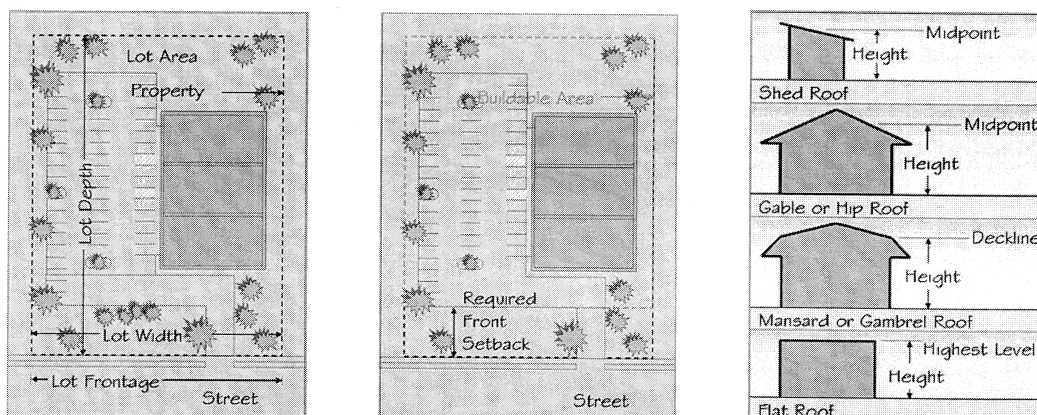
1. Minimum 20 feet for garages facing a street.
2. When abutting a residential or office residential district, a 6 foot side setback is required.
3. When abutting a residential or office residential district, a 20 foot rear setback is required.

(Ord. 52-09, 10-19-2009)

16-5-10-8: STANDARDS FOR NONRESIDENTIAL USES:

The following standards shall apply to all nonresidential permitted and conditional uses in the C-1 district:

- A. The use shall be established in an existing structure that was designed for public, quasi-public, commercial, office, institutional, or industrial use.
- B. The structure was never converted to a residential use after the effective date hereof.
- C. The use shall be conducted entirely within the structure.
- D. There shall be no outdoor storage of equipment or materials on the property or adjacent public right of way.
- E. All vehicles in excess of two (2), used in conjunction with the use shall be stored within a building when they remain on the property overnight or during periods of nonuse, unless an alternate parking location is provided in a properly zoned area.



(Ord. 52-09, 10-19-2009)

16-5-11: C-2 NEIGHBORHOOD SHOPPING CENTER:

The C-2 district is intended to ensure that the size of the commercial center, the nature of uses permitted and the locational characteristics are such that the grouping of such uses will not adversely affect surrounding residences and do not detract from the residential purpose and character of the surrounding neighborhoods. (Ord. 52-09, 10-19-2009)

April 2013

16-5-11-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the C-2 district:

Appliance sales or service.

Artist studio.

Automated gas station.

Bank, savings and loan, or credit union.

Barber or beauty shop.

Commercial greenhouse.

Furniture or home furnishing sales.

Furniture upholstery or repair.

Gas station.

General office.

Golf course.

Indoor restaurant.

Laundry, dry cleaner, or laundromat.

Licensed childcare center.

Maternity group home.

Medical office.

Neighborhood shopping center.

Parks, public or private, and similar natural recreation areas.

Photographic studio.

Place of religious exercise or assembly.

Railroad or public or quasi-public utility, including substation.

Registered child development home.

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Residential use above the first floor only.

Retail sales and service.

School of private instruction. (Ord. 52-09, 10-19-2009; amd. Ord. 54-10, 9-20-2010; Ord. 17-13, 3-18-2013; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 49-23, 11-20-2023)

16-5-11-2: CONDITIONAL USES:

The following conditional uses may be permitted in the C-2 district, subject to the provisions of section 16-8-5 of this title:

Animal hospital or clinic.

Car wash, self-service.

Licensed adult day services.

Passenger transfer facility.

Pet daycare or grooming.

Restaurant, drive-in or carryout.

Tattoo parlor.

Wind energy conversion systems. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-11-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

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16-5-11-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-11-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-11-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-11-7

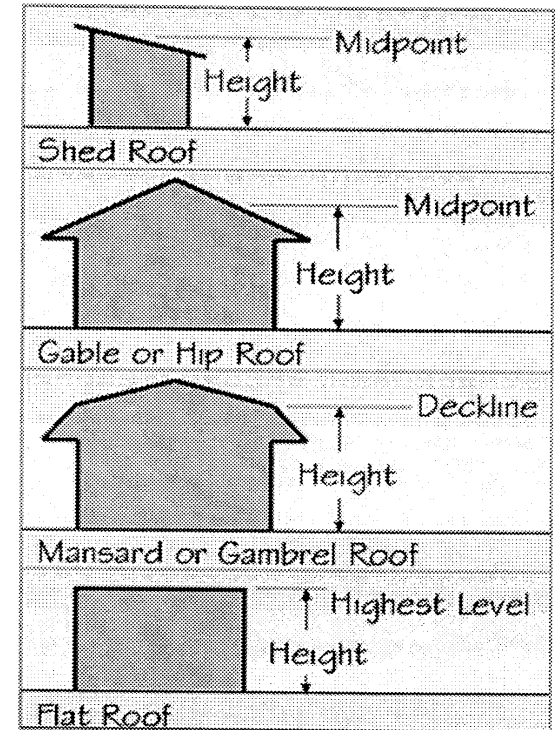
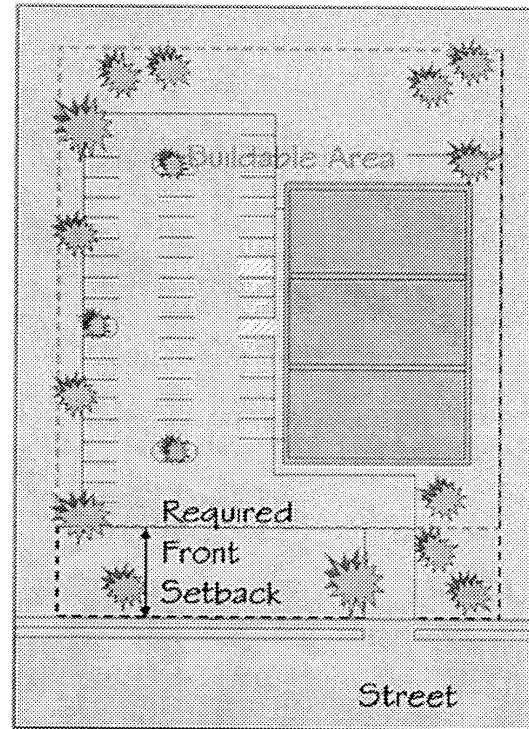
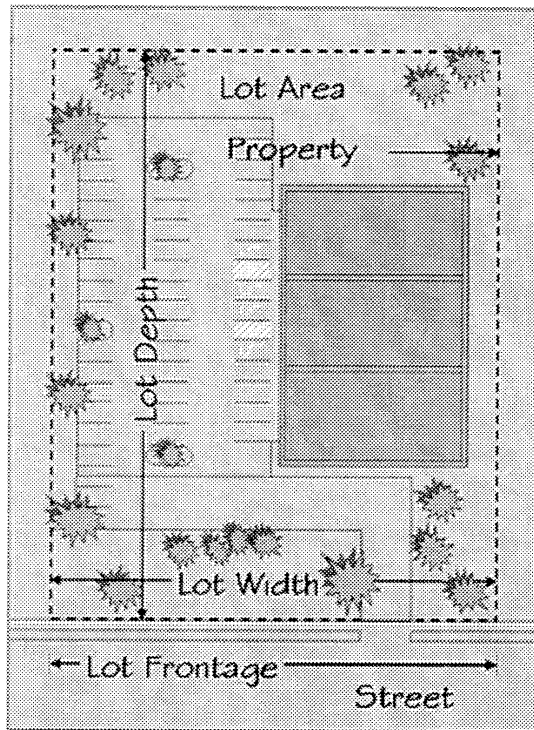
16-5-11-7

16-5-11-7: **BULK REGULATIONS:**

C-2 Neighborhood Shopping Center	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side ²	Minimum Rear ³	
				Minimum	Maximum			
All uses	-	-	-	10 ft. ¹	-	-	-	30 ft.

Notes:

1. Minimum 20 feet for garages facing a street.
2. When abutting a residential or office residential district, a 20 foot side setback is required.
3. When abutting a residential or office residential district, a 20 foot rear setback is required.



(Ord. 52-09, 10-19-2009)

16-5-12: C-2A MIXED USE NEIGHBORHOOD:

The C-2A district is intended to provide locations for small mixed use and commercial developments that are separated by at least one-fourth ($\frac{1}{4}$) mile, and contain less than two (2) acres in total developed area that serve one or more neighborhoods. The C-2A district is intended to be compatible with and serve surrounding residential areas by providing the goods and services for daily living. The C-2A district is intended to reduce the need for vehicular trips and provide a pedestrian friendly walkable development. (Ord. 52-09, 10-19-2009)

16-5-12-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the C-2A district:

Bank, savings and loan, or credit union.

Barber or beauty shop.

Commercial greenhouse.

General office.

Grocery store (less than 30,000 square feet).

Indoor restaurant (less than 100 seats).

Laundromat.

Licensed childcare center.

Maternity group home.

Place of religious exercise or assembly.

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Residential use located entirely above the first floor only.

Retail sales and service (less than 3,500 square feet per business).

School of private instruction. (Ord. 52-09, 10-19-2009; amd. Ord. 54-10, 9-20-2010; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 49-23, 11-20-2023)

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Farm implement sales or service.

Furniture upholstery or repair.

Gas station.

General office.

Golf course.

Grocery store.

Hotel.

Indoor amusement arcade.

Indoor recreation facility.

Indoor restaurant.

Indoor theater.

Laundry, dry cleaner, or laundromat.

Licensed childcare center.

Maternity group home.

Medical office.

Miniwarehouse.

Mobile or manufactured home sales or service.

Mortuary or funeral home.

Moving or storage facility.

Museum or library.

Neighborhood shopping center.

Parking structure.

Parks, public or private, and similar natural recreation areas.

Pet daycare or grooming.

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Photographic studio.

Place of religious exercise or assembly.

Printing or publishing.

Private club.

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Residential use above the first floor only.

Restaurant, drive-in or carryout.

Retail sales and service.

School of private instruction.

Service station.

Tattoo parlor.

Tour home.

Vehicle body shop.

Vehicle sales or rental.

Vehicle service or repair.

Vending or game machine sales or service.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 44-23, 9-18-2023; Ord. 49-23, 11-20-2023)

16-5-13-2: CONDITIONAL USES:

The following conditional uses may be permitted in the C-3 district, subject to the provisions of section 16-8-5 of this title:

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Licensed adult day services.

Outdoor recreation or outdoor amusement center.

Passenger transfer facility.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-13-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Crematorium accessory to a mortuary or funeral home.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-13-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-13-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-13-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

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16-5-13-7: BULK REGULATIONS:

C-3 General Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side ¹	Minimum Rear ²	
				Minimum	Maximum			
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	50%	20 ft.	-	-	-	40 ft.
Vehicle sales	20,000 sq. ft.	-	-	20 ft.	-	-	-	40 ft.
All other uses	-	-	-	20 ft.	-	-	-	40 ft.

Notes:

1. When abutting a residential or office residential district, a 20 foot side setback is required.
2. When abutting a residential or office residential district, a 20 foot rear setback is required.

Furniture or home furnishing sales.

Furniture upholstery or repair.

Gas station.

General office.

Grocery store.

Hotel.

Housing for the elderly or persons with disabilities.

Indoor amusement center.

Indoor recreation facility.

Indoor restaurant.

Indoor theater.

Laundry, dry cleaner, or laundromat.

Licensed childcare center.

Maternity group home.

Medical office.

Mini-warehouse below the first floor only.

Mortuary or funeral home.

Neighborhood shopping center.

Parking structure.

Pet daycare or grooming.

Photographic studio.

Place of religious exercise or assembly.

Printing or publishing.

Private club.

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Public or private park or similar natural recreation area.

Public, private or parochial school approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Residential use above the first floor only.

Retail sales or service.

School of private instruction.

Service station.

Shoe repair.

Supermarket.

Tailor or alteration shop.

Tattoo parlor.

Tour home.

Upholstery shop.

Vending or game machine sales or service.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 41-16, 8-15-2016; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 49-23, 11-20-2023; Ord. 1-24, 1-16-2024)

16-5-14-2: **CONDITIONAL USES:**

The following conditional uses may be permitted in the C-4 district, subject to the provisions of section 16-8-5 of this title:

Car wash.

Drive-up automated bank teller.

Licensed adult day services.

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16-5-14-2

Off street parking.

Passenger transfer facility.

Restaurant, drive-in or carryout.

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Housing for the elderly or persons with disabilities.

Indoor amusement center.

Indoor recreation facility.

Indoor restaurant.

Indoor theater.

Laundry or dry cleaner.

Licensed childcare center.

Maternity group home.

Medical office or clinic.

Mini-warehouse below the first floor only.

Parking structure.

Photographic studio.

Places of religious exercise or assembly.

Printing or publishing.

Private club.

Public or private park or similar natural recreation area.

Railroad or public or quasi-public utility, including substation.

Regional shopping center.

Registered child development home.

Residential use above the first floor only.

Retail sales or service.

School of private instruction.

Service station.

Shoe repair.

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Sport arena.

Supermarket.

Tailor or alteration shop.

Tattoo parlor. (Ord. 52-09, 10-19-2009; amd. Ord. 41-16, 8-15-2016; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2023; Ord. 1-24, 1-16-2024)

16-5-15-2: CONDITIONAL USES:

The following conditional uses may be permitted in the C-5 district, subject to the provisions of section 16-8-5 of this title:

Licensed adult day services.

Passenger transfer facility.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-15-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Drive-up automated bank teller. (Ord. 52-09, 10-19-2009)

16-5-15-4: TEMPORARY USES:

The following uses may be permitted as temporary uses in the C-5 district in conformance with the provisions of section 16-3-19 of this title:

Any use listed as a permitted use within the district.

Temporary surface parking lot may be allowed as part of a construction or redevelopment project.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

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16-5-15-5: PARKING:

Off street parking is not required. New surface off street parking lots are prohibited unless approved by the city council. Underground and aboveground parking garages are allowed provided they are an integral part of a new or existing building. (Ord. 52-09, 10-19-2009)

16-5-15-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

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16-5-16: CS COMMERCIAL SERVICE AND WHOLESALE:

The CS district is intended to provide locations for a variety of business services, office uses, limited industrial activity and major wholesale operations. The CS district uses are primarily characterized by large storage space requirements, high volume truck traffic and low volume customer traffic. It is intended that the CS district is one that provides a transitional zone that can be used between industrial and commercial uses and in cases where topography establishes a transitional area due to physical limitations between industrial and higher density residential development. (Ord. 52-09, 10-19-2009)

16-5-16-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the CS district:

- Agricultural supply sales.
- Animal hospital or clinic.
- Appliance sales or service.
- Auto part sales or supply.
- Business services.
- Commercial greenhouse.
- Construction supply sales or service.
- Contractor shop or yard.
- Dental or medical lab.
- Farm implement sales or service.
- Freight transfer facility.
- Fuel or ice dealer.
- Furniture or home furnishing sales.
- Furniture upholstery or repair.
- General office.
- Kennel.

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Landscaping services (not including retail sales as primary use).

Licensed childcare center.

Lumberyard or building material sales.

Mail order house.

Maternity group home.

Miniwarehousing.

Moving or storage facility.

Off street parking lot.

Office supply.

Passenger transfer facility.

Pet daycare or grooming.

Printing or publishing.

Processing or assembly.

Railroad or public or quasi-public utility, including substation.

Refrigeration equipment sales or service.

Registered child development home.

Resource recovery/recycling center (indoor only).

Upholstery shop.

Vehicle body shop.

Vehicle sales or rental.

Vehicle service or repair.

Vending or game machine sales or service.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 49-23, 11-20-2023)

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Marine vehicle sales or rental.

Marine vehicle service or repair.

Maternity group home.

Off street parking lot.

Outdoor recreation.

Parking structure.

Parks, public or private, and similar natural recreation areas.

Passenger transfer facility.

Place of religious exercise or assembly.

Pleasure craft harbor.

Private club.

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Residential use above the first floor only.

Retail sales and service.

Tour home. (Ord. 52-09, 10-19-2009; amd. Ord. 49-10, 8-16-2010; Ord. 17-13, 3-18-2013; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2023)

16-5-17-2: CONDITIONAL USES:

The following conditional uses may be permitted in the CR district, subject to the provisions of section 16-8-5 of this title:

Bar or tavern.

Drive-up automated bank teller.

Gas station.

Licensed adult day services.

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Restaurant, drive-in or carryout.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-17-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-17-4: TEMPORARY USES:

The following uses shall be permitted as temporary uses in the CR district in conformance with the provisions of section 16-3-19 of this title:

Any use listed as a permitted use within the district. (Ord. 52-09, 10-19-2009)

16-5-17-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-17-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

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CITY CODE
of
DUBUQUE
IOWA

Code current through:
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PREFACE

This code of the City of Dubuque, as supplemented, contains ordinances up to and including ordinance 57-24, passed September 24, 2024. 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.

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2-2-1: COMMISSION CREATED:

There is hereby created the civil service commission. (Ord. 56-15, 9-8-2015)

2-2-2: PURPOSE:

The purpose of the commission is to conduct entrance examinations, conduct promotional examinations, and act as an appeals board as provided in chapter 400 of the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 56-15, 9-8-2015)

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2-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 56-15, 9-8-2015)

2-2-5: MEMBERSHIP:

- A. Composition: The commission comprises three (3) residents of the city, appointed by the mayor with approval of the city council.
- B. Special Qualifications:
 - 1. Commissioners must be citizens of Iowa, eligible electors as defined in the Iowa Code, and may not hold or be a candidate for any office of public trust.
 - 2. The equity and human rights director shall, ex officio, be a member, without vote.
 - 3. Commissioners may not do any of the following:
 - a. Sell, or in any manner become parties, directly or indirectly, to any contract to furnish supplies, material, or labor to the city unless the sale is made or the contract is awarded by competitive bid in writing, publicly invited and opened.
 - b. Have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the city unless the contract or job is awarded by competitive bid in writing, publicly invited and opened. (Ord. 56-15, 9-8-2015; amd. Ord. 47-22, 12-19-2022; Ord. 28-24, 6-17-2024)

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2-2-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 56-15, 9-8-2015; amd. Ord. 28-24, 6-17-2024)

2-2-7: TERMS:

The term of office for commissioners is four (4) years or until such commissioner's successor is appointed and qualified. (Ord. 56-15, 9-8-2015)

2-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 56-15, 9-8-2015)

2-2-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The city clerk, or the city clerk's designee, is the clerk of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 56-15, 9-8-2015)

2-2-10: MEETINGS:

- A. Regular Meetings: The commission meets monthly. When there is no business, there is no obligation to meet.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

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2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Two (2) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 56-15, 9-8-2015; amd. Ord. 37-22, 11-7-2022; Ord. 28-24, 6-17-2024)

2-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 56-15, 9-8-2015)

2-2-12: REMOVAL:

The mayor may remove any commissioner for cause upon written charges and after public hearing. (Ord. 56-15, 9-8-2015)

2-2-13: POWERS:

The commission has the powers, duties, and responsibilities as outlined in chapter 400 of the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-14: CITY COUNCIL TO FURNISH MEETING ROOM, EQUIPMENT, RECORDER:

The city council must provide suitable rooms in which the commission may hold its meetings and supply the commission with all necessary equipment and a qualified shorthand reporter to enable it properly to perform its duties. (Ord. 56-15, 9-8-2015)

2-2-15: RECORD OF MEETINGS AND PERSONNEL:

The commission must keep a record of all its meetings and also a complete individual service record of each civil service employee which record must be permanent and kept up to date. (Ord. 56-15, 9-8-2015)

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CHAPTER 3

INVESTMENT OVERSIGHT ADVISORY COMMISSION

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- 2-3--1: Commission Created
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2-3-1: COMMISSION CREATED:

There is hereby created the investment oversight advisory commission. (Ord. 52-14, 8-4-2014)

2-3-2: PURPOSE:

The purpose of the commission is to review the actions and decisions of the city's investments and all money managers for compliance with the city's investment policy and to report any noncompliance to the city council; to recommend, as needed, changes in the investment policy to the city council; and to review the investment performance of the city's investments and money managers and to report to the city council concerning such investment performance at least quarterly. (Ord. 52-14, 8-4-2014)

2-3-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 52-14, 8-4-2014)

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2-3-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 52-14, 8-4-2014)

2-3-5: MEMBERSHIP:

The commission comprises five (5) residents of the city, appointed by the city council, who have knowledge about investments and finance but with no affiliation with a firm or corporation which does now or during the term of a commissioner provides investment or financial advice or services to the city. (Ord. 52-14, 8-4-2014)

2-3-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 52-14, 8-4-2014; amd. Ord. 35-24, 6-17-2024)

2-3-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 52-14, 8-4-2014)

2-3-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 52-14, 8-4-2014)

2-3-9: OFFICERS; ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 52-14, 8-4-2014)

2-3-10: MEETINGS:

A. Regular Meetings: The commission must meet quarterly.

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- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Three (3) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 52-14, 8-4-2014; amd. Ord. 35-24, 6-17-2024)

2-3-11: **COMPENSATION:**

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 52-14, 8-4-2014)

2-3-12: **REMOVAL:**

Except as provided in subsection 2-3-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 29-15, 5-18-2015)

2-3-13: **POWERS:**

The commission has the following powers, duties, and responsibilities:

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

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- B. To recommend, as needed, changes in the city's investment policy to the city manager and the city council; and
- C. To review the investment performance of the city and the city's money managers and report to the city council concerning same at least quarterly. (Ord. 52-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020)

2-3-14: REPORTS PROVIDED:

The director of finance and budget must provide the commission with monthly, quarterly, and annual reports prepared by the director of finance and budget and the city's financial advisors. (Ord. 52-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020)

CHAPTER 4

CIVIC CENTER ADVISORY COMMISSION

SECTION:

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- 2-4-11: Compensation
- 2-4-12: Removal
- 2-4-13: Powers
- 2-4-14: Solicitation And Acceptance Of Donations

2-4-1: **COMMISSION CREATED:**

There is hereby created the civic center advisory commission. (Ord. 66-15, 10-19-2015)

2-4-2: **PURPOSE:**

The purpose of the commission is to advise the leisure services department, the city manager, and the city council and to make recommendations for the optimum utilization of the civic center facility by the widest possible range of users and uses to respond to community needs and demands at the least possible cost to the city. (Ord. 66-15, 10-19-2015)

2-4-3: **INTERNAL ORGANIZATION AND RULES:**

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 66-15, 10-19-2015)

2-4-4: **PROCEDURES FOR OPERATION:**

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 66-15, 10-19-2015)

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2-4-5: MEMBERSHIP:

The commission comprises five (5) residents of the city, appointed by the city council. (Ord. 66-15, 10-19-2015; amd. Ord. 27-24, 6-17-2024)

2-4-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 66-15, 10-19-2015; amd. Ord. 27-24, 6-17-2024)

2-4-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 66-15, 10-19-2015)

2-4-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 66-15, 10-19-2015)

2-4-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 66-15, 10-19-2015)

2-4-10: MEETINGS:

- A. Regular Meetings: The commission must meet quarterly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:

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1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Three (3) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 66-15, 10-19-2015; amd. Ord. 27-24, 6-17-2024)

2-4-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 66-15, 10-19-2015)

2-4-12: REMOVAL:

Except as provided in subsection 2-4-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 66-15, 10-19-2015)

2-4-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. Provide the city council with recommendations that further the general and specific purposes of the commission.
- B. Recommend the development of financial and other resources to support the short and long term capital needs of the civic center facility and its programs.
- C. Recommend programs to provide a variety of year round intellectual, cultural, enjoyable, and attractive leisure time activities which contribute to the physical and mental well being of residents and visitors.

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- D. Recommend programs which contribute to the economic base of the community by encouraging business use of the civic center facility.
- E. Recommend schedules of fees and charges for special building services, equipment, special building features, and rental rates.
- F. Recommend informational and promotional programs to secure the full support and participation of the community.
- G. Recommend the annual operating budget and an ongoing capital improvements budget that provide a safe, secure, sanitary, clean, and attractive facility.
- H. Recommend development of community partnerships related to tourism for optimum utilization of the civic center facility. (Ord. 66-15, 10-19-2015)

2-4-14: SOLICITATION AND ACCEPTANCE OF DONATIONS:

The commission may solicit donations and gifts of money, personal and real property, and personal services, which must be donated or gifted to the city of dubuque, for the general support of the civic center unless such donations or gifts are designated by the donor for a specific purpose. (Ord. 66-15, 10-19-2015)

CHAPTER 5

HOUSING AGENCY AND COMMUNITY DEVELOPMENT COMMISSIONS

ARTICLE B. HOUSING COMMISSION

SECTION:

- 2-5B-1: Commission Created
- 2-5B-2: Purpose
- 2-5B-3: Internal Organization And Rules
- 2-5B-4: Procedures For Operation
- 2-5B-5: Membership
- 2-5B-6: Oath
- 2-5B-7: Terms
- 2-5B-8: Vacancies
- 2-5B-9: Officers/Organization
- 2-5B-10: Meetings
- 2-5B-11: Compensation
- 2-5B-12: Removal
- 2-5B-13: Powers
- 2-5B-14: Project Approval
- 2-5B-15: Monitor Housing Program; Conduct Hearings On Grievances

2-5B-1: COMMISSION CREATED:

There is hereby created the housing commission. (Ord. 67-15, 10-19-2015)

2-5B-2: PURPOSE:

The purpose of the commission is to undertake and carry out studies and analysis of housing needs and the meeting of such needs; to recommend proposed projects in the area of low and moderate income housing for the citizens of the city; to monitor the city's housing programs; and to conduct grievances regarding the rental assistance program, except in the area of property maintenance code enforcement. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

2-5B-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational

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procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 67-15, 10-19-2015)

2-5B-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 67-15, 10-19-2015)

2-5B-5: MEMBERSHIP:

A. Number: The commission comprises ten (10) residents of the city.

B. Special Qualifications:

1. At least three (3) members must be appointed specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.

2. One (1) member must be a person who is a recipient of tenant based rental assistance under section 8 of the United States Housing Act of 1937, whose name appears on a lease of section 8 property. If such member ceases to be a recipient of rental assistance under section 8, the term of such member is deemed terminated and a new member who meets the requirements of this subsection must be appointed for the remainder of the term.

3. The remaining members are at-large members.

4. Cross-Representation:

a. One (1) member must be appointed by the commission, with city council approval, to serve on the community development advisory commission.

b. One (1) member must be appointed by the commission, with city council approval, to serve on the long range planning advisory commission. (Ord. 74-15, 12-7-2015; amd. Ord. 5-21, 2-15-2021; Ord. 54-23, 12-4-2023; Ord. 33-24, 6-17-2024)

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2-5B-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 67-15, 10-19-2015; Ord. 33-24, 6-17-2024)

2-5B-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representative appointees to the community development advisory commission and the long range planning advisory commission must coincide with their terms on the housing commission. (Ord. 67-15, 10-19-2015; amd. Ord. 5-21, 2-15-2021)

2-5B-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 67-15, 10-19-2015)

2-5B-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 67-15, 10-19-2015)

2-5B-10: MEETINGS:

- A. Regular Meetings: The commission must meet quarterly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the

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chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Six (6) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 67-15, 10-19-2015; amd. Ord. 38-21, 11-1-2021; Ord. 33-24, 6-17-2024)

2-5B-11: **COMPENSATION:**

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 67-15, 10-19-2015)

2-5B-12: **REMOVAL:**

Except as provided in subsection 2-5B-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 67-15, 10-19-2015)

2-5B-13: **POWERS:**

The commission has the following powers, duties, and responsibilities:

- A. To contribute as appropriate in the planning, coordinating, and review of housing development;
- B. To conduct public hearings to ensure meaningful citizen input in the planning, implementation, and assessment of the city's housing programs;
- C. To provide for and encourage the participation of low and moderate income persons in the planning, implementation, and assessment of housing programs;

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CHAPTER 5

HOUSING AGENCY AND COMMUNITY DEVELOPMENT COMMISSIONS

ARTICLE C. COMMUNITY DEVELOPMENT ADVISORY COMMISSION

SECTION:

2-5C--1:	Commission Created
2-5C--2:	Purpose
2-5C--3:	Internal Organization And Rules
2-5C--4:	Procedures For Operation
2-5C--5:	Membership
2-5C--6:	Oath
2-5C--7:	Terms
2-5C--8:	Vacancies
2-5C--9:	Officers/Organization
2-5C-10:	Meetings
2-5C-11:	Compensation
2-5C-12:	Removal
2-5C-13:	Powers
2-5C-14:	Grievance Procedure; Review Standards; Appeal Process
2-5C-15:	Procedures For Operations

2-5C-1: COMMISSION CREATED:

There is hereby created the Community Development Advisory Commission. (Ord. 33-19, 7-15-2019)

2-5C-2: PURPOSE:

The purpose of the commission is to provide for citizen participation in the development and evaluation of the City's Community Development Block Grant (CDBG) program. (Ord. 33-19, 7-15-2019)

2-5C-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code or the Iowa Code. (Ord. 33-19, 7-15-2019)

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2-5C-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the City govern the commission in all its operations. (Ord. 33-19, 7-15-2019)

2-5C-5: MEMBERSHIP:

- A. Composition: The commission comprises nine (9) residents of the City, appointed by the City Council.
- B. Qualifications:
 - 1. Four (4) members must be residents of census tracts and block groups where at least fifty one percent (51%) of the residents are low/moderate income persons as determined by the United States Department of Commerce, Bureau of the Census.
 - 2. Four (4) members must be residents of the community at-large.
 - 3. One member must be appointed by and from the membership of the Housing Commission, with City Council approval. (Ord. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

2-5C-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the City Clerk's Office any time prior to the first meeting of the commission. (Ord. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

2-5C-7: TERMS:

The term of office for Commissioners is three (3) years or until such Commissioner's successor is appointed and qualified, provided, however, that the term of the cross-representative appointee from the City of Dubuque Housing Commission must coincide with their term on the Housing Commission. (Ord. 33-19, 7-15-2019)

2-5C-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 33-19, 7-15-2019)

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2-5C-9: OFFICERS/ORGANIZATION:

The Commissioners must choose annually a Chairperson and Vice-Chairperson, each to serve a term of one year. The Chairperson must appoint a Secretary, who need not be a member of the commission. The Commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 33-19, 7-15-2019)

2-5C-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.
- D. Attendance:
 - 1. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.
- F. Quorum: Five (5) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

2-5C-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies budget. (Ord. 33-19, 7-15-2019)

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2-5C-12: REMOVAL:

Except as provided in subsection 2-5C-10D1 of this article, the City Council may remove any Commissioner for good cause. (Ord. 33-19, 7-15-2019)

2-5C-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To conduct public hearings in accordance with the minimum standards established in the CDBG program's Citizen Participation Plan to ensure meaningful citizen input in the planning, implementation, and assessment of the CDBG program;
- B. To provide for and encourage the participation of low/moderate income persons who reside in designated areas of slum and blight and residents of low/moderate income neighborhoods, as defined by the City Council, in the planning, implementation, and assessment of the CDBG program;
- C. To identify community development needs, particularly the needs of persons of low/moderate income;
- D. To serve in an advisory role upon the request of the City Council in policy decisions regarding funding priorities and program development and implementation;
- E. To monitor and evaluate program activities to advise whether identified community development objectives have been met;
- F. To undertake public information efforts to educate the citizenry of the availability of CDBG funded programs and to provide for a greater understanding of the City's community development efforts;
- G. To assist in the preparation of the statement of community development objectives, assess needs, priorities, and projected use of funds, amendments thereto, and required reports, including but not

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- C. Internal Organization And Rules: The committee may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.
- D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the committee in all its operations.
- E. Membership:
 - 1. The committee comprises five (5) residents of the city, appointed by the city council.
 - 2. Special qualifications:
 - a. Two (2) of the members must be appointed by the committee, with city council approval, to serve on the City of Dubuque housing commission.
 - b. Three (3) members of the public must be elected specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.
- F. Oath: Each person, upon appointment to the committee, must execute an oath of office at the first meeting of the committee following the appointment or at the city clerk's office any time prior to the first meeting of the committee.
- G. Terms: The term of office for members of the committee is three (3) years or until such member's successor is appointed and qualified. The terms of the cross representative appointees from the housing commission must coincide with their terms on the housing commission.
- H. Vacancies: Vacancies must be filled in the same manner as original appointments.
- I. Officers; Organization: The housing commission must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the committee. The committee must fill a vacancy among its officers for the remainder of the officer's unexpired term.
- J. Meetings:
 - 1. Regular Meetings: The committee must meet at least two (2) times per year; one meeting must be a public hearing regarding submission of the Iowa finance authority application.
 - 2. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the members.

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3. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
4. Attendance:
 - a. In the event a member of the committee has been absent for three (3) or more consecutive meetings of the committee, without being excused by the chairperson, such absence will be grounds for the committee to recommend to the city council that the position be declared vacant and a replacement appointed.
 - b. Attendance must be entered upon the minutes of all meetings.
5. Minutes: A copy of the minutes of all regular and special meetings of the committee must be filed with the city council within ten (10) working days after approval by the committee, or by the next regularly scheduled city council meeting, whichever is later.
6. Quorum: Three (3) members of the committee constitute a quorum for the transaction of business. The affirmative vote of a majority of the members present and voting is necessary for the adoption of any resolution.
- K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official committee business within the limits established in the city administrative policies and budget.
- L. Removal: Except as provided in subsection J4a of this section, the city council may remove any member for good cause.
- M. Powers: The committee has the following powers, duties, and responsibilities:
 1. To coordinate an effective mechanism for public participation in the operation of the trust fund;
 2. To recommend projects to the housing commission for funding approval; and
 3. To engage in activities providing for the efficient use of the trust fund. (Ord. 51-15, 8-3-2015; amd. Ord. 34-24, 6-17-2024)

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2-5D-7: IOWA FINANCE AUTHORITY STATE HOUSING TRUST FUND PROGRAM:

- A. Application For Funds: For purposes of the Iowa finance authority state housing trust fund, the housing trust fund advisory committee shall have the authority to make application to the Iowa finance authority for funds from the local housing trust fund program and the project based housing program and to direct, without further approval of any city officer or the city council, how such funds shall be used in accordance with the Iowa finance authority trust fund allocation plan.
- B. Maintenance Of Funds: Funds received by the city from the Iowa finance authority state housing trust fund shall be maintained by the city in a separate account and subject to the direction of the housing trust fund advisory committee.
- C. Local Matching Funds: For purposes of providing required local matching funds for applications to the Iowa finance authority state housing trust fund, the housing trust fund advisory committee shall have the final authority to direct how such funds shall be used in accordance with the Iowa finance authority trust fund allocation plan. Allocation of local matching funds to the housing trust fund advisory committee shall be made by decision of the city council. (2007 Code § 26-37)

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CHAPTER 6

RESILIENT COMMUNITY ADVISORY COMMISSION

SECTION:

- 2-6-1: Commission Created
- 2-6-2: Purpose
- 2-6-3: Internal Organization And Rules
- 2-6-4: Procedures For Operation
- 2-6-5: Membership
- 2-6-6: Oath
- 2-6-7: Terms
- 2-6-8: Vacancies
- 2-6-9: Officers/Organization
- 2-6-10: Meetings
- 2-6-11: Compensation
- 2-6-12: Removal
- 2-6-13: Powers

2-6-1: COMMISSION CREATED:

There is hereby created the resilient community advisory commission. (Ord. 32-16, 7-5-2016)

2-6-2: PURPOSE:

The purpose of the commission is to advise on city policies and practices to assure resilient outcomes; facilitate the ability to adapt to factors influencing the social/cultural, economic and environmental well being of the community; prevent, prepare for, and recover from adverse vulnerabilities and change through coordination, data analysis, evaluation and citizen engagement; and to create a viable, livable and equitable community. (Ord. 32-16, 7-5-2016)

2-6-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 32-16, 7-5-2016)

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2-6-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 32-16, 7-5-2016)

2-6-5: MEMBERSHIP:

- A. Composition: The commission comprises nine (9) residents of the city, appointed by the city council.
- B. Qualifications: Efforts should be taken to balance the composition of the commission as follows:
 - 1. Members must be able to think systemically and analyze data in order to meet the stated purpose of the commission.
 - 2. Members' interest and/or expertise must represent the three (3) pillars of the sustainable Dubuque model: economic prosperity, environmental integrity, and social/cultural vibrancy.
 - 3. Members should represent a wide range of sectors within the community, including business, neighborhoods, nonprofit, and educational institutions.
 - 4. Three (3) or more members should also hold positions on one of the following commissions: arts and cultural advisory commission, Catfish Creek Watershed management authority, community development advisory commission, historic preservation commission, housing commission, human rights commission, long range planning advisory commission, parks and recreation advisory commission, transit advisory commission, and/or zoning advisory commission.
 - 5. Members should represent the socioeconomic, geographic, and demographic diversity of the community, including youth representation. (Ord. 32-16, 7-5-2016)

2-6-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 32-16, 7-5-2016; amd. Ord. 38-24, 6-17-2024)

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2-6-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representatives appointed from the arts and cultural affairs advisory commission, Catfish Creek Watershed management authority, community development advisory commission, historic preservation commission, housing commission, human rights commission, long range planning advisory commission, park and recreation advisory commission, transit advisory board, and/or zoning advisory commission must coincide with their terms on the resilient community advisory commission. (Ord. 1-17, 1-3-2017; amd. Ord. 38-24, 6-17-2024)

2-6-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 32-16, 7-5-2016)

2-6-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among the officers for the remainder of the officer's unexpired term. (Ord. 32-16, 7-5-2016)

2-6-10: MEETINGS:

- A. Regular Meetings: The commission generally meets monthly. When there is no business, there is no obligation to meet.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.

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- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 32-16, 7-5-2016; amd. Ord. 42-21, 11-15-2021; Ord. 38-24, 6-17-2024)

2-6-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies budget. (Ord. 32-16, 7-5-2016)

2-6-12: REMOVAL:

Except as provided in subsection 2-6-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 32-16, 7-5-2016)

2-6-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To review research and data in order to provide input on reidentification, prevention, and plans for potential economic, environmental, and social/cultural vulnerabilities.
- B. To review plans for long term prevention, preparedness, and recovery efforts.
- C. To review policy and program recommendations to the city council in order to influence resilient outcomes for the community.
- D. To provide comment to the city council on the allocation of budgeted city funding to achieve adopted resiliency goals.
- E. To educate and engage the public on commission priorities.
- F. To provide input on and review strategies to address identified vulnerabilities in collaboration with city staff, other city commissions and community partners.
- G. To review and make recommendations regarding sustainable Dubuque community grant allocations.

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- H. To respect the policy making authority of the city council, the city manager's responsibilities to implement the goals and priorities the council establishes (council manager form of government) and the responsibility of city staff to report to the city manager.
- I. To ensure coordination and communication with other commissions. (Ord. 32-16, 7-5-2016)

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CHAPTER 7

BOARD OF LIBRARY TRUSTEES

SECTION:

- 2-7-1: Board Created
- 2-7-2: Purpose
- 2-7-3: Internal Organization And Rules
- 2-7-4: Procedures For Operation
- 2-7-5: Membership
- 2-7-6: Oath
- 2-7-7: Terms
- 2-7-8: Vacancies
- 2-7-9: Officers/Organization
- 2-7-10: Meetings
- 2-7-11: Compensation
- 2-7-12: Removal
- 2-7-13: Powers
- 2-7-14: Charge Of Building, Donations
- 2-7-15: Annual Reports

2-7-1: BOARD CREATED:

There is hereby created the board of library trustees. (Ord. 37-16, 8-1-2016)

2-7-2: PURPOSE:

The purpose of the board is to control and direct the Carnegie-Stout Public Library. (Ord. 37-16, 8-1-2016)

2-7-3: INTERNAL ORGANIZATION AND RULES:

The board may adopt rules and regulations to govern its organizational procedures as outlined in the board of trustees bylaws, which are not in conflict with this code of ordinances or the Iowa Code. (Ord. 37-16, 8-1-2016)

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2-7-4: PROCEDURES FOR OPERATION:

Except where the board's operations are governed by the Iowa Code, the board may adopt policies to govern its operation. (Ord. 37-16, 8-1-2016)

2-7-5: MEMBERSHIP:

The board comprises seven (7) residents of the city, appointed by city council. (Ord. 37-16, 8-1-2016; amd. Ord. 46-22, 12-19-2022; Ord. 24-24, 6-17-2024)

2-7-6: OATH:

Each person, upon selection to the board, must execute an oath of office at the first meeting of the board following the selection or at the city clerk's office any time prior to the first meeting of the board. (Ord. 37-16, 8-1-2016; amd. Ord. 24-24, 6-17-2024)

2-7-7: TERMS:

The term of office for members of the board is four (4) years or until such member's successor is appointed and qualified. (Ord. 37-16, 8-1-2016)

2-7-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 37-16, 8-1-2016)

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2-7-9: OFFICERS/ORGANIZATION:

The board must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 37-16, 8-1-2016; amd. Ord. 24-24, 6-17-2024)

2-7-10: MEETINGS:

- A. Regular Meetings: The board must meet not less than what is required by the State Library Of Iowa standards for accreditation.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the members.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. The board must declare the office of a trustee vacant when the trustee is removed from the library board or the unexcused absence from six (6) consecutive regular meetings.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the city council within ten (10) working days after approval by the board.
- F. Quorum: Four (4) members of the board constitute a quorum for the transaction of business. The affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution. (Ord. 37-16, 8-1-2016; amd. Ord. 24-24, 6-17-2024)

2-7-11: COMPENSATION:

Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the city administrative policies and budget. (Ord. 37-16, 8-1-2016)

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2-7-12: REMOVAL:

The mayor may remove any member for cause upon written charges and after a public hearing. (Ord. 37-16, 8-1-2016)

2-7-13: POWERS:

The board has the following powers, duties, and responsibilities:

- A. To have charge, control, and supervision of the public library, its appurtenances and fixtures, and rooms containing the same, directing and controlling all the affairs of such library;
- B. To employ a librarian, such assistants, and employees as may be necessary for the proper management of said library, and fix their compensation; but, prior to such employment, the compensation of such librarian, assistants, and employees shall be fixed for the term of employment by a majority of the members of said board voting in favor thereof;
- C. To remove such librarian, assistants, or employees by a vote of two-thirds ($\frac{2}{3}$) of such board for good cause;
- D. To select and make purchases of print and nonprint materials for the collection, furniture, fixtures, stationery, and supplies for such library;
- E. To authorize the use of such library by nonresidents of the city and to fix charges therefor;
- F. To make, adopt, amend, modify, or repeal bylaws, rules, and regulations not inconsistent with law, for the care, use, government, and management of such library and the business of said board, fixing and enforcing penalties for the violation thereof;
- G. To have exclusive control of the expenditures of all taxes levied for library purposes as provided by law, and of the expenditure of all monies available by gift or otherwise, for the erection of library buildings and of all other monies belonging to the library fund; and
- H. To contract with the trustees of the township or the Dubuque County board of supervisors or of adjacent townships or counties, or with the trustees or governing bodies of neighboring towns or cities not having library facilities for the public, to loan the books of said library, either singly or in groups, upon such terms as may be agreed upon in such contract. (Ord. 37-16, 8-1-2016)

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2-7-14: CHARGE OF BUILDING, DONATIONS:

The board has charge and control of the Carnegie-Stout Public Library building and all gifts and donations to the city for library purposes, and sees that the same are properly preserved for public use. (Ord. 37-16, 8-1-2016)

2-7-15: ANNUAL REPORTS:

The board must each year make a report to the city council for the year ending December 31, giving a statement of the condition of the library, the number of books added thereto, the number circulated, the number not returned or lost, the amount of fines collected, and the amount of money expended in the maintenance thereof during such year, together with such other information as may be deemed important. (Ord. 37-16, 8-1-2016)

CHAPTER 8

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

SECTION:

- 2-8-1: Commission Created
- 2-8-2: Purpose
- 2-8-3: Internal Organization And Rules
- 2-8-4: Procedures For Operation
- 2-8-5: Membership
- 2-8-6: Oath
- 2-8-7: Terms
- 2-8-8: Vacancies
- 2-8-9: Officers/Organization
- 2-8-10: Meetings
- 2-8-11: Compensation
- 2-8-12: Removal
- 2-8-13: Powers
- 2-8-14: Cooperation With Other Agencies
- 2-8-15: Solicitation And Acceptance Of Donations

2-8-1: COMMISSION CREATED:

There is hereby created the arts and cultural affairs advisory commission. (Ord. 59-14, 10-6-2014)

2-8-2: PURPOSE:

The purpose of the commission is to build the community through arts and cultural programs by developing visibility, funding, audiences, information, and partnerships. The commission plans, promotes, and encourages programs to further public awareness of, accessibility to, participation in, and support for the artistic and cultural development of the city and makes recommendations to the city council regarding the establishment of arts and cultural policies and programs, the expenditure of budgeted funds on arts and cultural activities, and the implementation of programs. (Ord. 59-14, 10-6-2014)

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2-8-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 59-14, 10-6-2014)

2-8-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 59-14, 10-6-2014)

2-8-5: MEMBERSHIP:

- A. The commission comprises seven (7) residents of the city, appointed by the city council.
- B. Special qualifications:
 - 1. Four (4) members must have significant knowledge and demonstrate interest in one or more areas of the arts including music, dance, literature, visual arts, theater, folk arts, media arts, design, or arts education.
 - 2. Two (2) members must be from the business and professional community, one of whom lives or works in the cultural and entertainment district.
 - 3. One member must be at large who lives or works outside the cultural and entertainment district. (Ord. 59-14, 10-6-2014)

2-8-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 59-14, 10-6-2014; amd. Ord. 23-24, 6-17-2024)

2-8-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 59-14, 10-6-2014; amd. Ord. 5-23, 2-10-2023; Ord. 23-24, 6-17-2024)

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2-8-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 59-14, 10-6-2014)

2-8-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 59-14, 10-6-2014)

2-8-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Four (4) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 59-14, 10-6-2014; amd. Ord. 55-19, 12-16-2019; Ord. 23-24, 6-17-2024)

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2-8-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 59-14, 10-6-2014)

2-8-12: REMOVAL:

Except as provided in subsection 2-8-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 31-15, 5-18-2015)

2-8-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To promote, educate, and create awareness for arts and cultural activities;
- B. To develop and increase the market for arts and cultural activities;
- C. To facilitate and convene partnerships for arts and cultural activities;
- D. To develop funding options and allocate budgeted funding for arts and cultural activities;
- E. To act in an advisory capacity to the city council in all matters pertaining to the arts and cultural environment;
- F. To make recommendations to the city council on the allocation of budgeted city funding for arts programs and services;
- G. To recommend applications and solicitations for grants, gifts, and donations from individuals, groups, organizations, and agencies, both private and public, for any purpose consistent with the purposes of the commission;
- H. To make recommendations regarding city sponsorship of public programs to further the development of public awareness of and accessibility to arts and culture programs and activities;
- I. To work with area organizations on broad community issues in which a cultural perspective is relevant and desirable; and

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CHAPTER 11

CABLE TELEVISION COMMISSION

SECTION:

- 2-11--1: Commission Created
- 2-11--2: Purpose
- 2-11--3: Internal Organization And Rules
- 2-11--4: Procedures For Operation
- 2-11--5: Membership
- 2-11--6: Oath
- 2-11--7: Terms
- 2-11--8: Vacancies
- 2-11--9: Officers/Organization
- 2-11-10: Meetings
- 2-11-11: Compensation
- 2-11-12: Removal
- 2-11-13: Powers

2-11-1: **COMMISSION CREATED:**

There is hereby created the cable television commission. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-2: **PURPOSE:**

The purpose of the commission is:

- A. To develop, in respect to community programming, policies that will govern:
 - 1. The use and protection of equipment and facilities;
 - 2. The priorities and scheduling for use of channel time; and
 - 3. Other matters pertaining to community programming or cable services in Dubuque which may arise.
- B. To develop policies and procedures regarding the public community programming channels that will promote its nondiscriminatory, first come, first served and equitable use in conformity with all applicable regulations and requirements and limit such use to residents of Dubuque and their own productions.
- C. To encourage interest in and development of decidedly local community programming.

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- D. To encourage cooperation and cordial relations between community programmers, cable subscribers, and the local cable manager and the local cable manager's staff.
- E. To identify and support organizations interested in the channels reserved for public, education, and government programming.
- F. To advise the following:
 - 1. The city manager or the city manager's designee (collectively "the city manager") on matters relating to community programming; and
 - 2. The city council on expenditure of any funds designated by a franchise for PEG equipment and facilities.
- G. To promulgate and administer through the city manager all policies, rules, and procedures relating to community programming.
- H. To keep abreast of developments in cable technologies, services, and programming.
- I. To evaluate its own proceedings and actions and all community programming and cable related activities. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-5: MEMBERSHIP:

- A. The commission comprises five (5) residents of the city, appointed by the city council.

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- B. **Special Qualifications:** In its appointments, the city council will endeavor to achieve a broad representation of the community and public interests which can take advantage of dedicated channels to benefit the residents of the city of Dubuque and to develop a commission versed and competent in telecommunication administration, finances, and regulation. The city council will attempt to give preference to applicants who are actively interested in promoting community cable programming who possess, or are willing to acquire, video production background, and who will relate to the spectrum of informational and cultural needs of cable viewers of the city of Dubuque and applicants who possess professional or experiential backgrounds in law, finances, administration, public relations, or telecommunication technologies. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020; Ord. 26-24, 6-17-2024)

2-11-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020; Ord. 26-24, 6-17-2024)

2-11-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

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2-11-10: MEETINGS:

- A. Meetings: The commission shall meet as needed. Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- B. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- C. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- D. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- E. Quorum: Three (3) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020; Ord. 26-24, 6-17-2024)

2-11-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-12: REMOVAL:

Except as provided in subsection 2-11-10C1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

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CHAPTER 1

TRANSIT ADVISORY BOARD

SECTION:

- 5-1--1: Board Created
- 5-1--2: Purpose
- 5-1--3: Internal Organization And Rules
- 5-1--4: Procedures For Operation
- 5-1--5: Membership
- 5-1--6: Oath
- 5-1--7: Terms
- 5-1--8: Vacancies
- 5-1--9: Officers; Organization
- 5-1-10: Meetings
- 5-1-11: Compensation
- 5-1-12: Removal
- 5-1-13: Powers
- 5-1-14: Fare Increase Or Reduction In Service, Procedure

5-1-1: **BOARD CREATED:**

There is hereby created the Transit Advisory Board. (Ord. 50-14, 7-21-2014)

5-1-2: **PURPOSE:**

The purpose of the board is to recommend the establishment of routes, schedules, and changes in fare structure and/or rates. (Ord. 50-14, 7-21-2014)

5-1-3: **INTERNAL ORGANIZATION AND RULES:**

The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code or the Iowa Code. (Ord. 50-14, 7-21-2014)

5-1-4: **PROCEDURES FOR OPERATION:**

All administrative, personnel, accounting, budgetary, and procurement policies of the City govern the board in all its operations. (Ord. 50-14, 7-21-2014)

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5-1-5: MEMBERSHIP:

The board comprises five (5) residents of the City, appointed by the City Council. (Ord. 50-14, 7-21-2014)

5-1-6: OATH:

Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following the appointment or at the City Clerk's Office any time prior to the first meeting of the board. (Ord. 50-14, 7-21-2014; amd. Ord. 39-24, 6-17-2024)

5-1-7: TERMS:

The term of office for members of the board is three (3) years or until such member's successor is appointed and qualified. (Ord. 50-14, 7-21-2014)

5-1-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 50-14, 7-21-2014)

5-1-9: OFFICERS; ORGANIZATION:

The board must choose annually a Chairperson and Vice Chairperson, each to serve a term of one year. The Chairperson must appoint a Secretary, who need not be a member of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 50-14, 7-21-2014)

5-1-10: MEETINGS:

- A. Regular Meetings: The board will meet bimonthly, September through May, meeting no less than four (4) times per year.
- B. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the members.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.
- D. Attendance:

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1. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the Chairperson, such absence will be grounds for the board to recommend to the City Council that the position be declared vacant and a replacement appointed.
 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the City Council within ten (10) working days after approval by the board, or by the next regularly scheduled City Council meeting, whichever is later.
- F. Quorum: Three (3) members of the board constitute a quorum for the transaction of business. The affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution. (Ord. 11-18, 3-19-2018; amd. Ord. 39-24, 6-17-2024)

5-1-11: COMPENSATION:

Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the City administrative policies and budget. (Ord. 50-14, 7-21-2014)

5-1-12: REMOVAL:

Except as provided in subsection 5-1-10D1 of this chapter, the City Council may remove any member for good cause. (Ord. 32-15, 5-18-2015)

5-1-13: POWERS:

The board has the following powers, duties, and responsibilities:

- A. Advise the City Council on executing agreements and grants relating to the transit system operation and the purchase of new equipment.
- B. Advise the City Council on rates, fares, or charges for the transportation of passengers and any incidental services and the rates or charges to be made for advertising in buses or any other facility. (Ord. 50-14, 7-21-2014)

5-1-14: FARE INCREASE OR REDUCTION IN SERVICE, PROCEDURE:

- A. Definitions: The following words and phrases, when used in this title shall, for the purpose of this title, have the meanings respectively ascribed to them in this section:

**SUBSTANTIAL
REDUCTION IN
SERVICE:**

1. Routes: Elimination of a route;
2. Service Hours: Reduction of ten percent (10%) of service hours of a route;
3. Service Miles: Reduction of ten percent (10%) of service miles of a route; and/or
4. Bus Stops: Elimination of one or more stops on a route that would result in a greater than one-fourth (1/4) mile walking distance between bus stops.

- B. Public Hearing: Prior to the adoption of any fare increase or a substantial reduction in service by the City Council, the City Council must set a time and place for public hearing on such proposed fare increase or reduction in service, and must cause a notice of the time and place of such hearing to be published in a newspaper of general circulation in the City not less than four (4) nor more than twenty (20) days prior to such hearing. All notices must comply with all Federal, State, and local regulations.
- C. Contents Of Notice: The notice must state the time and place of hearing, include a summary of the proposed fare increase or reduction in service level, indicate who the increase or reduction will affect, indicate the date the increase or reduction will take effect, and request that interested persons comment, in writing filed with the City Clerk prior to the time of the public hearing or in person at the public hearing, on the proposed increase or reduction. The notice must also state that any comments submitted will be considered by the City Council, and that following the public hearing, the City Council will act to adopt, modify or reject the proposed fare increase or reduction in service. All notices must comply with all Federal, State, and local regulations. (Ord. 60-14, 10-6-2014)

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CHAPTER 2

EQUITY AND HUMAN RIGHTS COMMISSION

SECTION:

- 8-2- 1: Commission Created
- 8-2- 2: Purpose
- 8-2- 3: Internal Organization And Rules
- 8-2- 4: Procedures For Operation
- 8-2- 5: Membership
- 8-2- 6: Oath
- 8-2- 7: Terms
- 8-2- 8: Vacancies
- 8-2- 9: Officers; Organization
- 8-2-10: Meetings
- 8-2-11: Compensation
- 8-2-12: Removal
- 8-2-13: Powers
- 8-2-14: Records To Be Public; Exceptions
- 8-2-15: Confidentiality Of Complaints
- 8-2-16: Subpoenas

8-2-1: **COMMISSION CREATED:**

There is hereby created the equity and human rights commission. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-2: **PURPOSE:**

The purpose of the commission is to hold hearings, compel the production of evidence, and determine the merits of complaints alleging unfair or discriminatory practices in housing, employment, education, credit, or places of public accommodation; to investigate and study the existence, character, causes, and extent of inequity and discrimination and to attempt to eliminate inequity and discrimination by educating the public and promoting equity and human rights in the community; and to take action in the community to promote equitable and inclusive behavior and to eliminate discrimination and advance equity based on age, race, creed, color, sex, national origin, religion, ancestry, disability, marital status, familial status, sexual orientation, or gender identity. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

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8-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 45-15, 7-20-2015)

8-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 45-15, 7-20-2015)

8-2-5: MEMBERSHIP:

The commission comprises nine (9) residents of the city, appointed by the city council from various racial, religious, cultural, and social groups within the city. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 45-15, 7-20-2015)

8-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 45-15, 7-20-2015)

8-2-9: OFFICERS; ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 45-15, 7-20-2015)

8-2-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

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8-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 45-15, 7-20-2015)

8-2-13: POWERS:

The commission serves in an advisory capacity to the City Council and has the following powers, duties, and responsibilities:

- A. To investigate and study the existence, character, causes, and extent of inequity and discrimination in public accommodations, employment, apprenticeship programs, on the job training programs, vocational schools, other educational institutions, and housing in the city and to attempt the elimination of such inequity and discrimination through education, conciliation, and recommended changes to policy and practice.
- B. To hold hearings upon any complaint made against a person, an employer, an employment agency, a labor organization, or the employees or members thereof, to subpoena witnesses and compel their attendance at such hearings, to administer oaths and take the testimony of any person under oath and to compel such person, employer, employment agency, labor organization, or employees or members thereof, to produce for examination any books and papers relating to any matter involved in such complaint. The commission will issue subpoenas for witnesses in the same manner and for the same purpose on behalf of the respondent upon the respondent's request. Such hearings may be held by the commission, by any commissioner, or by any hearing examiner appointed by the commission. If a witness either fails or refuses to obey a subpoena issued by the commission, the commission may petition the district court having jurisdiction for issuance of a subpoena and the court must, in a proper case, issue the subpoena. Refusal to obey such subpoena is subject to punishment for contempt.
- C. To develop recommendations for actions to strengthen policies, practices, services and programs that will, in the judgment of the commission, promote equitable and inclusive behavior that tends to eliminate inequity and discrimination.

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Cedar Cross Road, Fremont Street to a point eight hundred feet (800') east of Ace Avenue.

Dodge Street (U.S. Highway 20), from Locust Street to a point one thousand five hundred thirty feet (1,530') east of Locust Street.

Dodge Street (U.S. Highway 20), Locust Street to a point one thousand one hundred feet (1,100') west of Locust Street.

Grandview Avenue, Balboa Street to 32nd Street.

Grandview Avenue, from a point approximately four hundred feet (400') north of Unga Street to Kaufman Avenue.

John F. Kennedy Road, Dodge Street (U.S. Highway 20) to Sunset Park Circle.

Kerper Boulevard, 11th Street to Hawthorne Street.

Pennsylvania Avenue, John F. Kennedy Road to westerly city limits.

Peru Road, Sheridan Road to northerly city limits.

Radford Road, from Chavenelle Road to the northerly city limits.

Roosevelt Road (Valley Road and Pebman Road), Peru Road to a point five hundred feet (500') north of Amelia Drive.

Seippel Road, U.S. Highway 20 to the northerly city limits.

University Avenue, Prysi Street to John F. Kennedy Road.

Wacker Drive, Dodge Street (U.S. Highway 20) to John F. Kennedy Road.

16th Street, East, Kerper Boulevard to Sycamore Street.

32nd Street, West, Grandview Avenue to Highland Park.

Forty (40) miles per hour:

Central Avenue, Ruby Street to Olympic Heights Road.

Forty five (45) miles per hour:

Dodge Street (U.S. Highway 20), from a point one thousand five hundred thirty feet (1,530') east of Locust Street to the easterly city limits on the Julien Dubuque bridge.

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Dodge Street (U.S. Highway 20), from a point one thousand one hundred feet (1,100') west of Locust Street to a point five hundred feet (500') east of Crescent Ridge Road.

Locust Street ramps to U.S. 52/61/151, from Locust Street to U.S. 52/61/151.

Northwest Arterial (IA 32), U.S. Highway 20 to U.S. Highway 52.

Peru Road, Roosevelt Road (Valley Road) to northerly city limits.

U.S. 61/151/52, from a point one hundred fifty feet (150') north of 5th Street to a point one thousand one hundred feet (1,100') south of the Julien Dubuque bridge.

Fifty (50) miles per hour:

Central Avenue, Olympic Heights Road to northerly city limits.

Dodge Street (U.S. Highway 20), from a point five hundred feet (500') east of Crescent Ridge Road to the westerly city limits.

Northwest Arterial (IA 32), from Dodge Street (U.S. Highway 20) to the northerly city limits.

Fifty five (55) miles per hour:

Dodge Street (U.S. Highway 20), from a point one thousand sixty feet (1,060') west of Old Highway Road to the westerly city limits.

U.S. 61/151/52, from a point one hundred fifty feet (150') north of 5th Street to the northerly city limits on the Dubuque/Wisconsin bridge, and from a point one thousand one hundred feet (1,100') south of the Julien Dubuque bridge to the southerly city limits.

D. Scheduled fines are established pursuant to Iowa Code section 805.6(6).

Excessive speed in zones 55 miles per hour or less:

1 through 5 miles per hour over

6 through 10 miles per hour over

11 through 15 miles per hour over

16 through 20 miles per hour over

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Over 20 miles per hour over (plus \$2.00 for each mile in excess of 20 miles per hour over limit)

Excessive speed in zones greater than 55 miles per hour:

1 through 5 miles per hour over

6 through 10 miles per hour over

11 through 15 miles per hour over

16 through 20 miles per hour over

Over 20 miles per hour over (plus \$5.00 for each mile in excess of 20 miles per hour over limit)

(Ord. 44-08, 6-16-2008; amd. Ord. 45-08, 6-21-2008; Ord. 59-09, 12-7-2009; Ord. 64-14, 10-20-2014; Ord. 26-21, 6-21-2021; Ord. 57-24, 9-16-2024)

9-7-321.286: **AUTOMATED SPEED ENFORCEMENT:**

- A. General: In accordance with its police powers, the City may deploy, erect, or cause to have erected an automated speed enforcement system for capturing images of motor vehicles that violate speed laws by failing to obey the posted speed regulations within the City. The system may be managed by an Automated Speed Enforcement Contractor that owns and operates the requisite equipment. The police department shall retain supervisory control over the system. The Automated Speed Enforcement Contractor shall provide photographic and/or video images of any potential violations to the police department to review and, in the event the police department determines a vehicle was operated in violation of the City's speed ordinances, the police department shall direct that a notice of Automated Speed Citation be issued to the vehicle owner in accordance with this section.

B. Definitions:

AUTOMATED SPEED CITATION:	A notice of violation generated in connection with the Automated Speed Enforcement System.
AUTOMATED SPEED ENFORCEMENT CONTRACTOR:	The company or entity, if any, with which the City of Dubuque contracts to provide equipment and/or services in connection with the Automated Speed Enforcement System.

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**AUTOMATED
SPEED
ENFORCEMENT
SYSTEM:**

An electronic system consisting of a photographic, video, electronic, or digital camera, a speed sensor, and a vehicle sensor installed to work in conjunction with an official traffic controller or police department employee to automatically produce photographs, video, or digital images of each vehicle violating a speed limit ordinance.

DIVIDED HIGHWAY:

A roadway that is separated by a median.

**LOW OR
MODERATE
INCOME also
referred to as "LMI":**

An individual earning no more than eighty percent (80%) of the higher of the median family income of the county or the statewide non-metropolitan area as determined by the latest United States department of housing and urban development, section 8 income guidelines.

**UNDIVIDED
HIGHWAY:**

A roadway without median separation.

VEHICLE OWNER:

The person or entity identified by the Iowa Department of Transportation, or identified by any other state vehicle registration office, as the registered owner of a vehicle detected violating a traffic ordinance by failing to obey a speed regulation within the City. Notwithstanding the foregoing, in the event the Iowa Department of Transportation or any other state vehicle registration office identifies a person or entity as the lessee of the vehicle, that lessee shall be the Vehicle Owner for purposes of this section. In the event a state registration office does not specify whether a person or entity listed on the registration for the vehicle is the owner or the lessee of the vehicle, any person or entity listed on that vehicle registration may be deemed the Vehicle Owner and held jointly and severally responsible for a violation of this section.

C. Vehicle Owner Subject To Civil Fine For Automated Speed Citations:

1. If a vehicle is detected traveling at a speed above the posted limit, the Vehicle Owner shall be subject to a civil penalty as scheduled below in subsection D.
2. Exemptions from this section are set forth in subsection G and shall not be considered violations for purposes of the Automated Speed Enforcement System.

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ment or redevelopment" means any improvement that creates a new parking lot, new principal structure, garage, carport, covered deck, or covered patio on the lot or parcel or changes the footprint of the parking lot, principal structure, garage, carport, covered deck, or covered patio on the lot or parcel.

2. Upon application and for good cause shown, the city manager may grant a full or partial exception to the above requirement. (Ord. 44-09, 9-8-2009)

- B. Duty Of Abutting Property Owner To Maintain: The abutting property owner must maintain the area from the back of the curb to the right of way line, and must keep such area in a safe condition free from defects, debris, nuisances, obstructions or any other hazard. The abutting property owner must maintain such area in a safe condition, in a state of good repair, and free from defects. Notwithstanding the obligations imposed hereunder, the property owner may not remove diseased trees or dead wood or plant, trim, remove or treat any tree or plant material on public right of way without first obtaining a permit from the city forester. (Ord. 57-14, 9-2-2014; amd. Ord. 43-24, 7-1-2024)
- C. Notice To Replace, Repair Or Reconstruct:
1. Whenever the city manager shall determine that the conditions of any sidewalk as described in subsection B of this section exist, the city manager shall serve notice by certified mail on the abutting property owner, as shown by the records of the county auditor, requiring the abutting property owner to replace, repair or reconstruct the sidewalk.
2. If the city manager determines that the replacement, repair or reconstruction of the sidewalk is not practicable because of circumstances beyond the control of the abutting property owner, the city manager may allow or require a temporary repair of the sidewalk until such circumstances no longer exist. (2007 Code § 41-102)
- D. Collection Of Costs Of Replacement, Reconstruction Or Temporary Repair By City: If the abutting property owner who has been notified pursuant to subsection C of this section to repair, replace, reconstruct, or temporarily repair the sidewalk shall fail to repair, replace, reconstruct, or temporarily repair such sidewalk within thirty (30) days after the mailing of such notice, the city manager may cause the required action to be performed and assess the costs against the abutting property for collection in the same manner as a property tax. (2007 Code § 41-103)
- E. Installments: If any amount assessed against property under subsection D of this section exceeds one hundred dollars (\$100.00), the assessment may be paid in ten (10) annual installments, in the same manner and with the same interest rates as provided for assessments against benefitted property under the code of Iowa. (2007 Code § 41-104)

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- F. Procedures For Levy: The procedures for making and levying a special assessment pursuant to subsection D of this section and for an appeal of the assessment are the same procedures as provided under the code of Iowa. (2007 Code § 41-105)
- G. Sidewalk Inspection Policy: The city manager shall develop, with the approval of the city council, a written sidewalk inspection policy which shall govern the repair, replacement, reconstruction or temporary repair of sidewalks. (2007 Code § 41-106)

10-1-3: **SNOW AND ICE REMOVAL:**

A. Placement In Streets:

1. Deposits From Private Premises: No person, without the express permission of the city manager, shall remove, or cause to be removed, any snow, ice or accumulations thereof from any private premises and deposit the same, or cause the same to be deposited, upon any public street, alley or sidewalk within the city.
2. Deposits Restricting Safety, Access Of Traffic: No person, without the express permission of the city manager, shall move or displace, or cause to be moved or displaced, any snow, ice or accumulations thereof from any section or part of a public street, alley or sidewalk to any other part of a public street, alley or sidewalk when such movement or displacement restricts the safety or free access of motor vehicle and pedestrian traffic.
3. Deposits Upon Areas Cleared For Use Of Traffic: When the traveled portion of a street or alley has been cleared for the use of motor vehicle or pedestrian traffic, no person, without the express permission of the city manager, shall place, or cause to be placed,

CHAPTER 5

PARKS AND RECREATION

ARTICLE A. ADMINISTRATION

SECTION:

10-5A-1: Reserved
10-5A-2: Park And Recreation Advisory Commission

10-5A-1: **RESERVED:**

(Ord. 38-15, 7-6-2015)

10-5A-2: **PARK AND RECREATION ADVISORY COMMISSION:**

- A. Commission Created: There is hereby created the Park and Recreation Advisory Commission.
- B. Purpose: The purpose of the commission is to advise on the general beautification and maintenance of the City, parks, trails and open spaces and facilities, advise and recommend the provision of facilities for active and passive parks and recreation and advise and recommend year-round opportunities for organized, inclusive recreation activities for all residents.
- C. Internal Organization And Rules: The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code or the Iowa Code.
- D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the City govern the commission in all its operations.
- E. Membership: The commission comprises seven (7) residents of the City, appointed by the City Council.
- F. Oath: Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the City Clerk's Office any time prior to the first meeting of the commission.
- G. Terms: The term of office for Commissioners is three (3) years or until such Commissioner's successor is appointed and qualified.

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- H. Vacancies: Vacancies must be filled in the same manner as original appointments.
- I. Officers/Organization: The Commissioners must choose annually a Chairperson and Vice-Chairperson, each to serve a term of one year. The Chairperson must appoint a Secretary, who need not be a member of the commission. The Commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term.
- J. Meetings:
 - 1. Regular Meetings: The commission must meet not less than bi-monthly.
 - 2. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.
 - 3. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.
 - 4. Attendance:
 - a. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.
 - b. Attendance must be entered upon the minutes of all meetings.
 - 5. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.
 - 6. Quorum: Four (4) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution.
- K. Compensation: Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies and budget.
- L. Removal: Except as provided in subsection J4a of this section, the City Council may remove any Commissioner for good cause.

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M. Powers: The commission has the following powers, duties, and responsibilities:

1. Provide the City Council with recommendations that further the general and specific purposes of the commission.
2. Recommend the annual operating budgets and ongoing capital improvements budgets.
3. Recommend establishment of or changes to fees, user fees, or rental fees.
4. Recommend issuance of permits, rental or special use agreements for public use of all park and recreation facilities for activities outside of the special events permit process.
5. Recommend development of community partnerships, agreements, leases and/or plans specific to the department.
6. Recommend the establishment of policies, rules and regulations or ordinance changes governing the use of all grounds and facilities that have been or may be set aside as public parks, trails, open spaces, playgrounds, and other such park and recreation facilities. Such recommendations include but are not limited to opening and closing hours for the use of all park and recreation facilities by the general public.
7. Recommend the establishment of general rules and regulations for all park and recreational programs provided by the City, including fees for league participation, facility usage and rentals by the public.
8. Recommend agreements, leases and other methods to cooperate with the Dubuque Community School District, Holy Family school system, non-profits and other groups interested in the promotion and implementation of recreational activities which are in the best interest of the City.
9. Recommend conceptual and/or final park and recreational area related development plans.

N. Solicitation And Acceptance Of Donations: The commission may solicit donations and gifts of money, personal and real property, and personal services. All such donations and gifts will become the property of the City for the general support of park and recreation programs unless such items have been designated by the donors for specific purposes. (Ord. 22-18, 7-2-2018; amd. Ord. 37-24, 6-17-2024)

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CHAPTER 4

AIRPORT COMMISSION

SECTION:

12-4--1:	Commission Created
12-4--2:	Purpose
12-4--3:	Internal Organization And Rules
12-4--4:	Procedures For Operation
12-4--5:	Membership
12-4--6:	Oath
12-4--7:	Terms
12-4--8:	Vacancies
12-4--9:	Officers; Organization
12-4-10:	Meetings
12-4-11:	Compensation
12-4-12:	Removal
12-4-13:	Powers
12-4-14:	Annual Report

12-4-1: COMMISSION CREATED:

There is hereby created the airport commission. (Ord. 51-14, 8-4-2014)

12-4-2: PURPOSE:

The purpose of the commission is to manage, control, and operate the Dubuque Regional Airport. (Ord. 51-14, 8-4-2014)

12-4-3: INTERNAL ORGANIZATION AND RULES:

The commission shall promulgate and put in force such rules and regulations as shall be deemed necessary and appropriate for the order, operation, management, control and supervision of the Dubuque Regional Airport. (Ord. 51-14, 8-4-2014)

12-4-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations, except where the policies are in conflict with the regulations of the federal aviation administration, the transportation security administration, or the Iowa department of transportation. (Ord. 51-14, 8-4-2014)

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12-4-5: MEMBERSHIP:

The commission comprises five (5) residents of the city, appointed by the city council. (Ord. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-7: TERMS:

The term of office for commissioners is four (4) years or until such member's successor is appointed and qualified. (Ord. 51-14, 8-4-2014)

12-4-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 51-14, 8-4-2014)

12-4-9: OFFICERS; ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a commissioner. The commission must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 51-14, 8-4-2014)

12-4-10: MEETINGS:

- A. Meetings: Meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- B. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- C. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- D. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- E. Quorum: Three (3) members of the commission constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 51-14, 8-4-2014)

12-4-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 51-14, 8-4-2014)

12-4-13: POWERS:

- A. The commission has all of the powers in relation to airports granted to cities and counties under state law, except powers to sell the airport.

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- B. All funds derived from taxation or otherwise for airport purposes are under the control of the commission for the purposes of management, operation, and control of the airport and must be deposited with the director of finance and budget to the credit of the commission and must be disbursed only on the written warrant or order of the commission including the payment of all indebtedness arising from the acquisition and construction of airports and the maintenance, operation, and extension thereof. (Ord. 51-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020)

12-4-14: **ANNUAL REPORT:**

An annual report will be prepared, submitted, and distributed in accordance with Iowa Code chapter 330. (Ord. 51-14, 8-4-2014)

CHAPTER 5

AIRPORT ZONING COMMISSION

SECTION:

- 12-5--1: Commission Created
- 12-5--2: Purpose
- 12-5--3: Internal Organization And Rules
- 12-5--4: Procedures For Operation
- 12-5--5: Membership
- 12-5--6: Oath
- 12-5--7: Terms
- 12-5--8: Vacancies
- 12-5--9: Officers; Organization
- 12-5-10: Meetings
- 12-5-11: Compensation
- 12-5-12: Removal
- 12-5-13: Powers

12-5-1: **COMMISSION CREATED:**

There is hereby created the airport zoning commission. (Ord. 51-14, 8-4-2014)

12-5-2: **PURPOSE:**

The purpose of the commission is to make recommendations to the Dubuque County board of supervisors if there is an airport hazard that endangers the lives and property of users of the Dubuque Regional Airport and the occupants of the land and other persons in its vicinity, or if a hazard impairs the utility of the airport. (Ord. 51-14, 8-4-2014)

12-5-3: **INTERNAL ORGANIZATION AND RULES:**

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 51-14, 8-4-2014)

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12-5-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations, except where the policies are in conflict with the regulations of the federal aviation administration, the transportation security administration, or the Iowa department of transportation. (Ord. 51-14, 8-4-2014)

12-5-5: MEMBERSHIP:

A. The commission comprises five (5) members:

1. Two (2) members selected by the city council from the city of Dubuque zoning advisory commission;
2. Two (2) members selected by the Dubuque County board of supervisors; and
3. One member from the public at large selected by the other four (4) members. This member will serve as chairperson. (Ord. 51-14, 8-4-2014; amd. Ord. 22-24, 6-17-2024)

12-5-6: OATH:

Each person, upon selection to the commission, must execute an oath of office at the first meeting of the commission following the selection or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 51-14, 8-4-2014; amd. Ord. 22-24, 6-17-2024)

12-5-7: TERMS:

The term of office for commissioners is six (6) years or until such member's successor is appointed and qualified, provided, however, that the terms of the cross representative appointees from the city of Dubuque zoning advisory commission must coincide with their terms on the zoning advisory commission. (Ord. 51-14, 8-4-2014)

12-5-8: VACANCIES:

Vacancies must be filled in the same manner as original selections. (Ord. 51-14, 8-4-2014; amd. Ord. 22-24, 6-17-2024)

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12-5-9: OFFICERS; ORGANIZATION:

The commissioners must choose annually a vice chairperson to serve a term of one year. The chairperson must appoint a secretary, who need not be a commissioner. The commission must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 51-14, 8-4-2014)

12-5-10: MEETINGS:

- A. Meetings: Meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- B. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- C. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- D. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- E. Quorum: Three (3) members of the commission constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 51-14, 8-4-2014; amd. Ord. 22-24, 6-17-2024)

12-5-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city and county administrative policies and budget. (Ord. 51-14, 8-4-2014)

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12-5-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 51-14, 8-4-2014)

12-5-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To make recommendations to the Dubuque County board of supervisors and the city council as to the boundaries of the original airport hazard area and the appropriate regulations and restrictions to be enforced therein. The commission must, with due diligence, prepare a preliminary report on such matters and hold public hearings thereon before submitting its final report.
- B. The commission has such other powers and duties as may hereafter be assigned to it by the Iowa Code or joint resolution of the Dubuque County board of supervisors and the city council. (Ord. 51-14, 8-4-2014)

CHAPTER 6

AIRPORT ZONING BOARD OF ADJUSTMENT

SECTION:

- 12-6--1: Board Created
- 12-6--2: Purpose
- 12-6--3: Internal Organization And Rules
- 12-6--4: Procedures For Operation
- 12-6--5: Membership
- 12-6--6: Oath
- 12-6--7: Terms
- 12-6--8: Vacancies
- 12-6--9: Officers; Organization
- 12-6-10: Meetings
- 12-6-11: Compensation
- 12-6-12: Removal
- 12-6-13: Powers
- 12-6-14: Scope Of Authority On Appeals

12-6-1: **BOARD CREATED:**

There is hereby created the airport zoning board of adjustment. (Ord. 51-14, 8-4-2014)

12-6-2: **PURPOSE:**

The purpose of the board is to hear petitions of those who seek to modify regulations and restrictions regarding airport zoning issues. (Ord. 51-14, 8-4-2014)

12-6-3: **INTERNAL ORGANIZATION AND RULES:**

The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 51-14, 8-4-2014)

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12-6-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations, except where the policies are in conflict with the regulations of the federal aviation administration, the transportation security administration, or the Iowa department of transportation. (Ord. 51-14, 8-4-2014)

12-6-5: MEMBERSHIP:

A. Composition: The board comprises five (5) residents of the city.

B. Special Qualifications:

1. Two (2) members must be selected by the city council from the city of Dubuque zoning board of adjustment.
2. Two (2) members must be selected by the Dubuque County board of supervisors.
3. One member from the public at large must be selected by the other four (4) members. This member will serve as chairperson. (Ord. 51-14, 8-4-2014; amd. Ord. 21-24, 6-17-2024)

12-6-6: OATH:

Each person, upon selection to the board, must execute an oath of office at the first meeting of the board following the selection or at the city clerk's office any time prior to the first meeting of the board. (Ord. 51-14, 8-4-2014; amd. Ord. 21-24, 6-17-2024)

12-6-7: TERMS:

The term of office for members of the board is five (5) years or until such member's successor is appointed and qualified, provided, however, that the terms of the cross representative appointees from the city of Dubuque zoning board of adjustment must coincide with their terms on the zoning board of adjustment. (Ord. 51-14, 8-4-2014)

12-6-8: VACANCIES:

Vacancies must be filled in the same manner as original selections. (Ord. 51-14, 8-4-2014; amd. Ord. 21-24, 6-17-2024)

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12-6-9: OFFICERS; ORGANIZATION:

The board must choose annually a vice chairperson to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 51-14, 8-4-2014)

12-6-10: MEETINGS:

- A. Meetings: Meetings may be called by the chairperson or at the written request of a majority of the members.
- B. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- C. Attendance:
 - 1. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the chairperson, such absence will be grounds for the board to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- D. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the city council within ten (10) working days after approval by the board, or by the next regularly scheduled city council meeting, whichever is later.
- E. Quorum: Three (3) members of the board constitute a quorum for the transaction of business. The affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution. The affirmative vote of a majority of the board is necessary to reverse any order, requirement, decision, or determination of any administrative official or to decide in favor of the applicant on any matter upon which the board is required to pass under this chapter, or to effect any variation from the terms thereof. (Ord. 51-14, 8-4-2014; amd. Ord. 21-24, 6-17-2024)

12-6-11: COMPENSATION:

Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the city and county administrative policies and budget. (Ord. 51-14, 8-4-2014)

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12-6-12: REMOVAL:

The city council may remove any member for cause upon written charges and after public hearing. (Ord. 51-14, 8-4-2014)

12-6-13: POWERS:

The board has the following powers, duties, and responsibilities:

- A. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this chapter.
- B. To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of this chapter will be observed and substantial justice done.
- C. The procedures and appeals of the board must be in accordance with this code and the Iowa Code. (Ord. 51-14, 8-4-2014)

12-6-14: SCOPE OF AUTHORITY ON APPEALS:

In exercising its powers on appeal, the board may reverse or affirm wholly or partly or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made and to that end have all of the powers of the officer from whom the appeal is taken. (Ord. 51-14, 8-4-2014)

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CITY CODE
of
DUBUQUE
IOWA

Code current through:
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TITLE 14

BUILDING AND DEVELOPMENT

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or city manager's designee for the temporarily boarded windows and doors. A temporary permit may be issued upon submission of a satisfactory plan to the city manager or city manager's designee which outlines bringing the windows and doors into compliance with this section. "Temporary" for purposes of this section means less than ninety (90) days. One extension of thirty (30) days may be granted by the city manager or city manager's designee. Further extensions may be granted at the discretion of the city manager.

D. Appeal Rights:

1. A property owner aggrieved or adversely affected by a decision of the city manager's designee under this section may apply to the city manager for review of such decision by filing a written notice of appeal with the city manager within thirty (30) days of the date of the decision appealed from. The notice of appeal must include the following:

a. Name and address of person appealing (appellant).

b. A brief statement in ordinary and concise language of the decision appealed from, together with any material facts claimed to support the contentions of the appellant.

c. A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested decision appealed from should be reversed or modified.

d. The signatures of all parties named as persons appealing and their official mailing address.

2. The city manager shall review the decision appealed from and any information provided by the appellant and issue a written decision within thirty (30) days of receipt of the notice of appeal. The decision shall be mailed to the appellant. The city manager may affirm, reverse, or modify the decision of the city manager's designee.

E. Inventory And Review: An inventory of buildings with boarded up windows and doors shall be completed by December 31, 2010, and maintained by the city manager. The inventory shall be updated every twenty four (24) months and provided for review to the city council.

F. Historic Preservation Requirements: None of the provisions of this section shall be interpreted to reduce or modify the requirements for review and approval by

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the historic preservation commission required under this code for properties located within a historic preservation or conservation district. (Ord. 16-11, 2-22-2011)

14-1A-6: BUILDING CODE ADVISORY AND APPEAL BOARD:

- A. Board Created: There is hereby created the building code advisory and appeal board.
- B. Purpose: The purpose of the board is to review proposed code adoptions and amendments for recommendation to the city council and to serve as an appeal body for the decisions of the code official.
- C. Internal Organization And Rules: The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.
- D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations.
- E. Membership:
 - 1. The board comprises seven (7) residents of the city, appointed by the city council.
 - 2. Special experience and training qualifications:
 - a. One member must be a residential construction professional.
 - b. One member must be a commercial construction professional.
 - c. One member must be an electrical construction professional.
 - d. One member must be a plumbing construction professional.
 - e. One member must be a heating, ventilation, and air conditioning (HVAC) construction professional.
 - f. Two (2) multi-disciplinary representatives, which could be an architect, engineer, building designer, or general construction professional.

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3. Alternates: Alternate representatives shall be appointed for the residential construction professional, commercial construction professional, electrical construction professional, plumbing construction professional, and HVAC construction professional positions and shall be called upon to participate in the event of a conflict of interest or unavailability of the primary appointee.
- F. Oath: Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following the appointment or at the City Clerk's Office any time prior to the first meeting of the board.
- G. Terms: The term of office for members of the board is three (3) years or until such member's successor is appointed and qualified.
- H. Vacancies: Vacancies must be filled in the same manner as original appointments.
- I. Officers/Organization: The board must choose annually a Chairperson and Vice Chairperson, each to serve a term of one (1) year. The code official or the code official's designee shall serve as secretary of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.
- J. Meetings:
1. Regular Meetings: The board must meet upon call of the Chairperson, the City Manager, or the City Manager's designee.
 2. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the members.
 3. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.
 4. Appeals: The board shall meet upon notice from the Chairman, within not less than ten (10) days and not more than ninety (90) days of the filing of an appeal, at stated periodic meetings, or at the written request of a majority of the members.
 5. Attendance:
 - a. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the Chairperson, such absence will be grounds for the board to recommend to the City Council that the position be declared vacant and a replacement appointed.

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- b. Attendance must be entered upon the minutes of all meetings.
6. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the City Council within ten (10) working days after approval by the board, or by the next regularly scheduled City Council meeting, whichever is later.
7. Quorum: Four (4) members of the board must be in attendance to constitute a quorum for the transaction of business. An affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution.
- K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the City administrative policies and budget.
- L. Removal: The City Council may remove any member for cause upon written charges and after a public hearing.
- M. Powers: The board has the following powers, duties, and responsibilities:
- 1. To review proposed code adoptions and amendments for recommendation to the City Council.
 - 2. To serve as an appeal body for the decisions of the Code official based upon the codes adopted by the City under Title 14 of this code.
 - 3. When hearing an appeal:
 - a. The board may reverse or modify a decision of the code official only upon finding that:
 - (1) The true intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted by the Code official; or
 - (2) The provisions of the applicable code do not fully apply; or
 - (3) An equal or better form of construction has been proposed and is appropriate.
 - b. The board shall require sufficient evidence or proof be submitted to substantiate any claims that an equal or better form of construction is appropriate.

c. In order to make a finding that an equal or better form of construction is appropriate the board must find the proposed material or method of construction is satisfactory for the use intended and complies with the provisions of this Code, and that the material, method, or work offered is, for the purpose intended, at least equivalent to that prescribed by this Code in suitability, strength, effectiveness, durability, fire resistance, and safety.

d. All appeal hearings shall be conducted in accordance with the procedures specified in this Code.

e. The board shall have no authority relative to interpretation of the administrative provisions of this Code nor shall the board be empowered to waive requirements of this Code.

N. Application For Appeal:

1. Any person affected by a decision of the code official or a notice or order issued under this Code shall have the right to appeal, provided a written application for appeal is filed within twenty (20) days after the decision, notice, or order was served.

2. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equal or better form of construction is proposed. The board may find a proposed form of construction to be equal or better.

O. Disqualification Of Member: A member shall not hear an appeal in which that member has a personal, professional, or financial interest.

P. Postponed Hearing: Either the City or the appellant may request a postponement of a hearing subject to the approval of the Code official. In no event may a postponement exceed ninety (90) days beyond the date of the appeal. (Ord. 21-16, 6-6-2016, eff. 7-1-2016; amd. Ord. 44-20, 12-7-2020; Ord. 25-24, 6-17-2024)

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Section R310.1. Emergency escape and rescue opening required. Amended to Read:

R310.1. Emergency escape and rescue opening required. Basements, habitable attics and every sleeping room shall have not less than one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, an emergency escape and rescue opening shall be required in each sleeping room. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court having a minimum width of 36 inches (914 mm) that opens to a public way.

Exceptions:

1. Storm shelters and basements used only to house mechanical equipment not exceeding a total floor area of 200 square feet (18.58 m²).
2. Where the dwelling unit or townhouse unit is equipped with an automatic sprinkler system installed in accordance with Section P2904 of this code, sleeping rooms in basements shall not be required to have emergency escape and rescue openings provided that the basement has one of the following:
 - 2.1. One means of egress complying with Section R311 and one emergency escape and rescue opening.
 - 2.2. Two means of egress complying with Section R311.
3. A yard shall not be required to open directly into a public way where the yard opens to an unobstructed path from the yard to the public way. Such path shall have a width of not less than 36 inches (914 mm).
4. Basements without bedrooms that provide a second stairway that terminates in a room separate from the first stairway.

Section R310.5 Replacement windows for emergency escape and rescue openings. Amended to read:

R310.5 Replacement windows for emergency escape and rescue openings shall be permitted to have minimum dimensions in accordance with Sections R310.5.1 through R310.5.3 of this code, provided the replacement window meets the following conditions:

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1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening.
2. The replacement window is not part of a change of occupancy.

R310.5.1 Minimum size. Emergency escape and rescue openings shall have a net clear opening of not less than 4.0 square feet (0.37 m²).

R310.5.2 Minimum dimensions. The minimum net clear opening height dimension shall be 22 inches (558 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.

R310.5.3 Maximum height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 48 inches (1219 mm) above the floor.

Exception: An existing finished sill height may exceed 48 inches (1219 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the bottom of the clear opening shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 18 inches (457 mm) and shall be a minimum of 36 inches (914 mm) wide or as wide as the clear openable width of the window, whichever is greater, or another approved method/platform.
- b. The building is equipped with smoke alarms installed in accordance with section R314 of this code.

Section R313 Automatic Fire Sprinkler Systems. Deleted.

R314.6 Power source. Amended to read:

Section 314.6 Power source.

314.6.1 General. Smoke alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and, where primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection.

Exceptions:

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1. Smoke alarms shall be permitted to be solely battery powered by a nonremovable, nonreplaceable battery that powers the alarm for at least ten (10) years, where installed in buildings without commercial power.
2. Smoke alarms installed in accordance with Section R314.2.2 shall be permitted to be battery powered by a nonremovable, nonreplaceable battery that powers the alarm for at least ten (10) years.

Section N1101.14 (R401.3) Certificate (Mandatory). Deleted.

Section N1102.4.1.2 (R402.4.1.2) Testing. Deleted.

Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive). Deleted.

Section N1103.3.5 (R403.3.5) Building Cavities (Mandatory). Amended to read:

N1103.3.7 (R403.3.7). Building Cavities (Mandatory). Exterior building framing cavities shall not be used as ducts or plenums.

Section P2904 Dwelling Unit Fire Sprinkler Systems. Deleted.

Chapter 29. Deleted.

Chapter 30 Sanitary Drainage. Deleted.

Part VIII "Electrical" is hereby amended by deleting chapters 34-43 in their entirety.

Appendix A - Do not adopt
Appendix B - Do not adopt
Appendix C - Do not adopt
Appendix D - Do not adopt
Appendix E - Do not adopt
Appendix F - Do not adopt
Appendix G - Do not adopt
Appendix H - Do not adopt
Appendix I - Do not adopt
Appendix J - Do not adopt
Appendix K - Do not adopt
Appendix L - Do not adopt
Appendix M - Do not adopt
Appendix N - Do not adopt
Appendix O - Do not adopt
Appendix P - Do not adopt
Appendix Q - Adopt
Appendix R - Do not adopt
Appendix S - Do not adopt
Appendix T - Do not adopt
(Ord. 41-19, 9-3-2019; amd. Ord. 22-23, 5-15-2023; Ord. 51-24, 9-3-2024)

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1031.3.1 Minimum size. Amended to read:

Emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet. (0.53m²)

Exception: The minimum net clear opening for grade-floor emergency escape and rescue openings shall be 5 square feet. (0.46m²)

Exception: Replacement windows installed in buildings meeting the scope of this code shall be exempt from the minimum size requirements of this section, provided that the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening, but will have a minimum net clear openable width of 20 inches (508 mm), a minimum net clear openable height of 22 inches (558 mm), and a minimum net clear opening of 4.0 square feet (0.372 m²).
2. Window replacements permitted between April 11, 2016 and the effective date of this ordinance that serve as the required emergency escape and rescue opening will be allowed to remain as long as they meet the following requirements:
 - a. Window was permitted as required by the City of Dubuque
 - b. Window was approved as code compliant as documented by the City of Dubuque.
3. The replacement window is not part of a change of occupancy or use.

Section 1031.3.3. Maximum height from floor. Amended to read:

1031.3.3. Maximum height from floor.

Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44 inches (1118 mm) measured from the floor. An existing finished sill height may exceed 44 inches (1118 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be

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no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the finished sill height shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 18 inches (457 mm) and shall be at least as wide as the clear openable width of the window or other approved method/platform.

- b. The emergency escape and rescue opening shall comply with section 1031.3.2 of this code.

Section 1103.8.3 Power Source. Amended to read:

1103.8.3 Power source.

Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place, provided that the battery is nonremovable, nonreplaceable and powers the alarm for at least ten (10) years.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source, provided that the battery is nonremovable, nonreplaceable and powers the alarm for at least ten (10) years.
3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for building wiring without the removal of interior finishes, provided that the battery is nonremovable, nonreplaceable and powers the alarm for at least ten (10) years.

Appendix A - Do not adopt
Appendix B - Adopt
Appendix C - Adopt
Appendix D - Adopt

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Appendix E - Do not adopt
Appendix F - Do not adopt
Appendix G - Do not adopt
Appendix H - Do not adopt
Appendix I - Do not adopt
Appendix J - Do not adopt
Appendix K - Do not adopt
Appendix L - Do not adopt
Appendix M - Do not adopt

(Ord. 47-19, 9-3-2019; amd. Ord. 23-23, 5-15-2023; Ord. 50-24, 9-3-2024)

14-1E-3: RESERVED:

14-1E-4: EMERGENCIES:

Where a situation requires immediate decision, that of the fire chief shall be final and conclusive. (Ord. 46-10, 8-6-2010; amd. Ord. 23-23, 5-15-2023)

14-1E-5: SPECIAL CONDITIONS:

The fire chief in matters of fire prevention shall have full power to exercise judgment in a reasonable and proper manner and rule accordingly on all special cases in regard to any of the matters and things treated in this code relating to fire hazards not specifically covered thereby. (Ord. 46-10, 8-6-2010; amd. Ord. 23-23, 5-15-2023)

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Section 304.14. Insect Screens. Insert: May 1 to November 1.

Section 304.18.1. Doors. Amended to read:

304.18.1. Doors. Doors providing access to a dwelling unit, rooming unit, or housekeeping unit that is rented, leased or let shall be equipped with a lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge, or special effort. Such locks shall be installed according to the manufacturer's specifications and maintained in good working order.

Section 305.3. Interior Surfaces. Amended to read:

305.3. Interior Surfaces.

A. Interior surfaces, including windows and doors, shall be maintained in good, clean, and sanitary condition. Peeling, chipping, loose, flaking, or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.

B. All residential properties receiving federal assistance must be in compliance with the Lead Safe Housing Rule at 24 CFR 35 and the Lead-Based Paint Poisoning Prevention Act at 42 USC 4822. The owner of federally assisted units must provide certification that the dwelling is in accordance with said regulations. If the federally assisted unit was constructed prior to 1978, upon occupancy a notice must be provided which outlines the lead-based paint regulations, the hazards of lead-based paint poisoning, the symptoms and treatment of lead poisoning, and the precautions to be taken against lead poisoning.

C. All residential property must comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, requiring the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of certain housing built before 1978.

Section 308.2.1. Rubbish Storage Facilities. Amended to add:

Exception: Pursuant to Iowa Code §562A.15 a landlord may enter into an agreement, in certain circumstances, with a tenant for maintenance in which case the tenant will be responsible for compliance with this provision. Upon request of the city, a landlord must provide a copy of the written agreement. Responsibility for a violation will default to the property owner if the requested documentation is not provided within five (5) days of the date of service of the notice of violation.

Section 404.4.2. Deleted.

Section 404.4.3. Water Closet Accessibility. Amended to read as follows:

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404.4.3. Water Closet Accessibility. Every bedroom in a dwelling unit shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.

Section 602.3. Heat Supply. Insert: September 15 to May 15.

Section 602.4. Occupiable Work Spaces. Insert: September 15 to May 15.

Section 602.5. Room Temperature Measurement. Amended to read:

602.5. Room Temperature Measurement. The required room temperatures shall be measured three (3) feet (914 mm) above the floor, at an interior wall.

Section 605.2. Receptacles. Amended to add:

Every *habitable space* in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. All receptacle outlets within six feet (6') of any water source shall have ground fault circuit interrupter (GFCI) protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

Exception: In lieu of every habitable space in a dwelling containing two separate and remote receptacle outlets, one receptacle and a separate permanently installed light fixture is allowable.

Section 702.4. Emergency escape openings. Amended to read:

702.4. Emergency escape and rescue openings. Basements, habitable attics, and every sleeping room shall not have less than one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, an emergency escape and rescue opening shall be required in each sleeping room. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court having a minimum width of 36 inches (914 mm) that opens to a public way. Emergency escape and rescue openings shall have minimum dimensions in accordance with 702.4.1 through 704.2.3 of this code.

Exception: Window replacements permitted between April 11, 2016 and the effective date of this ordinance that serve as the required emergency escape and rescue opening will be allowed to remain as long as they meet the following requirements:

- a. Window was permitted as required by the City of Dubuque
- b. Window was approved as code compliant as documented by the City of Dubuque.

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702.4.1 Minimum size. Emergency escape and rescue openings shall have a net clear opening of not less than 4.0 square feet (0.370 m²).

702.4.2 Minimum dimensions. The minimum net clear opening height dimension shall be 22 inches (558 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.

702.4.3 Maximum height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 48 inches (1219 mm) above the floor.

Exception: An existing finished sill height may exceed 48 inches (1219 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the bottom of the clear opening shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 18 inches (457 mm) and shall be a minimum of 36 inches (914 mm) wide or as wide as the clear openable width of the window, whichever is greater, or another approved method/platform.
- b. The building is equipped with smoke alarms installed in accordance with Section R314 of the International Residential Code in one- and two-family dwellings, or Section 907.2.10 of the International Building Code for all other structures, regardless of the valuation of the alteration.

704.6.3 Power source. Amended to read:

704.6.3 Power source.

704.6.3.1 General. Single-station smoke alarms shall receive their primary power the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place, provided that the battery is nonremovable, nonreplaceable and powers the alarm for at least ten (10) years.

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2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source, provided that the battery is nonremovable, nonreplaceable and powers the alarm for at least ten (10) years.

3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for building wiring without the removal of interior finishes, provided that the battery is nonremovable, nonreplaceable and powers the alarm for at least ten (10) years.

704.6.3.2 Battery-Powered Smoke Alarms in Federally Assisted Housing. After December 23, 2024, battery-powered smoke alarms listed in accordance with UL 217 must be powered by a nonremovable, nonreplaceable battery that powers the alarm for at least ten (10) years if installed in any of the following federally assisted housing:

1. Public Housing, Tenant-Based Assistance, And Project-Based Assistance -The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)
2. Supportive Housing For The Elderly -Section 202(j) of the Housing Act of 1959 (12 U.S.C. 1701q(j)).
3. Supportive Housing For Persons With Disabilities -Section 811(j) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 8013(j)).
4. Housing Opportunities For Persons With AIDS -Section 856 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12905).
5. Rural Housing -Title V of the Housing Act of 1949 (42 U.S.C. 1471 et seq.)
6. Farm Labor Housing Direct Loans & Grants -Section 516 of the Housing Act of 1949 (42 U.S.C. 1486).

704.6.3.3 Battery-Powered Smoke Alarm Replacement. After January 1, 2025, a battery-powered smoke alarm listed in accordance with UL 217 that replaces an existing battery-powered smoke alarm must be powered by a nonremovable, nonreplaceable battery that powers the alarm for at least ten (10) years.

Exception: The nonremovable, nonreplaceable battery requirements do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as a part of a centrally monitored or supervised alarm system; that uses a low-power, radio frequency wireless communication signal.

704.6.3.4 Battery-Powered Smoke Alarm Compliance Date. On January 1, 2030 all existing battery-powered smoke alarms must be powered by a nonremovable, nonreplaceable battery that powers the alarm for at least ten (10) years.

Appendix A - Do not adopt

Appendix B - Do not adopt

(Ord. 30-16, 6-20-2016, eff. 7-1-2016; amd. Ord. 34-17, 7-5-2017; Ord. 45-19, 9-3-2019; Ord. 35-20, 9-21-2020; Ord. 17-21, 5-3-2021; Ord. 36-21, 10-18-2021; Ord. 19-22, 5-2-2022; Ord. 25-23, 5-15-2023; Ord. 49-24, 9-3-2024)

14-1J-3: **RENTAL LICENSES:**

- A. Rental License Required: No property owner, manager, or licensed real estate professional may let to another for rent and/or occupancy any dwelling, dwelling unit, housekeeping unit, rooming house, rooming unit, or sleeping unit, as defined by the Property Maintenance Code and hereinafter cumulatively referred to as "rental unit" in the City unless such person holds a current rental

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- B. **Appeal Filing Fee:** At the time of filing the notice of appeal, the appellant must pay therewith a filing fee in an amount set by the city manager. If the board reverses the designation, the fee will be fully refunded.
- C. **Notice Of Hearing:** Upon receipt of a notice of appeal filed pursuant to this section, the chairperson of the board must fix a date, time, and place for hearing the appeal, within sixty (60) days from the date the appeal was filed, unless agreed upon by the appellant and city. Written notice of the time and place of the hearing must be given at least ten (10) days prior to the date of the hearing to the appellant either by causing a copy of such notice to be personally delivered to the appellant or by mailing a copy thereof to the appellant's address shown on the notice of appeal.
- D. **Waiver:** The failure to file a notice of appeal in accordance with this section constitutes a waiver of the appeal.
- E. **Appeals Process:** The housing board of appeals shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.
- F. **Appeals Board Action:** Following the hearing, the housing board of appeals may, by a majority vote, affirm the designation or reverse the designation. (Ord. 30-16, 6-20-2016, eff. 7-1-2016)

14-1J-6: INSPECTION OF PROPERTIES OWNED BY PRIORITY CATEGORY:

The city manager or the city manager's designee may order the inspection of any or all properties owned or managed by a priority category. The fee for such inspection will be as set by the city manager. The properties may be put on an accelerated inspection schedule by the city manager or the city manager's designee. If a priority category fails to comply with an inspection schedule or pay any inspection fee, the rental license may be suspended or revoked and the tenants relocated from the unit at the priority category's expense. (Ord. 30-16, 6-20-2016, eff. 7-1-2016)

14-1J-7: HOUSING APPEALS AND MEDIATION BOARD:

- A. **Board Created:** There is hereby created the Housing Appeals and Mediation Board.

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- B. Purpose: The purpose of the board is to hear appeals relative to repair deadlines and nuisance abatement orders, decisions, or determinations made by the code official and landlord/tenant disputes regarding property access, nuisance abatement and rent abatement due to the failure of the responsible party to correct city code violations in a timely manner.
- C. Internal Organization And Rules: The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.
- D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations.
- E. Membership:
 - 1. The board comprises five (5) residents of the city, appointed by the city council.
 - 2. Special Experience And Training Qualifications: The housing appeals and mediation board shall be comprised of residents with an interest in fair and equitable housing with emphasis on balance of landlords, tenants and other interested citizens.
- F. Oath: Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following appointment or at the city clerk's office any time prior to the first meeting of the board.
- G. Terms: The term of office for members of the board is three (3) years or until such member's successor is appointed and qualified.
- H. Vacancies: Vacancies must be filled in the same manner as original appointments.
- I. Officers/Organization: The board must choose annually a chairperson and vice chairperson, each to serve a term of one year. The code official or the code official's designee is the secretary of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.
- J. Meetings:
 - 1. The board shall meet upon notice from the chairman, within not less than ten (10) days and not more than ninety (90) days of the filing of an appeal or

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a request for mediation, at stated periodic meetings, or at the written request of a majority of the members.

2. Attendance:

a. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the chairperson, such absence will be grounds for the board to recommend to the city council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

3. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the city council within ten (10) working days after approval by the board, or by the next regularly scheduled city council meeting, whichever is later.

4. Quorum: Three (3) members of the board must be in attendance to constitute a quorum for the transaction of business. An affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution.

K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the city administrative policies and budget.

L. Removal: Except as provided in subsection 14-1J-7J2 of this chapter, the city council may remove any member for good cause.

M. Powers:

1. Repair Timeline Appeals:

a. An appeal of repair deadlines shall be based on a claim that specific code violations cannot be corrected in the timeframe prescribed by the inspector. The board shall evaluate whether the violations can be corrected in the time frame prescribed by the inspector. The board may uphold the timeframe prescribed by the inspector or grant an extension of time not to exceed nine (9) months from the date of the notice of violation.

b. In no event shall the board have the authority to amend the violation as determined by the inspector or wave requirements of this code.

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2. Nuisance Abatement:

a. An appeal of a nuisance abatement order shall be based on the claim that the true intent of Title 6, Chapters 4 and 8 related to rubbish and garbage have not been correctly interpreted or the provisions don't fully apply. The board may uphold the finding of a nuisance and ordered abatement, modify the deadline for nuisance abatement, or reverse the nuisance designation based on determination that the condition is not a violation of the code.

b. In no event shall the board have the authority to waive the requirements of this code.

3. Mediation:

a. An application for mediation shall be based on the claim that either the landlord or tenant have failed to fulfill their duties as required by the lease between the parties, the Iowa Code, or the city code.

b. The City will work directly with magistrates within the Iowa District Court in and for Dubuque County to best serve the needs of the involved parties and encourage building positive landlord tenant relationships for the betterment of the community during an eviction proceeding.

c. The board will hear all issues related to the requested mediation, ask questions necessary to develop a full understanding of the issues, guide participants to develop mutually agreeable solutions, and assist in recording binding written agreements between the parties.

Failure to resolve issues in mediation will result in a referral to the appropriate jurisdictional authority (court) along with a copy of the mediation record and any exhibits or evidence provided by parties of the mediation.

4. All appeal hearings shall be conducted in accordance with the procedures specified in this Code.

N. Application For Appeal:

1. Any person affected by a nuisance abatement order or repair timeline decision of the code official shall have the right to appeal to the housing appeals and mediation board, provided a written application for appeal is filed within twenty (20) days after the day the decision, notice, or order was served and prior to the deadline on the notice.

2. An application for appeal shall dispute the timeline necessary to complete repair or the designation of a condition as a nuisance.

- O. Disqualification Of Member: A member shall not hear an appeal in which that member has a personal, professional, or financial interest.
- P. Postponed Hearing: Either the City, the party appealing, or a mediation participant may request a postponement of a proceeding subject to the approval of the Code official. In no event may a postponement exceed ninety (90) days beyond the date of the appeal. (Ord. 30-16, 6-20-2016, eff. 7-1-2016; amd. Ord. 34-17, 7-5-2017; Ord. 50-20, 12-7-2020; Ord. 32-24, 6-17-2024)

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CHAPTER 5

HISTORIC BUILDINGS

(Rep. by Ord. 42-24, 7-1-2024)

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City of Dubuque

CHAPTER 2

LONG RANGE PLANNING ADVISORY COMMISSION

SECTION:

- 15-2- 1: Commission Created
- 15-2- 2: Purpose
- 15-2- 3: Internal Organization And Rules
- 15-2- 4: Procedures For Operation
- 15-2- 5: Membership
- 15-2- 6: Oath
- 15-2- 7: Terms
- 15-2- 8: Vacancies
- 15-2- 9: Officers/Organization
- 15-2-10: Meetings
- 15-2-11: Compensation
- 15-2-12: Removal
- 15-2-13: Powers

15-2-1: COMMISSION CREATED:

There is hereby created the long range planning advisory commission. (Ord. 62-15, 9-21-2015)

15-2-2: PURPOSE:

The purpose of the commission is to foster the community planning process, develop policies, goals, plans, and management tools based on a consensus of community values, and help guide the community's future development, public policies, and decision making. (Ord. 62-15, 9-21-2015)

15-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 62-15, 9-21-2015)

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15-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 62-15, 9-21-2015)

15-2-5: MEMBERSHIP:

A. Composition: The commission comprises seven (7) residents of the city, appointed by the city council.

B. Qualifications:

1. All members must be qualified by their knowledge, experience, and ability to contribute to the city's long range planning and development efforts.

2. Cross-Representation: One (1) member must be appointed by and from the membership of the Housing Commission, with city council approval. (Ord. 62-15, 9-21-2015; amd. Ord. 4-21, 2-15-2021; Ord. 36-24, 6-17-2024)

15-2-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 62-15, 9-21-2015; amd. Ord. 36-24, 6-17-2024)

15-2-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The term of the cross-representative appointee to the Long Range Planning Advisory Commission must coincide with their term on the Housing Commission. (Ord. 62-15, 9-21-2015; amd. Ord. 4-21, 2-15-2021)

15-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 62-15, 9-21-2015)

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15-2-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 62-15, 9-21-2015)

15-2-10: MEETINGS:

- A. Meetings: Meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.
- B. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.
- C. Attendance:
 - 1. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- D. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.
- E. Quorum: Four (4) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 46-16, 9-19-2016; amd. Ord. 36-24, 6-17-2024)

15-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies and budget. (Ord. 62-15, 9-21-2015)

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15-2-12: REMOVAL:

Except as provided in subsection 15-2-10C1 of this chapter, the City Council may remove any Commissioner for good cause. (Ord. 62-15, 9-21-2015)

15-2-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To provide a leadership role in the planning, coordinating, and sponsoring of a periodic community planning process;
- B. To coordinate and supervise the preparation and maintenance of the Comprehensive Plan;
- C. To provide input to the City Manager in the preparation of the City Manager's recommended multiyear Capital Improvement Program;
- D. To make comprehensive studies of the present condition and the future growth of the City to provide input into the community planning process and to guide and accomplish a coordinated, consistent, and harmonious development in accordance with the present and future needs thereof to the end that the health, safety, morals, order, convenience, prosperity, and general welfare may be promoted;
- E. To make or cause to be made such surveys, studies, maps, plans, or charts of the City with due regard to its relation to neighboring territory as may be determined as necessary to carry out the purposes of the commission;
- F. To recommend amendments to all or parts of the Comprehensive Plan in response to the community planning process, upon its own initiative or upon recommendation presented by the Zoning Advisory Commission, but only after a public hearing;
- G. To review proposed urban renewal plans and urban revitalization plans for consistency with the Comprehensive Plan;
- H. To undertake public information efforts to enhance public understanding of the community planning process generally and the Comprehensive Plan specifically; and
- I. To undertake from time to time other specific long range planning projects which may be referred to the commission by the City Council. (Ord. 41-17, 9-5-2017)

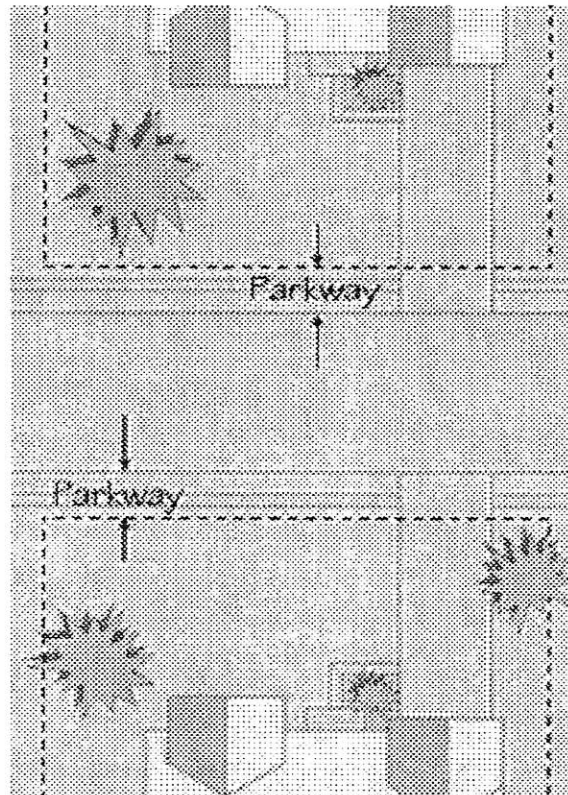
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OWNER:	One or more persons, including corporations, who have title to the property, building or structure in question.
PARCEL:	A lot or a contiguous group of lots in single ownership or under single control, which may be considered as a unit for purposes of development.
PARK:	Any public or private land available for recreational, educational, cultural, or aesthetic use.
PARKING LOT, OFF-PREMISE:	A hard-surfaced area not located in the public rights-of-way, is designated for the parking of vehicles, and which meets all of the following standards: A. The off-premise parking lot shall be incidental and subordinate to a permitted use and located on a lot within three hundred feet (300') of the principal use it serves; B. The off-premise parking lot shall be owned and maintained by the property owner of the principal use it serves; C. No vehicle or outside storage of any kind shall be permitted in, or on, the off-premise parking lot; and D. A site plan shall be reviewed and approved prior to the installation of an off-premise parking lot.
PARKING, OFF STREET:	All hard surfaced areas other than public rights of way for the purpose of parking vehicles.
PARKING, ON STREET:	The space designated for parking a vehicle within the paved portion of the street right of way.
PARKING SPACE:	A paved area, other than a street or alley, designed for the parking of a vehicle.
PARKING STRUCTURE:	A structure or portion thereof composed of one or more levels or floors used exclusively for the parking of vehicles.

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PARKWAY:

The area, excluding the sidewalk, if any, between the property line and the curb, or in the absence of a curb, between the property line and the nearest edge of the street paving.

**PERFORMANCE
GUARANTEE:**

A financial guarantee to ensure that all improvements, facilities, or work required by this title will be completed in compliance with these regulations as well as with approved plans and specifications of a development.

**PERMEABLE
PAVEMENT:**

A hard surfaced pavement system with traditional strength characteristics, but which allows rainfall to percolate through it rather than running off. For purposes of this title this does not include gravel, cinders, crushed rock or seal coat.

PERMITTED USE:

See definition of Use, Permitted.

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PERSON:	An individual, corporation, limited liability company, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, or any other legal entity.
PET DAYCARE:	An establishment where a household pet can be left for a period of time less than twenty four (24) hours, where kenneling does not occur.
PLANNED UNIT DEVELOPMENT (PUD):	A planning process and district for the purpose of providing for a unique and flexible arrangement of residential, business, or industrial uses in accordance with an approved conceptual plan.
PLAT:	A map showing the location, boundaries, and legal description of individual properties prepared by a licensed land surveyor.
PLAT OF SURVEY:	A graphical representation of a survey of one or more parcels of land, including a complete and accurate description of each parcel within the plat, prepared by a licensed land surveyor.
POLICY:	A statement or document of the city, such as the comprehensive plan, that forms the basis for enacting legislation or making decisions.
PONY:	A small horse, especially one of any of several breeds of very small stocky animals.

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YARD, REQUIRED:	See definition of setback.
YARD, SIDE:	The area between a principal building and an interior property, and extending between the front yard and rear yard. In the case of double frontage lots, side yards shall extend between the front yards. In the case of corner lots, yards remaining after front yards have been established shall be considered side yards.
YARD, SPECIAL:	A required yard other than the required front yard so oriented that neither the terms "side yard" nor "rear yard" clearly apply. In such cases the City Planner shall determine, based on topography, location, orientation and pattern of adjacent structures and development which yard requirement is more appropriate.
ZONING DISTRICT:	A section of the City in which zoning regulations and standards are uniform.
ZONING MAP, OFFICIAL:	Map delineating the boundaries of zoning districts which, along with the zoning text, is officially adopted by the Dubuque City Council and on file in the Office of the Planning Services Department. (Ord. 52-09, 10-19-2009; amd. Ord. 48-10, 8-16-2010; Ord. 63-10, 12-20-2010; Ord. 48-14, 7-21-2014; Ord. 10-18, 3-19-2018; Ord. 19-20, 5-18-2020; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2023; Ord. 44-24, 7-15-2024)

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Residential use above the first floor only.

Retail sales and service.

School of private instruction. (Ord. 52-09, 10-19-2009; amd. Ord. 54-10, 9-20-2010; Ord. 17-13, 3-18-2013; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 49-23, 11-20-2023)

16-5-11-2: CONDITIONAL USES:

The following conditional uses may be permitted in the C-2 district, subject to the provisions of section 16-8-5 of this title:

Animal hospital or clinic.

Car wash, self-service.

Licensed adult day services.

Passenger transfer facility.

Pet daycare or grooming.

Restaurant, drive-in or carryout.

Tattoo parlor.

Wind energy conversion systems. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-11-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Off-premise parking lot.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 44-24, 7-15-2024)

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16-5-11-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-11-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-11-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

Licensed adult day services.

Outdoor recreation or outdoor amusement center.

Passenger transfer facility.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-13-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Crematorium accessory to a mortuary or funeral home.

Off-premise parking lot.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 44-24, 7-15-2024)

16-5-13-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-13-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-13-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

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16-5-13-7: BULK REGULATIONS:

	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side ¹	Minimum Rear ²	
				Minimum	Maximum			
C-3 General Commercial								
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	50%	20 ft.	-	-	-	40 ft.
Vehicle sales	20,000 sq. ft.	-	-	20 ft.	-	-	-	40 ft.
All other uses	-	-	-	20 ft.	-	-	-	40 ft.

Notes:

1. When abutting a residential or office residential district, a 20 foot side setback is required.
2. When abutting a residential or office residential district, a 20 foot rear setback is required.

CHAPTER 8

**ZONING BOARD OF ADJUSTMENT APPLICATIONS
AND PROCEDURES**

SECTION:

- 16-8-1: Zoning Board Of Adjustment
- 16-8-2: Reserved
- 16-8-3: Reserved
- 16-8-4: Appeal From Administrative Official
 - 16-8-4-1: Authorization
 - 16-8-4-2: Appeal Procedure
 - 16-8-4-3: Effect Of Appeal
- 16-8-5: Conditional Use Permit Procedure
 - 16-8-5-1: Generally
 - 16-8-5-2: Application
 - 16-8-5-3: Notice And Meeting Requirements
 - 16-8-5-4: Standards For Granting Conditional Use Permit
 - 16-8-5-5: Conditions And Restrictions On Conditional Use Permit
 - 16-8-5-6: Decisions And Records
 - 16-8-5-7: Period Of Validity; Expiration
 - 16-8-5-8: Parking Regulations
 - 16-8-5-9: Sign Regulations
 - 16-8-5-10: List Of Conditional Uses
- 16-8-6: Variance Procedure
 - 16-8-6-1: Application
 - 16-8-6-2: Notice And Meeting Requirements
 - 16-8-6-3: Requirements For Granting Of Variance
 - 16-8-6-4: Conditions And Restrictions Attached To Granting Of Variance
 - 16-8-6-5: Decisions And Records
- 16-8-7: Special Exceptions
 - 16-8-7-1: Application
 - 16-8-7-2: Notice And Meeting Requirements
 - 16-8-7-3: Requirements For Granting Special Exception
 - 16-8-7-4: Conditions And Restrictions Attached To Granting Special Exception
 - 16-8-7-5: Decisions And Records
- 16-8-8: Appeal From Board Decision

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16-8-1: ZONING BOARD OF ADJUSTMENT:

- A. Board Created: There is hereby created the zoning board of adjustment.
- B. Purpose: The purpose of the board is to review applications regarding criteria for granting of special exceptions, conditional use permits, or variances; to decide citizens' appeals of orders, requirements, decisions, or determinations made by planning services staff; and to hear cases given by applicants and decide whether the request should be granted based on the criteria set forth in the zoning ordinance.
- C. Internal Organization And Rules: The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.
- D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations.
- E. Membership:
 - 1. The board comprises five (5) residents of the city, appointed by the city council.
 - 2. Two (2) members from the board must be selected by the city council as cross representatives to the airport zoning board of adjustment.
 - 3. A majority of the members of the board must be persons representing the public at large and must not be involved in the business of purchasing or selling real estate.
- F. Oath: Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following the appointment or at the city clerk's office any time prior to the first meeting of the board.
- G. Terms: The term of office for members of the board is five (5) years or until such member's successor is appointed and qualified. The terms of the cross representative appointees to the airport zoning board of adjustment must serve a term on the airport zoning board of adjustment which coincides with their terms on the zoning board of adjustment.
- H. Vacancies: Vacancies must be filled in the same manner as original appointments.
- I. Officers/Organization: The board must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.

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J. Meetings:

1. Meetings: Meetings may be called by the chairperson or at the written request of a majority of the members.

2. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

3. Attendance:

a. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the chairperson, such absence will be grounds for the board to recommend to the city council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

4. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the city council within ten (10) working days after approval by the board, or by the next regularly scheduled city council meeting, whichever is later.

5. Quorum: The concurring vote of three (3) members of the board is necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such ordinance or to effect any variation in such ordinance.

K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the city administrative policies and budget.

L. Removal: The city council may remove any member for cause upon written charges and after a public hearing.

M. Powers: The board has the following powers, duties, and responsibilities:

1. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of Iowa Code chapter 414, as such may be amended from time to time, or any ordinance adopted pursuant thereto.

2. To hear and decide special exceptions to the terms of this code upon which such board is required to pass under such ordinance, in accordance with the general regulations of the zone in which the property is located and specific standards contained herein.

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3. To hear and decide conditional use permits under the terms of this code upon which such board is required to pass under such ordinance, in accordance with the general regulations of the zone in which the property is located and specific standards contained herein.

4. To authorize upon appeal in specific cases such variance from the terms of the ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance must be observed and substantial justice done.

In exercising the above mentioned powers such board may, in conformity with the provisions of this section, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. (Ord. 53-15, 8-17-2015; amd. Ord. 47-16, 9-19-2016; Ord. 41-24, 6-17-2024)

16-8-2: RESERVED:

(Ord. 69-15, 11-2-2015)

16-8-3: RESERVED:

(Ord. 69-15, 11-2-2015)

16-8-4: APPEAL FROM ADMINISTRATIVE OFFICIAL:

16-8-4-1: AUTHORIZATION:

Appeals may be made by any person aggrieved or any municipal officer, department, board or bureau affected by any order, requirement, decision, or determination made by an administrative official in the enforcement of this title. (Ord. 52-09, 10-19-2009)

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16-8-4-2: APPEAL PROCEDURE:

Appeals may only be filed within thirty (30) days immediately following the date of the administrative action which is the subject to the appeal. An appeal is filed by delivering to the administrative office involved and to the board a completed notice of appeal, together with the required fee. Official notice of appeal forms shall be available without cost from the city planner. The notice of appeal must, in addition to all other information required by the form, specify the particular grounds for the appeal. The officer from whom the appeal is taken shall forthwith transmit to the board all documents constituting the record upon which action appealed from was taken. (Ord. 52-09, 10-19-2009)

16-8-4-3: EFFECT OF APPEAL:

An appeal stays all proceedings in accordance with Iowa Code section 414.11. (Ord. 52-09, 10-19-2009)

16-8-5: CONDITIONAL USE PERMIT PROCEDURE:**16-8-5-1: GENERALLY:**

The zoning board of adjustment may allow as conditional uses only those uses classified as conditional uses in this title. No conditional use shall be allowed in a particular district unless such use is specifically permitted as a conditional use in the regulations for that district, except as provided in chapter 4 of this title, and the board shall not act upon any conditional use permit application unless and until the requirements for each conditional use within the specific district in which it is located have been met. (Ord. 52-09, 10-19-2009)

16-8-5-2: APPLICATION:

- A. Any person may file an application to use property for one of the conditional uses permitted in the district in which the property is located. All applications for a conditional use permit shall be made upon the official form for such applications which shall be available from the planning services department.

CHAPTER 9

ZONING ADVISORY COMMISSION APPLICATIONS AND PROCEDURES

SECTION:

- 16-9-1: Zoning Advisory Commission
- 16-9-2: General Powers
- 16-9-3: Organization, Meetings
- 16-9-4: Procedures Of Operation
- 16-9-5: Zoning Reclassification
- 16-9-5-1: Application Requirements
- 16-9-5-2: Zoning Advisory Commission Action
- 16-9-5-3: City Council Action
- 16-9-6: Text Amendment Procedure
- 16-9-6-1: Text Amendment
- 16-9-6-2: Application Requirements
- 16-9-6-3: Zoning Advisory Commission Action
- 16-9-6-4: City Council Action
- 16-9-7: Public Hearings
- 16-9-8: Notice Of Zoning Advisory Commission Hearings

16-9-1: **ZONING ADVISORY COMMISSION:**

- A. Commission Created: There is hereby created the zoning advisory commission.
- B. Purpose: The purpose of the commission is to make recommendations to the city council on applications for rezoning, subdivision plat approval, and text amendments to the zoning ordinance; to receive input from applicants, neighboring property owners, citizens, and city staff; to review applications in terms of their impact on the neighborhood, community, environment, and the city's utilities and transportation systems; and to forward to the city council the commission's recommendations with the assistance of planning services staff.
- C. Internal Organization And Rules: The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.
- D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.
- E. Membership:
 - 1. Number Of Commissioners: The commission comprises seven (7) residents of the city, appointed by the city council.

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2. Qualifications:

a. Members must be qualified by knowledge, experience, and ability to act in matters pertaining to short range planning and zoning, none of whom hold an elective position in the city.

b. Two (2) members of the zoning advisory commission must be selected by the city council to serve on the airport zoning advisory commission.

F. Oath: Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission or at the city clerk's office any time prior to the first meeting of the commission.

G. Terms: The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representative appointees to the airport zoning advisory commission must coincide with their terms on the Airport Zoning Advisory Commission.

H. Vacancies: Vacancies must be filled in the same manner as original appointments.

I. Officers/Organization: The Commissioners must choose annually a Chairperson and Vice Chairperson, each to serve a term of one year. The Chairperson must appoint a Secretary, who need not be a member of the commission. The Commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 43-15, 7-6-2015)

J. Meetings:

1. Meetings: Meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.

2. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

3. Attendance:

a. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

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4. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.
5. Quorum: Four (4) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution.
- K. Compensation: Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies budget.
- L. Removal: The City Council may remove any Commissioner for ~~good~~ cause upon written charges and after a public hearing.
- M. Powers: The commission has the following powers, duties, and responsibilities:
 1. To prepare and recommend a zoning ordinance to exercise the powers conferred by State law. Such zoning ordinance must include the boundaries of the various zoning districts; the height, number of stories, and size of buildings and other structures in each district; the percentage of ground that may be occupied; setback requirements; the size of yards, courts, and other open space; the density of population; the location and use of buildings, structures, and land for trade, industry, commercial, residential, or other purposes; and such regulations and restrictions necessary to enforce such zoning provisions. To this end the commission must prepare a preliminary zoning ordinance and hold public hearings thereon and after such hearings have been held, and submit a final zoning ordinance and its recommendations to the City Council;
 2. To recommend to the City Council, from time to time, as conditions require, amendments, supplements, changes, or modifications to the zoning ordinance but only after a public hearing;
 3. To make such surveys, studies, maps, plans, or plats of the whole or any portion of the City and of any land outside thereof, which in the opinion of the commission are consistent with the comprehensive plan and are necessary to carry out the purposes of the commission;
 4. To make recommendations to the City Council upon plans, plats, or replats of subdivisions or resubdivisions within the City which show streets, alleys, or other portions of the same intended to be dedicated for public use;
 5. To make recommendations to the Long Range Planning Advisory Commission on the preparation and maintenance of the comprehensive plan;

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6. To fulfill those duties and responsibilities assigned to a City Planning Commission in State law; and
 7. To undertake from time to time other specific short range planning projects which may be referred to it by the City Council.
- N. **Waiver From Site Design Standards:** The commission has the power to grant such waivers from the site design standards of this Code, as may be reasonable and within the general purpose and intent of the site plan review and approval provisions of this Code if the literal enforcement of one or more provisions of this Code is impracticable or will exact an undue hardship because of peculiar conditions pertaining to the land in question. The affirmative vote of at least four (4) Commissioners shall be necessary to grant a waiver. The waiver may be granted subject to such conditions as the commission may establish to ensure the general purpose and intent of the provisions of this Code are followed. At the commission meeting, the applicant and all other interested parties must be presented a reasonable opportunity to present their views. Decisions of the commission may be appealed to the Zoning Board of Adjustment in the same manner as appeals from a decision of an Administrative Officer. (Ord. 43-15, 7-6-2015; amd. Ord. 48-16, 9-19-2016; Ord. 2-19, 1-22-2019; Ord. 40-24, 6-17-2024)

16-9-2: GENERAL POWERS:

- A. The Zoning Advisory Commission shall concern itself with short range physical planning and shall have and possess the following powers, duties and responsibilities:
1. To prepare and recommend a zoning ordinance by exercising the powers conferred by State law. Such zoning ordinance shall include the boundaries of the various zoning districts; the height, number of stories and size of buildings and other structures in each district; the percentage of ground that may be occupied; setback requirements; the size of yards, courts and other open space; the density of population; the location and use of buildings, structures, and land for trade, industry, commercial, residential or other purposes; and such regulations and restrictions necessary to enforce such zoning provisions. To this end the Zoning Advisory Commission shall prepare a preliminary zoning ordinance and hold public hearings thereon and after such hearings have been held, shall submit a final zoning ordinance and its recommendations to the City Council.
 2. To recommend to the City Council, from time to time, as conditions require, amendments, supplements, changes or modifications to the zoning ordinance but only after a public hearing.

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3. To make such surveys, studies, maps, plans or plats of the whole or any portion of the City and of any land outside thereof, which in the opinion of the Zoning Advisory Commission are consistent with the comprehensive plan and are necessary to carry out the purposes of the commission.
 4. To make recommendations to the City Council upon plans, plats or replats of subdivisions or resubdivisions within the City which show streets, alleys or other portions of the same intended to be dedicated for public use.
 5. To make recommendations to the Long Range Planning Advisory Commission on the preparation and maintenance of the comprehensive plan.
 6. To fulfill those duties and responsibilities assigned to a City Planning Commission in State law.
 7. To undertake from time to time other specific short range planning projects which may be referred to it by the City Council.
- B. The City Council shall have the authority to establish or revise the priorities of the commission. (Ord. 52-09, 10-19-2009)

16-9-3: **ORGANIZATION, MEETINGS:**

- A. The Zoning Advisory Commission shall choose annually, at its first regular meeting of the fiscal year, one of its members to act as Chairperson, and another of its members to act as Vice Chairperson, to perform all of the duties of the Chairperson during the Chairperson's absence or disability. The commission shall adopt such rules and regulations governing its operation and procedure as may be deemed necessary.
- B. Meetings of the Zoning Advisory Commission shall be held the first Wednesday of the month or at the call of the Chairperson and at such other times as the commission may determine.
- C. Members of the Zoning Advisory Commission shall attend at least two-thirds ($\frac{2}{3}$) of all regularly scheduled meetings within any twelve (12) month period. If any member fails to attend such prescribed number of meetings, such failure shall constitute grounds for the commission to recommend to the City Council that said member be replaced. Attendance of all members shall be entered on the minutes.

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CHAPTER 10

**HISTORIC PRESERVATION COMMISSION APPLICATIONS
AND PROCEDURES**

SECTION:

16-10-1:	Historic Preservation Commission
16-10-2:	Definitions
16-10-3:	Identification And Designation Of Landmarks, Sites And Historic Districts
16-10-4:	Designated Landmarks, Sites And Historic Districts
16-10-5:	Demolition Of Landmarks, Landmark Sites And Structures In Historic Districts And Conservation Districts
16-10-6:	Alteration Of Landmarks, Historic Properties And Sites
16-10-7:	Standards For Design Review
16-10-8:	Conservation Districts
16-10-9:	Conservation Planning Areas
16-10-10:	Appeals From Commission Action
16-10-11:	Inspection
16-10-12:	Violations; Penalties

16-10-1: **HISTORIC PRESERVATION COMMISSION:**

- A. Commission Created: There is hereby created the historic preservation commission.
- B. Purpose: The purpose of the commission is to:
1. Promote the educational, cultural, economic, and general welfare of the public through the protection, enhancement, and perpetuation of districts, individually designated historic properties, landmarks, and landmark sites of prehistoric, historic, architectural, archaeological, and cultural significance;
 2. Safeguard the city's prehistoric, historic, aesthetic, architectural, archaeological and cultural heritage by preserving historic properties, districts, landmarks, and landmark sites of historical, architectural, and cultural significance;
 3. Stabilize and improve property values;
 4. Foster civil pride in the legacy of beauty and achievements of the past;
 5. Protect and enhance the city's attractions to tourists and visitors and the support and stimulus to business thereby provided;

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6. Strengthen the economy of the city; and
 7. Promote the use of properties, districts, landmarks, and landmark sites of prehistoric, historic, architectural, archaeological, and cultural significance as sites for the education, pleasure, and welfare of the people of the city.
- C. Internal Organization And Rules: The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.
- D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.
- E. Membership:
1. Number: The commission comprises nine (9) residents of the city, appointed by the city council.
 2. Special Qualifications:
 - a. One resident from each designated historic preservation district, including historic districts hereinafter established.
 - b. Four (4) at large members.
 - c. Each member must possess qualifications evidencing expertise or interest in architecture, history, archaeology, law, construction, building rehabilitation, city planning, or conservation in general.
 - d. One member must be a licensed architect.
 3. Compliance With Iowa Code: Membership on the commission must comply with the provisions of Iowa Code section 303.34, subsection 3, relating to establishment of a commission to deal with matters involving areas of historical significance.
- F. Oath: Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission.
- G. Terms: The term of office for a commissioner is three (3) years or until such commissioner's successor is appointed and qualified.

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- H. Vacancies: Vacancies must be filled in the same manner as original appointments. In the event that a vacancy occurs in a seat which requires that the appointee be a resident of a historic preservation district and for which there is no application from a qualified resident, the city council must appoint a tenth commissioner, which appointment is temporary, and upon appointment of a qualified resident to the vacancy, the temporary appointment terminates.
- I. Officers/Organization: The commissioners must elect from its membership a chairperson and vice chairperson, whose terms of office are fixed by bylaws adopted by the commission. The chairperson presides over the meetings of the commission and has the right to vote. The vice chairperson, in cases of absence or disability of the chairperson, may perform the duties of the chairperson. The city manager must designate a city employee to serve as secretary to the commission. The secretary must keep a record of all resolutions, proceedings, and actions of the commission.
- J. Meetings:
1. Regular Meetings: The commission must meet at least three (3) times in a calendar year to maintain certified local government status.
 2. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
 3. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
 4. Attendance:
 - a. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - b. Attendance must be entered upon the minutes of all meetings.
 5. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
 6. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution.

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- K. Compensation: Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget.
- L. Removal: The city council may remove any commissioner for cause upon written charges and after a public hearing.
- M. Powers: The commission has the following powers, duties, and responsibilities:
 - 1. To promote and conduct educational and interpretive programs on historic properties within its jurisdiction.
 - 2. To develop and adopt specific standards for review and design guidelines, in addition to those set forth in section 16-10-4 of this chapter, for the alteration of landmarks, landmark sites, individually designated historic properties and property and structures within historic districts.
 - 3. To adopt its own bylaws.
 - 4. To identify, evaluate, register, manage and protect significant prehistoric and historic archaeological sites.
 - 5. To conduct an ongoing survey to identify historically, archaeologically and architecturally significant properties, structures and areas that exemplify the cultural, social, economic, political, archaeological or architectural history of the nation, state or city.
 - 6. To research and recommend to the city council the adoption of ordinances designating areas as having historic, architectural, archaeological or cultural value or significance as historic districts.
 - 7. To research and recommend to the city council the adoption of ordinances designating properties or structures having historic, architectural, archaeological or cultural value or significance as landmarks or landmark sites.
 - 8. To research and recommend to the city council the adoption of ordinances designating properties as having historic, architectural, archaeological or cultural value or significance as individually designated historic properties.
 - 9. To research and recommend to the city council the adoption of ordinances designating areas as having historic, architectural, archaeological or cultural value as "conservation districts".
 - 10. To research and recommend to the city council the adoption of ordinances designating areas as having historic, architectural, archaeological or cultural value as "conservation planning areas".

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11. To maintain a register of all properties and structures which have been designated as landmarks, landmark sites or historic districts, including all information required for each designation.

12. To assist and encourage the nomination of landmarks, landmark sites and historic districts to the national register of historic places, and review and comment at a public hearing on any national register nomination submitted to the commission upon the request of the mayor, city council or the state historic preservation office.

13. To confer recognition upon the owners of landmarks, individually designated historic properties or of property or structures within historic districts.

14. To review in progress or completed work to determine compliance with specific certificates of appropriateness or certificates of economic nonviability.

15. To serve as an advisory design review body to the city council for review of public works projects which have historic preservation implications in historic districts, individually designated historic properties, or for alteration of landmarks, landmark sites or structures, that would result in a material change in appearance or be visible from the public way.

16. To serve as an advisory review body to the city council for the review of public planning, design, construction, and maintenance needs in conservation planning areas upon request from the city council. (Ord. 40-15, 6-1-2015; amd. Ord. 31-24, 6-17-2024)

16-10-2: **DEFINITIONS:**

For the purpose of this chapter, the following words and phrases shall have the meanings ascribed to them below:

ALTERATION:

Any act or process which changes the exterior architectural appearance or exterior feature of a structure, site or area, including, but not limited to, the erection, construction, reconstruction, restoration, removal or demolition of any structure or part thereof, excavation, or the addition of an improvement.

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ARCHAEOLOGICAL
SIGNIFICANCE:

A determination based on the following criteria:

A. The site is associated with events that have made a significant contribution to, and are identified with, or that outstandingly represent, the broad cultural patterns of U.S. history and from which an understanding and appreciation of those patterns may be gained; or

B. The site is associated importantly with the lives of persons nationally significant in U.S. history; or

C. The site represents some great idea or ideal of the American people; or

D. The site embodies the distinguishing characteristics of an architectural type or specimen exceptionally valuable for a study of a period, style or method of construction, or that repre-

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**City of Dubuque
City Council**

CONSENT ITEMS # 23.

ITEM TITLE:	Signed Contract(s)
SUMMARY:	Origin Design Co. for the Dubuque Well Fields Fiber 408 Permitting.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Dubuque Well Fields Fiber 408 Permitting

Task Order No. 24-06

Origin Design Co. (CONSULTANT)

Project No: 2400606

Pursuant to Master Services Agreement dated February 16, 2023

Task Information

Task Name: Dubuque Well Fields Fiber 408 Permitting

Task Description:

Professional Services:

The City of Dubuque Water Department is intending to run fiber optic utility to the control building for the well fields located at AY McDonald Park. The fiber optic will need to be installed across the City of Dubuque's flood control system levee. To construct fiber optic across the levee the City must obtain permission from the U.S. Army Corp of Engineers. Specifically, the City will need to submit a 408 Alteration Request.

Scope of Services

1. Perform initial research for the 408 Alteration Request as well as coordination with City of Dubuque (City) staff to obtain background on the project including as-built information available for the flood control levee.
2. Conduct a project site visit to review current conditions and collect any survey data needed to complete the 408 Alteration request.
3. Develop a plan with City of Dubuque Water Department Staff for constructing the fiber optic utility across the levee that will be submitted for Categorical Permission No. 3 used for utility installation.
4. Submit the 408 Alteration Request for Categorical Permission No. 3 on behalf of the City of Dubuque.

Schedule

Origin is ready to begin work as early as the week of November 4th, 2024, and will complete shortly thereafter.

Compensation

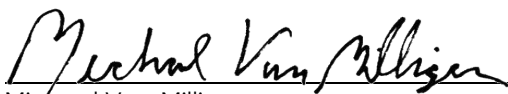
Compensation for the Scope of Services shall be a lump sum amount of Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00).

CONSULTANT: **Origin Design Co.**



Marc D. Ruden, PE
Water Resources Team Leader
November 4, 2024

CLIENT: **City of Dubuque, Iowa**



Michael Van Milligen
City Manager

11/05/2024

(Date)

**City of Dubuque
City Council**

CONSENT ITEMS # 24.

ITEM TITLE: Tobacco Permit Refund Request - United Cigar and Tobacco
SUMMARY: United Cigar and Tobacco requesting a refund of Tobacco Permit No. DBQ2025-74 located at 333 East 10th St. due to the applicant no longer operating at that location.
SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. Tobacco Permit Refund Memo
2. United Cigar and Tobacco Permit Refund Request



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

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

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Tobacco Permit Refund Request

DATE: November 13, 2024

§453A.47A(8) of the Code of Iowa details the refund process for unrevoked permits as follows:

453A.47A Retailers — permits — fees — penalties.

....

8. Refunds.

a. An unrevoked permit for which the retailer paid the full annual fee may be surrendered during the first nine months of the year to the officer issuing it, and the city or county granting the permit shall make refunds to the retailer as follows:

- (1) Three-fourths of the annual fee if the surrender is made during July, August, or September.
- (2) One-half of the annual fee if the surrender is made during October, November, or December.
- (3) One-fourth of the annual fee if the surrender is made during January, February, or March.

b. An unrevoked permit for which the retailer has paid three-fourths of a full annual fee may be surrendered during the first six months of the period covered by the payment, and the city or county shall make refunds to the retailer as follows:

- (1) A sum equal to one-half of an annual fee if the surrender is made during October, November, or December.
- (2) A sum equal to one-fourth of an annual fee if the surrender is made during January, February, or March.

c. An unrevoked permit for which the retailer has paid one-half of a full annual fee may be surrendered during the first three months of the period covered by the payment, and the city or county shall refund to the retailer a sum equal to one-fourth of an annual fee

United Cigar and Tobacco is requesting a refund of Tobacco Permit No. DBQ2025-74 located at 333 East 10th St. due to the applicant no longer operating at that location. The applicant's written request is enclosed.

Date: NOV 4, 2024

Honorable Mayor
And City Council Members
Dubuque, IA. 52001

Dear Mayor and Council Members:

I am hereby requesting a refund on the Cigarette/Tobacco/Alternative Nicotine/Vapor
Permit number DBQ 0025-74
Number

held by United Cigar + Tobacco. This license was issued on
Legal Owners Name
July 1, 2024 and expires on June 30, 20 25.
Date Year

As of 10.15.24 the business known as United Cigar + Tobacco
Date Business Name
located at 333 East 10th St. is no longer selling
Business Address

Cigarette/Tobacco/Alternative Nicotine/Vapor products that require a license. I am
respectfully requesting a refund in the amount of \$50.00.

Respectfully Submitted,

on file
Signature

Walid Ramadan
Name (Print)

Please mail the refund check to:

Walid Ramadan
Name
P.O. Box 3183
Address
Dubuque, IA
52004-3183

STATE OF IOWA

Retail

CIGARETTE / TOBACCO / NICOTINE / VAPOR PERMIT

City Number: DBQ2025-74

In accordance with laws of the state of Iowa, and the action of
the City Council of the City of Dubuque Iowa

Business Location Name: United Cigar and Tobacco

Business Location Address: 333 East 10th St.

Dubuque, IA. 52001

Ownership Type: LLC

Legal Owner Name: United Cigar and Tobacco LLC

Legal Owner Mailing Address: 605 Bluff St. Apt 1

Dubuque, IA. 52001

Type of Sales: Over the Counter

Is hereby authorized to sell:

Cigarette, Tobacco, Alternative Nicotine Products, and Vapor Products

at the business location address above In the City of Dubuque, County of Dubuque, Iowa.

This permit is nontransferable, is effective from July 1, 2024 and automatically
expires on June 30, 2025 , unless suspended or revoked.

In Testimony Whereof, I have caused the seal of the said
City to be hereunto affixed. Done at City of Dubuque,
in the State of Iowa, this 17th day of June , 2024

Issued by: Adrienne Brethelder

City Mayor or Clerk

This copy to be posted by the retailer where the sale is to be made in plain view of the public

**City of Dubuque
City Council**

CONSENT ITEMS # 25.

ITEM TITLE: Approval of Retail Alcohol Licenses

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

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo - Retail Alcohol Renewals
3. CCO Staff Memo
4. Resolution
5. Class E Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

- Big 10 Mart, 1875 JFK Rd
- Blend Business Dining, 700 Locust St
- Grand Harbor Resort & Water Park, 350 Bell St
- Happy's Place, 2323 Rockdale Rd
- Hotel Julien DBQ, 200 Main St
- Kwik Stop 300, 1215 East 16th St
- Pepper Sprout, Inc, 378 Main St
- Your Pie, 806 Wacker Dr, Ste 100

New Applications

- Swagat Indian Cuisine, 1108 Locust St.
- Roux and Lucia, 620 South Grandview Ave.

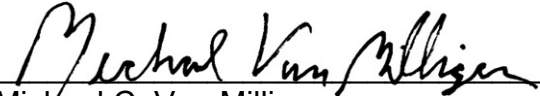
Special Events

- Wicked River - Merry Millwork Market 12-5-24 to 10-9-24, Caradco Courtyard and 10th Street, between Jackson and Washington Streets

DATE: November 14, 2024

Chief of Police Jeremy Jensen is recommending approval of the Retail Alcohol License renewals for: Big 10 Mart, 1875 JFK Rd, Blend Business Dining, 700 Locust St, Grand Harbor Resort & Water Park, 350 Bell St, Happy's Place, 2323 Rockdale Rd, Hotel Julien DBQ, 200 Main St, Kwik Stop 300, 1215 East 16th St, Pepper Sprout, Inc, 378 Main St, Your Pie, 806 Wacker Dr, Ste 100 and City Clerk Adrienne Breitfelder is recommending approval of the New Applications for Swagat Indian Cuisine, 1108 Locust St.; Roux and Lucia, 620 South Grandview Ave.; Special Events: Wicked River - Merry Millwork Market 12-5-24 to 10-9-24, Caradco Courtyard and 10th Street, between Jackson and Washington Streets.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk

MEMORANDUM

DATE: November 01st, 2024

TO: Michael C. Van Milligen
City Manager

FROM: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- Big 10 Mart, 1875 JFK Rd
- Blend Business Dining, 700 Locust St
- Grand Harbor Resort & Water Park, 350 Bell St
- Happy's Place, 2323 Rockdale Rd
- Hotel Julien DBQ, 200 Main st
- Kwik Stop 300, 1215 East 16th st
- Pepper Sprout, Inc, 378 Main st
- Your Pie, 806 Wacker Dr, ste 100

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

Big 10 Mart, 1875 JFK Rd

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Blend Business Dining, 700 Locust St

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Grand Harbor Resort & Water Park, 350 Bell St

Since the last renewal date there have been 5 calls for service to the establishment. There were 1 disturbance, 3 crimes against persons, 0 crimes against property, and 1 public morals call. Additionally, there were 2 individual violation and 0 violations against the business.

2024-000537	Harassment-Report Taken
2024-001261	Public Intox-Arrest
2024-001408	Theft-Report Taken
2024-001947	Disturbance-Arrest
2024-002296	Assault-Report Taken

Happy's Place, 2323 Rockdale Rd

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbance, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

Hotel Julien DBQ, 200 Main st

Since the last renewal date there have been 2 calls for service to the establishment. There were 0 disturbance, 0 crimes against persons, 0 crimes against property, and 2 public morals call. Additionally, there were 2 individual violation and 0 violations against the business.

2024-007526	Public Intox-Arrest
2024-007526	Public Intox-Arrest

Kwik Stop 300, 1215 East 16th st

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Pepper Sprout, Inc, 378 Main st

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Your Pie, 806 Wacker Dr, ste 100

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

RECOMMENDATION

Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: Big 10 Mart, 1875 JFK Rd, Blend Business Dining, 700 Locust St, Grand Harbor Resort & Water Park, 350 Bell St, Happy's Place, 2323 Rockdale Rd, Hotel Julien DBQ, 200 Main st, Kwik Stop 300, 1215 East 16th st, Pepper Sprout, Inc, 378 Main st, Your Pie, 806 Wacker Dr, ste 100.

ACTION REQUESTED

Action requested is for City Council consideration to approve the retail alcohol license renewals for: Big 10 Mart, 1875 JFK Rd, Blend Business Dining, 700 Locust St, Grand Harbor Resort & Water Park, 350 Bell St, Happy's Place, 2323 Rockdale Rd, Hotel Julien DBQ, 200 Main st, Kwik Stop 300, 1215 East 16th st, Pepper Sprout, Inc, 378 Main st, Your Pie, 806 Wacker Dr, ste 100

cc: Crenna Brumwell, City Attorney
Adrienne N. Breittfelder, City Clerk

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

DATE: November 5, 2024

SUBJECT: Retail Alcohol License Approvals for the following:
New Applications

- Swagat Indian Cuisine, 1108 Locust St.
- Roux and Lucia, 620 South Grandview Ave.

Special Event(s) per Special Event Application Submittal,

- Wicked River - Merry Millwork Market 12-5-24 to 10-9-24, Caradco Courtyard and 10th Street, between Jackson and Washington Streets

INTRODUCTION

The purpose of this memorandum is to recommend approval of the above noted retail alcohol license applications.

BACKGROUND

State and city codes require that a retail alcohol license be obtained to sell beer, wine, or alcoholic liquor in the city. Applications and licenses are issued by the Iowa Alcohol Beverage Division (ABD) in conjunction with cities, who are defined as the local authority in State Code Chapter 123 on alcoholic beverage control. The City Clerk's Office is the local authority for City of Dubuque retail alcohol license applications and therefore processes each application on behalf of the city. per City Code §4-2B-9, City Council action is required on all retail alcohol license applications before the application is forwarded to the Iowa ABD for further action.

DISCUSSION

The City Clerk's Office submits recommendations for approval of all new and additional privilege retail alcohol license applications. New applications include special events; however, the City Clerk's Office indicates special events separately in memos and resolutions for prompt reference. Additionally, per City Code §4-2B-9, the City Clerk's Office is authorized to issue provisional approval for new and renewal applications for liquor, beer, and wine licenses and permits prior to regularly scheduled City Council meetings when the applicants have met all of the application and inspection provisions of the city and state codes. The City Clerk's Office issues provisional approval to applicants when approval is deemed necessary prior to a regularly scheduled City Council meeting. All provisional approvals are placed on the next regularly scheduled City Council Agenda for review and either approval or revocation by the City Council. The above noted applications have fulfilled all pertinent application and inspection provisions set forth in city and state codes.

The Dubuque Police Department submits recommendations for retail alcohol license renewal applications and details 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

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications	
Swagat Indian Cuisine	1108 Locust St.
Roux and Lucia	620 South Grandview Ave.
Renewals	
Big 10 Mart 10	1875 John F. Kennedy Rd.
Blend Business Dining	700 Locust St.
Grand Harbor Resort & Water Park	350 Bell St.
Happy's Place	2323 Rockdale Rd.
Hotel Julien Dubuque	200 Main St.
Kwik Stop 300	1215 East 16th St.
Pepper Sprout, Inc.	378 Main St.
Your Pie	806 Wacker Dr Suite 100
Special Event(s) per Special Event Application Submittal,	
Wicked River - Merry Millwork Market 12-5-24 to 10-9-24	Caradco Courtyard and 10th St., between Jackson and Washington Sts.

Passed, approved, and adopted this 18th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

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

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Class "E" Retail Alcohol Licenses Automatically Renewed

DATE: November 5, 2024

§123.35 of the Code of Iowa details the renewal process for Class "E" Retail Alcohol Licenses as follows:

123.35 Expiration of licenses, permits, and certificates of compliance – automatic renewals.

....

2. Notwithstanding section 123.31 and any other provision of this chapter to the contrary, a class "E" retail alcohol license shall automatically renew without the endorsement of a local authority or approval by the administrator upon collection of the annual fee by the division, provided all of the following conditions are met since the preceding license was issued:

- a. The licensee has given written consent to the division to have the license automatically renewed as provided in this section.
- b. The license has not been suspended or revoked.
- c. A civil penalty has not been imposed against the licensee.
- d. An administrative proceeding is not pending against the licensee to suspend or revoke the license or to impose a civil penalty under this chapter.
- e. The licensee has not submitted payment for alcoholic liquor to the division that was subsequently dishonored.
- f. The licensee and all persons associated with the licensee as described in section 123.3, subsection 40, paragraph "e", have not been convicted of a violation of this chapter.
- g. The licensed premises constitutes a safe and proper place or building and conforms with all applicable federal, state, and local laws, orders, ordinances, rules, resolutions, and health and fire regulations.
- h. A local authority has not notified the division, in a manner established by the division and made available to local authorities, that automatic renewal should not

occur and that further review of the licensee by the division and the applicable local authority is warranted.

The following Class “E” Retail Alcohol applicants fulfilled the criteria established in §123.35 for their license to automatically renew on the date specified below without the endorsement of the local authority.

Name of Business DBA	Premise Address	Effective Date
Kwik Stop 848	3201 Central Ave.	11/30/2024
Target Store T-0086	3500 Dodge St.	12/1/2024

Prepared by: Trish Gleason, Assistant City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Resolution Setting Public Hearing on a Proposed Development Agreement with Miller Companies, LLC
SUMMARY:	City Manager recommending City Council approval of a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and between the City of Dubuque, Iowa and Miller Companies, LLC for the redevelopment of 744 Main Street. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Miller Companies, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for December 2, 2024
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Notice of Hearing 5. Resolution Setting Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting Public Hearing on a Proposed Development Agreement with Miller Companies, LLC

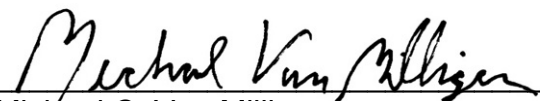
DATE: November 14, 2024

Economic Development Director Jill Connors is recommending City Council approval of a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and between the City of Dubuque, Iowa and Miller Companies, LLC for the redevelopment of 744 Main Street.

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of approximately \$350,000 dollars to create two new two-bedroom residential rental units.
2. City to award a Downtown Rehabilitation Grant in an amount not to exceed \$25,000, for costs associated with design & architectural fees, and financial consulting fees.
3. City to award a Downtown Housing Creation Grant in an amount not to exceed \$20,000 (\$10,000 per unit up to 2 units).
4. City to award a 15-year of tax increment financing incentive in the form of semi-annual rebates. The tax increment financing incentive is estimated to not exceed \$160,000

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: Resolution Setting Public Hearing on a Proposed Development Agreement with Miller Companies, LLC

DATE: November 12, 2024

INTRODUCTION

This memorandum presents for your review and approval a resolution setting a public hearing for a proposed Development Agreement by and between the City of Dubuque, Iowa and Miller Companies, LLC for the redevelopment of 744 Main Street.

BACKGROUND

Miller Companies, LLC previously applied for a housing creation grant, a façade grant, a planning & design grant, and a financial consultant grant. Staff began working with the Developer before the project commenced to finalize a development agreement. However, due to a disagreement over the window materials, a timing issue for moving commercial tenants during construction, and uncertainty whether the housing units would be rentals or condo sales, a formal agreement was never finalized.

DISCUSSION

Both housing units at 744 Main Street are now completed and occupied. However, the units are now rental residential, which would in fact make them eligible for our grant program. Additionally, staff determined that while project would not be eligible for reimbursement of façade related costs, it would be eligible for reimbursement of planning & design costs and financial consultant costs.

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of approximately \$350,000 dollars to create two new two-bedroom residential rental units.

2. City to award a Downtown Rehabilitation Grant in an amount not to exceed \$25,000, for costs associated with design & architectural fees, and financial consulting fees.
3. City to award a Downtown Housing Creation Grant in an amount not to exceed \$20,000 (\$10,000 per unit up to 2 units).
4. City to award a 15-year of tax increment financing incentive in the form of semi-annual rebates. The tax increment financing incentive is estimated to not exceed \$160,000

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

I recommend City Council adopt the attached resolution setting a public hearing for December 2, 2024 on the proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF).

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
MILLER COMPANIES, LLC**

This Development Agreement (Agreement) dated for reference purposes the _____ day of _____, 2024 is made and entered into by and between the City of Dubuque, Iowa (City), and Miller Companies, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 744 Main Street, Dubuque, Iowa and legally described as follows (the Property):

The North 26 ½ feet of Lot 26, and all of Lot 27A, in the City of Dubuque, Iowa according to the United States Commissioners' Map thereof.

; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the redevelopment of a building (the Building) located on the Property (the Project) and will be operating the same during the term of this Agreement; and

WHEREAS, the Building is historically significant and it is in the City's best interest to preserve the Building; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on September 3, 2024, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of

the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of closing confirming the representations contained herein, in the form attached hereto as Exhibit A.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City, or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.
- (6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there

are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal Plan, most recently approved by City Council of City on September 3, 2024, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) Developer is a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at the time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction,

evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Public Hearing.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 17th day of December, 2024, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 31st day of December, 2024. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as City in its reasonable judgment City requires.

(5) Developer's counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit B.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Three Hundred Fifty Thousand Dollars (\$350,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating two (2) new residential market rate units and rehabilitating the façade including doors and windows.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to

the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be substantially completed by December 31, 2025. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit I and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032

November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessed value on January 1, 2024 (\$208,500). The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2024 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2025 its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2025, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City certifies in December, 2025, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2027, and May 1, 2028.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Miller

Companies TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Minimum Improvements and allocated to the Miller Companies TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Miller Companies TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) (the Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar (\$10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of three apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

3.6 Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant not to exceed Twenty-Five Thousand Dollars (\$25,000) to reimburse Developer for documented costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and

other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(2) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit G.

3.7 Payment of the Grants. The Grants shall be payable as follows:

- (1) Any and all portions of the Grant shall be funded solely and only from available Program funds; and
- (2) Prior to the release of any grant funds, (i) Developer shall have submitted documentation of its eligible expenses under the corresponding eligible activity; and
- (3) City shall have issued a Certificate of Completion; and
- (4) The Grant funds shall be disbursed directly to Developer.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that

future fiscal year, then City shall have no further obligation to Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the

termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-term rentals in each lease agreement for each residential rental unit of the Development Property during the term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

5.3 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum

Improvements) replacement value when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the Building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the Building (including the Minimum Improvements), listing City as lender loss payable. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement 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.

(4) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars (\$50,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.5), this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party. Thereafter, with the prior written consent of City, which shall not be unreasonably withheld, Developer shall have the right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, that they, and their respective successors and assigns, shall:

- (1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the

extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.

(2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.

(4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to

Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with the funding of the Downtown Rehab Loan/Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;
- (4) City may withhold the Certificate of Completion; or
- (5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the

provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Chris Miller
Miller Companies, LLC
1204 Timber Hyrst Court
Dubuque, Iowa 52003

With copy to: Drake Law Firm, P.C.
D. Flint Drake
300 Main Street, STE 323
Dubuque, IA 52001

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney

City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2042 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the

office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

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

MILLER COMPANIES, LLC

By _____
Brad M. Cavanagh, Mayor

By  _____
Chris Miller, Member

Attest:

Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A	City Attorney's Certificate
EXHIBIT B	Opinion of Developer's Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Downtown Housing Incentive Program
EXHIBIT G	Planning and Design Grant Program, Façade Grant Program, and Financial Consultant Grant Program
EXHIBIT I	Certificate of Completion

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Miller Companies, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for Miller Companies, LLC in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a limited liability company organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. To our actual knowledge with no duty to inquire, the execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To our actual knowledge with no duty to inquire, there are no actions, suits or

proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

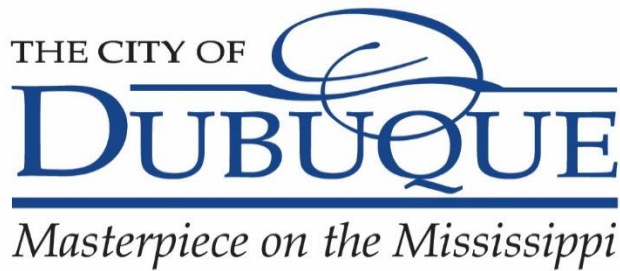
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT C

CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Miller Companies, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or

constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT D

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, and Miller Companies, LLC was made regarding the following described premises:

The North 26 ½ feet of Lot 26, and all of Lot 27A, in the City of Dubuque, Iowa according to the United States Commissioners' Map thereof.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than \$10,000 in assistance will be considered per residential unit.
- In general, no more than \$750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- No residential units will be allowed to have a restriction of less than 80% of the median income.
- No more than 65% of the units of any project can have a restriction of 80% of the median income.
- A project that is funded by Low Income Tax Credits (LITC) is not eligible.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

DOWNTOWN REHABILITATION GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars (\$35,000).

**Eligible Activities
and Assistance:**

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the “Grantor”), has granted incentives to Miller Companies, LLC (the “Grantee”), in accordance with a Development Agreement dated as of [Date] (the “Agreement”), by and among the Grantor, and the Grantee (collectively, the “Agreement”), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

The North 26 ½ feet of Lot 26, and all of Lot 27A, in the City of Dubuque, Iowa according to the United States Commissioners’ Map thereof.

(the “Development Property”); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of

the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 2nd day of December, 2024, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa and Miller Companies, LLC, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District, consisting of the funding of economic development grants for Miller Companies, LLC, under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time but is not expected to exceed \$160,000.

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 18th day of November 2024.

Adrienne N. Breitfelder, CMC, City Clerk

RESOLUTION NO. ____-24

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND MILLER COMPANIES, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEROF

Whereas, City and Miller Companies, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of property located at 744 Main Street; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Miller Companies, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 2nd day of December, 2024 at 6:30 p.m. The official agenda will be posted on Friday, November 29, 2024 and will contain listening, viewing, and public input options. The City Council agenda may be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Miller Companies, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Miller Companies, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$160,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 18th day of November, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Resolution Setting Public Hearing on a Proposed Development Agreement with Limestone Legacy, LLC
SUMMARY:	City Manager recommending City Council approval of a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and between the City of Dubuque, Iowa and Limestone Legacy, LLC for the redevelopment of 1602 Central Avenue. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Limestone Legacy, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for December 2, 2024
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Notice of Hearing 5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting Public Hearing on a Proposed Development Agreement with Limestone Legacy, LLC

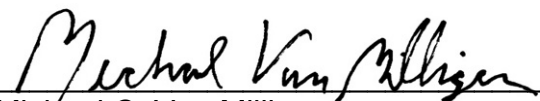
DATE: November 14, 2024

Economic Development Director Jill Connors is recommending City Council approval of a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and between the City of Dubuque, Iowa and Limestone Legacy, LLC for the redevelopment of 1602 Central Avenue.

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of approximately \$2 million dollars to create three new two-bedroom residential rental units and 2,500 square feet of commercial space.
2. City to award a Downtown Rehabilitation Grant in an amount not to exceed \$35,000, for costs associated with the restoration of the building's façade.
3. City to award a Downtown Housing Creation Grant in an amount not to exceed \$30,000 (\$10,000 per unit up to 3 units).
4. City to award a 15-year of tax increment financing incentive in the form of semi-annual rebates. The tax increment financing incentive is estimated to not exceed \$150,000.

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: Resolution Setting Public Hearing on a Proposed Development Agreement with Limestone Legacy, LLC

DATE: November 12, 2024

INTRODUCTION

This memorandum presents for your review and approval a resolution setting a public hearing for a proposed Development Agreement by and between the City of Dubuque, Iowa and Limestone Legacy, LLC for the redevelopment of 1602 Central Avenue.

BACKGROUND

Limestone Legacy, LLC, managed by local developer Josh Jansen, submitted an application for housing creation incentives and the rehabilitation of the façade of 1602 Central Avenue. The property has been in decline for many years due to the increasing cost of improvements needed to stabilize and rehabilitate the structure. Jansen recently completed the successful rehabilitation of 1047 Bluff street creating four new residential rental units in addition to undertaking a historic restoration of the building façade.

DISCUSSION

Developer is proposing to create three new two-bedroom residential rental units on the second floor, rehabilitate 2,500 square feet of commercial space on the first floor and restore the integrity of the building's façade. Including acquisition, the project will be approximately \$2 million dollars. The project will not be utilizing historic tax credits, but plans for the exterior have been reviewed by Planning Services.

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of approximately \$2 million dollars to create three new two-bedroom residential rental units and 2,500 square feet of commercial space.
2. City to award a Downtown Rehabilitation Grant in an amount not to exceed \$35,000, for costs associated with the restoration of the building's façade.
3. City to award a Downtown Housing Creation Grant in an amount not to exceed \$30,000 (\$10,000 per unit up to 3 units).
4. City to award a 15-year of tax increment financing incentive in the form of semi-annual rebates. The tax increment financing incentive is estimated to not exceed \$150,000.

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

I recommend City Council adopt the attached resolution setting a public hearing for December 2, 2024 on the proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF).

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
LIMESTONE LEGACY LLC**

This Development Agreement (Agreement) dated for reference purposes the _____ day of _____, 2024 is made and entered into by and between the City of Dubuque, Iowa (City), and Limestone Legacy LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 1602 Central Avenue, Dubuque, Iowa and legally described as follows (the Property):

The South Half of the South one-fifth of Out Lot 441, in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the redevelopment of a building (the Building) located on the Property (the Project) and will be operating the same during the term of this Agreement; and

WHEREAS, the Building is historically significant and it is in the City's best interest to preserve the Building; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on September 3, 2024, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of closing confirming the representations contained herein, in the form attached hereto as Exhibit A.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City, or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.
- (6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen,

modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal Plan, most recently approved by City Council of City on September 3, 2024, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) Developer is a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at the time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the

articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Public Hearing.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 17th day of December, 2024, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 31st day of December, 2024. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as City in its reasonable judgment City requires.

(5) Developer's counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit B.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Two Million Dollars (\$2,000,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating three (3) new residential market rate units and rehabilitating the façade including doors and windows.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to

the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall begin by November 1, 2024, and shall be substantially completed by December 31, 2025. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit I and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032

November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessed value on January 1, 2024 (\$41,900). The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2024 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2025 its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2025, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City certifies in December, 2025, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2027, and May 1, 2028.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Limestone

Legacy TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Minimum Improvements and allocated to the Limestone Legacy TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Limestone Legacy TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) (the Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar (\$10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of three apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

3.6 Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documented costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and

other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G, and on the terms and conditions set forth in the Design Letter attached as Exhibit H.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G, and on the terms and conditions set forth in the Design Letter attached as Exhibit H.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit G.

3.7 Payment of the Grants. The Grants shall be payable as follows:

- (1) Any and all portions of the Grant shall be funded solely and only from available Program funds; and
- (2) Prior to the release of any grant funds, (i) Developer shall have submitted documentation of its eligible expenses under the corresponding eligible activity; and
- (3) City shall have issued a Certificate of Completion; and
- (4) The Grant funds shall be disbursed directly to Developer.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The

right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support

derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-terms rentals in each lease agreement for each residential rental unit of the Development Property during the term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

5.3 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement value when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the Building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the Building (including the Minimum Improvements), listing City as lender loss payable. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement 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.

(4) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars (\$50,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.5), this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party. Thereafter, with the prior written consent of City, which shall not be unreasonably withheld, Developer shall have the right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.

(2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.

- (4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with the funding of the Downtown Rehab Loan/Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;
- (4) City may withhold the Certificate of Completion; or
- (5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Josh Jansen
Limestone Legacy LLC
11368 Rock Grove Court
Dubuque, Iowa 52001

With copy to: Drake Law Firm, P.C.
Samuel M. DeGree
300 Main Street, STE 323
Dubuque, IA 52001

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2042 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

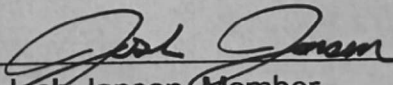
7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

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

LIMESTONE LEGACY LLC

By _____
Brad M. Cavanagh, Mayor

By  _____
Josh Jansen, Member

Attest:

Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A	City Attorney's Certificate
EXHIBIT B	Opinion of Developer's Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Downtown Housing Incentive Program
EXHIBIT G	Planning and Design Grant Program, Façade Grant Program, and Financial Consultant Grant Program
EXHIBIT H	Design Letter
EXHIBIT I	Certificate of Completion

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Limestone Legacy LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for Limestone Legacy LLC, in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a limited liability company organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. To our actual knowledge with no duty to inquire, the execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To our actual knowledge with no duty to inquire, there are no actions, suits or

proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT C
CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Limestone Legacy LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or

constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT D

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and Limestone Legacy LLC was made regarding the following described premises:

The South Half of the South one-fifth of Out Lot 441, in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM



Economic Development Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than \$10,000 in assistance will be considered per residential unit.
- In general, no more than \$750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- Units smaller than 650 square feet will not be eligible for this project.
- No residential units will be allowed to have a restriction of less than 80% of the median income.
- No more than 65% of the units of any project can have a restriction of 80% of the median income.
- A project that is funded by Low Income Tax Credits (LITC) is not eligible.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

DOWNTOWN REHABILITATION GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars (\$35,000).

**Eligible Activities
and Assistance:**

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H

DESIGN LETTER

MEMORANDUM

TO: Jill Connors, Economic Development Director

FROM: Chris Happ Olson, Assistant Planner *CHO*

SUBJECT: Façade Grant : 1602 Central Ave.; Applicant Josh Jansen

DATE: October 16, 2024

Introduction

This memorandum forwards the requested design review for work funded with a Façade Grant for the property located at 1602 Central Avenue.

Background

The City of Dubuque Architectural Guidelines, the Secretary of the Interior Standards for Rehabilitation and applicable Technical Preservation Services Preservation Briefs published by the National Park Service (NPS) apply to this project. The collection can be found at the NPS website.

Discussion

The scope of work depicted and described in the drawings, application, and subsequent answers to questions during review meet the Architectural Guidelines and the project is recommended for approval as submitted and conditioned.

See attached plans for the site. Items discussed while onsite include:

- New storefront window system, approved to be replaced in a moderate to dark color aluminum clad as presented
- New windows for residential areas and 16th Street first floor, approved to be replaced in a moderate to dark color aluminum clad as presented
- Removal of one chimney that rises from the roof (not running down the brick façade) as requested
- Reconstruction of missing brick details as described at cornice and details at storefront
- Reuse of at least 6 of 7 brackets for the 16th Street façade egress system (do not need to be structural)
- Any masonry work follow the recommendations in NPS Preservation Brief #2

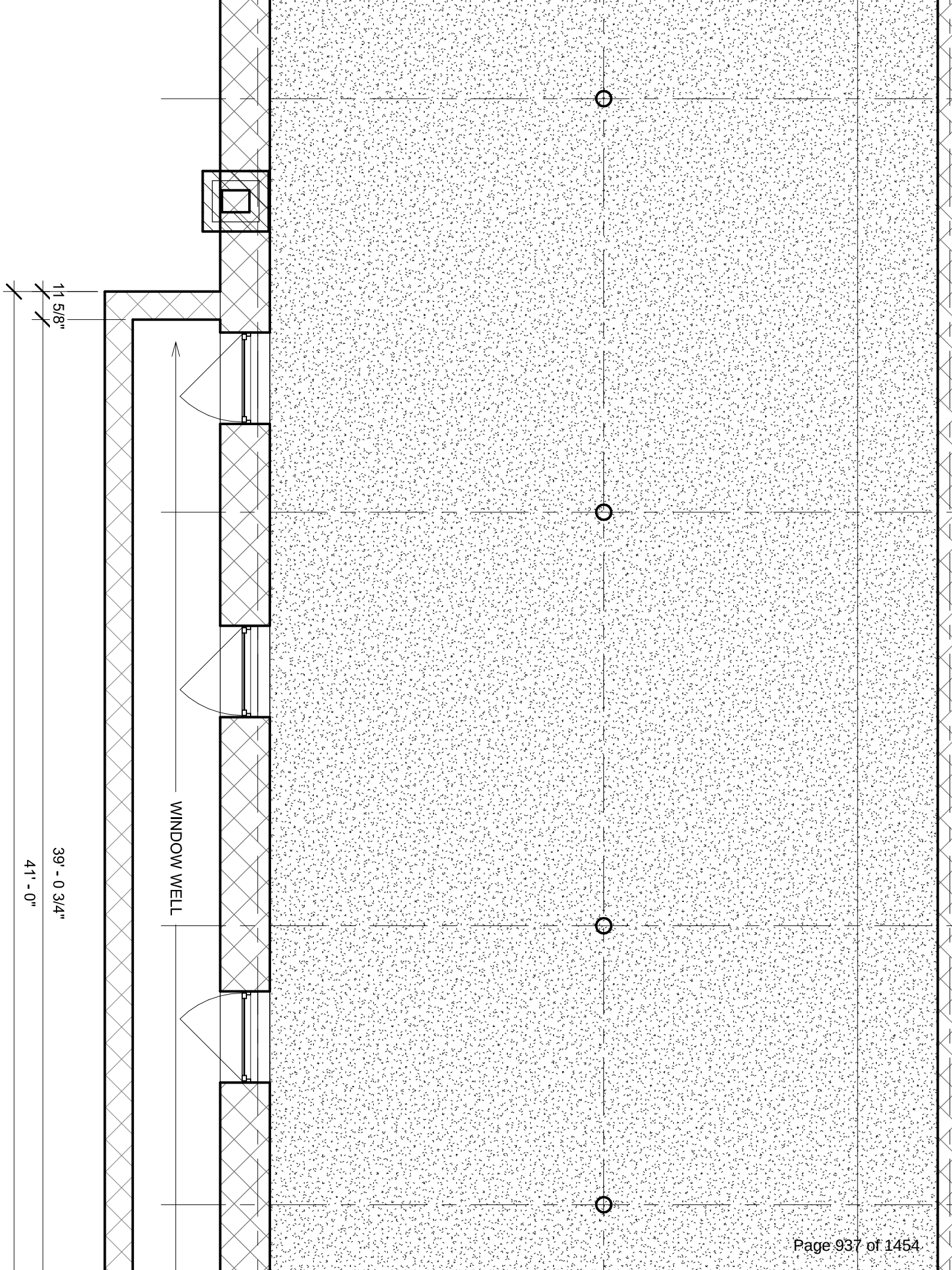
It is exciting to see this project's plan to contribute to the Central Avenue Corridor. Please note that all work completed must have relevant permitting and permission, working with the Inspection and Construction Services Division (formerly Building Department) and Engineering Department as necessary.

Requirements

The project, if done in accordance with the described scope of work and drawings will meet the applicable guidelines and standards and is recommended for approval in terms of design review. Any deviation from the approved scope of work must be reviewed and approved by the Economic Development and Planning Services Departments prior to initiation. **It is the property owner's responsibility to read and understand the terms of approval as well as ensure compliance with the project requirements. It is the property owner's responsibility to obtain the necessary building permits prior to starting work. It is the property owner's responsibility to ensure all contractors understand and properly execute all expectation of the project. Failure to comply with the approved scope of work will result in forfeiture of all funding.**

ENCLOSURES: Application
 Approved drawings
 Drawings Q&A

CC: Mike Belmont, Building Official
 Jeff Zasada, Inspector



11 5/8"

WINDOW WELL

39' - 0 3/4"

41' - 0"

LARGE FORMAL FINISH

CONCRETE COUNTERTOP ISLAND &
WORK AREA FOR BINDING BLUEPRINTS

FUTURE
WORKSTATION

FUTURE
WORKSTATION

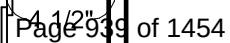
FUTURE
WORKSTATION

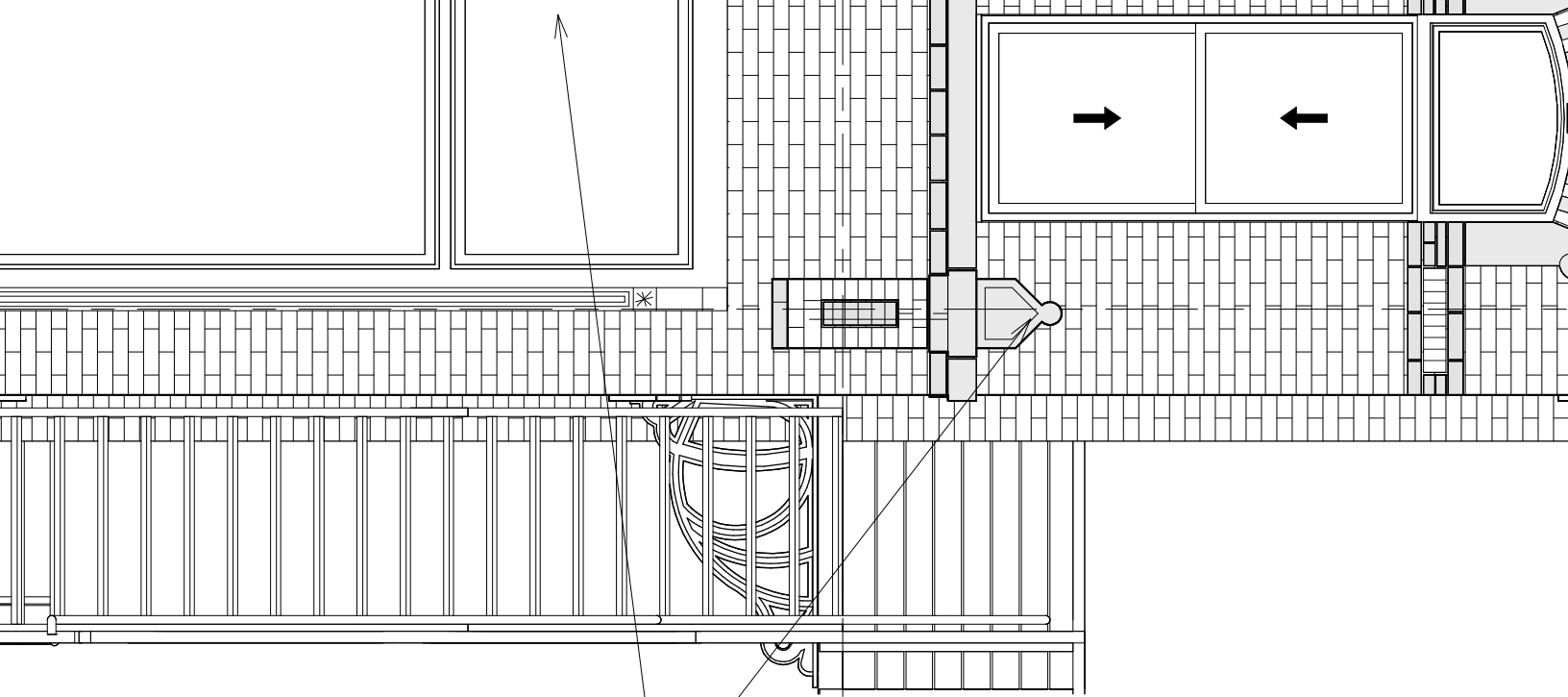
FUTURE
WORKSTATION

FUTURE
WORKSTATION

3' - 0 3/8"

W 16th ST.

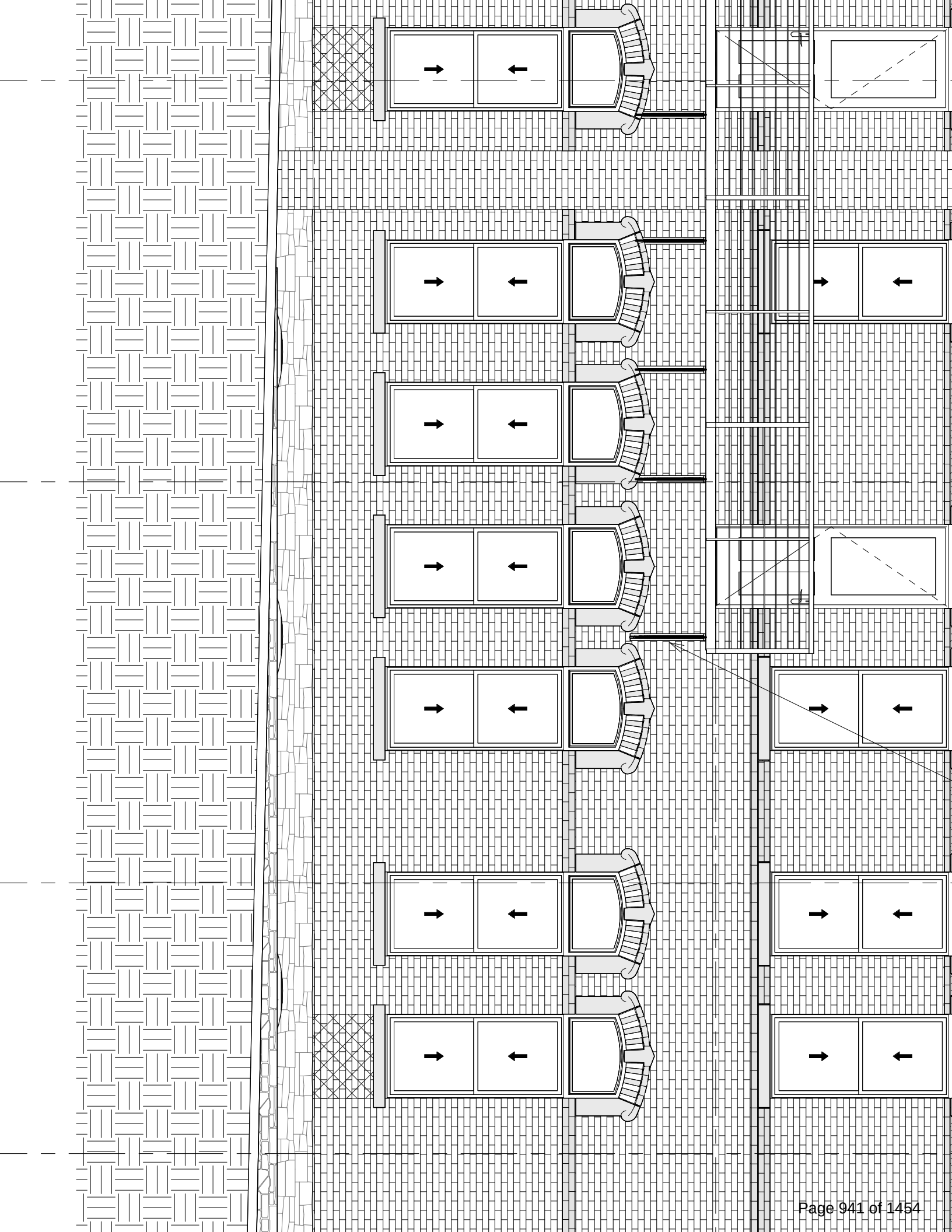


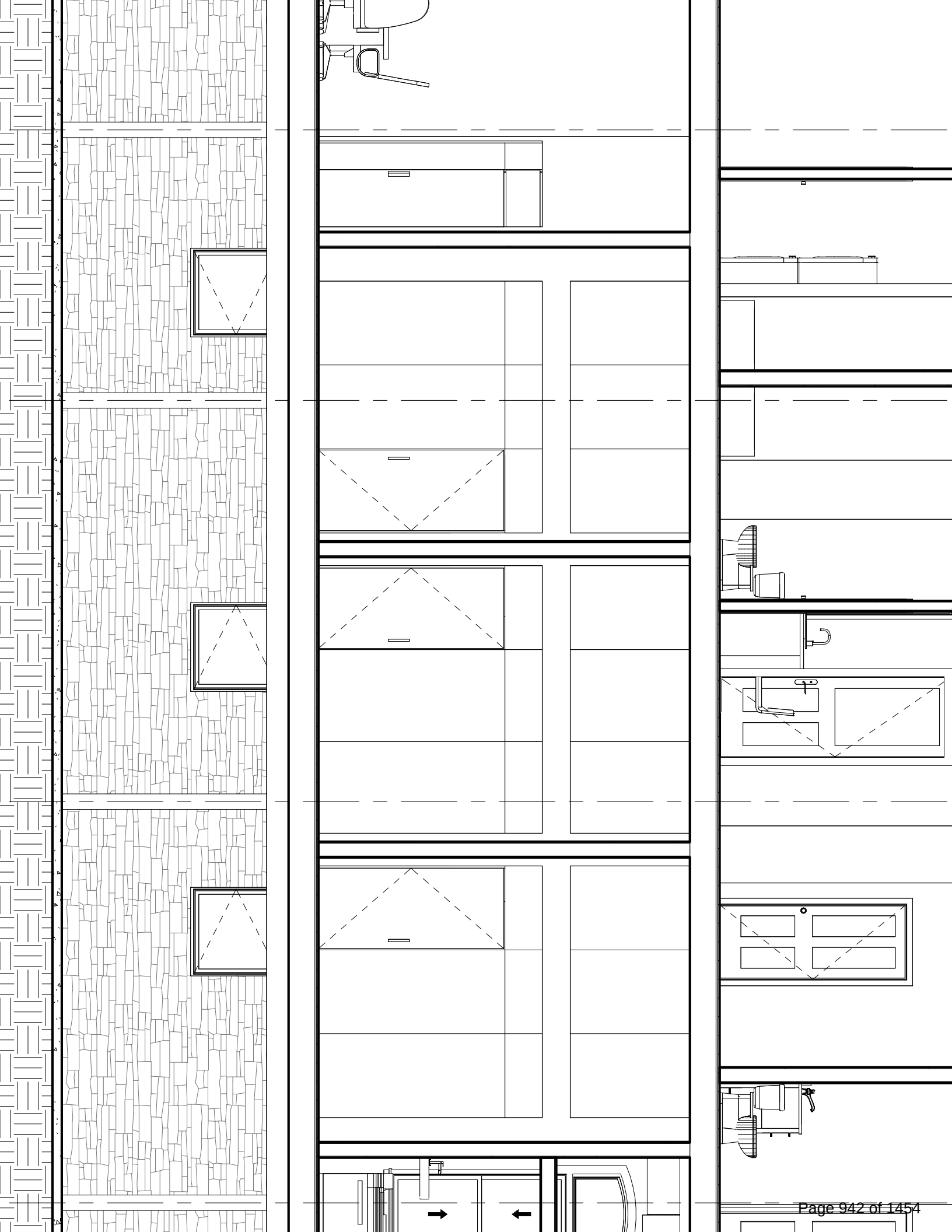


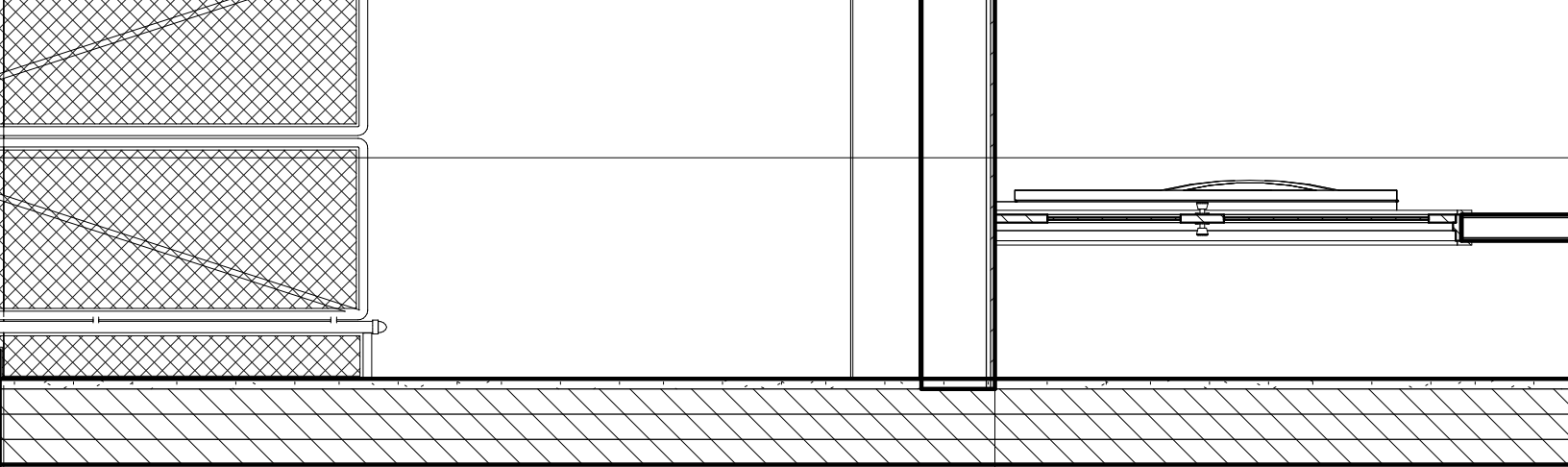
REPLICATE HISTORIC MASONRY DETAIL USING CAST
STONE. COLOR TO MATCH EXISTING ACCENTS.

NEW STOREFRONT WALL & GLASS SYSTEM.

2nd FLOOR
14' - 4"

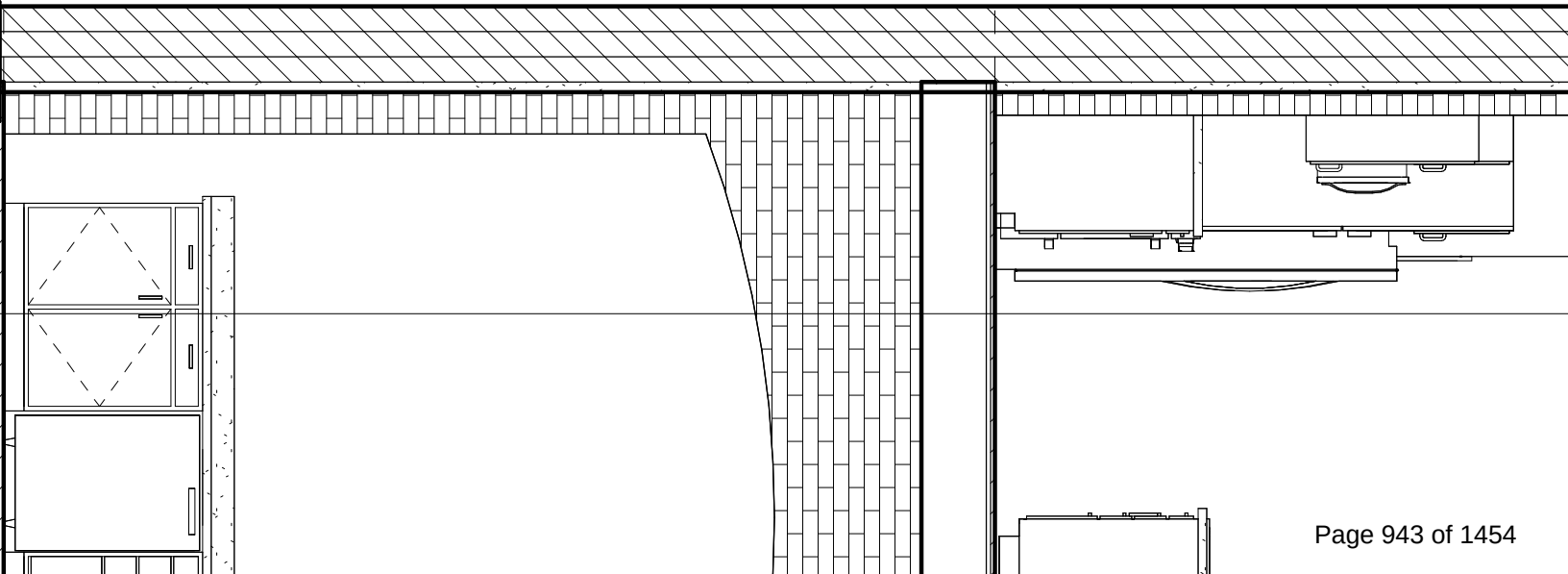


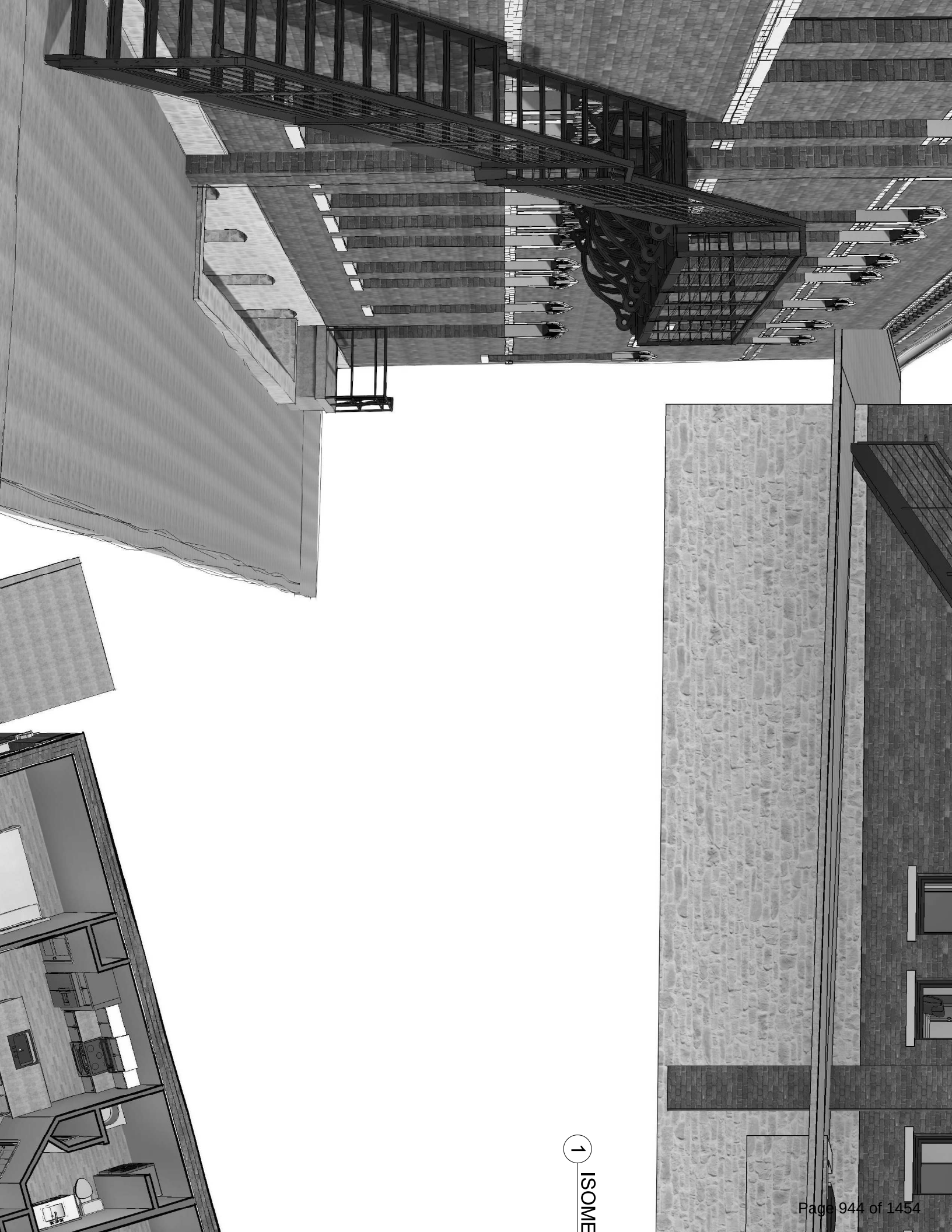




1st FLOOR

2nd FLOOR
14' - 4"





1 ISOME



Christine Happ Olson

From: Josh Jansen <joshj@rrs-dbq.com>
Sent: Thursday, October 3, 2024 8:39 AM
To: Ian Hatch; Jill Connors
Cc: Christine Happ Olson
Subject: Re: 1602 Central
Attachments: 1602_Central_10012024.pdf; 18.jpg

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

[Allow sender](#) | [Block sender](#) | [Report](#)

Hi Ian,

See below for my responses in red. An updated drawing is attached with additional notes. We are hoping to secure financing on this project in the next month and start construction in November. Let me know if you need anything else to process this application. No work will be completed to the exterior without design approval.

Thanks!

Josh Jansen

Chief Executive Officer

563.513.7087

joshj@rrs-dbq.com



Restoration and Renovation Services, LLC

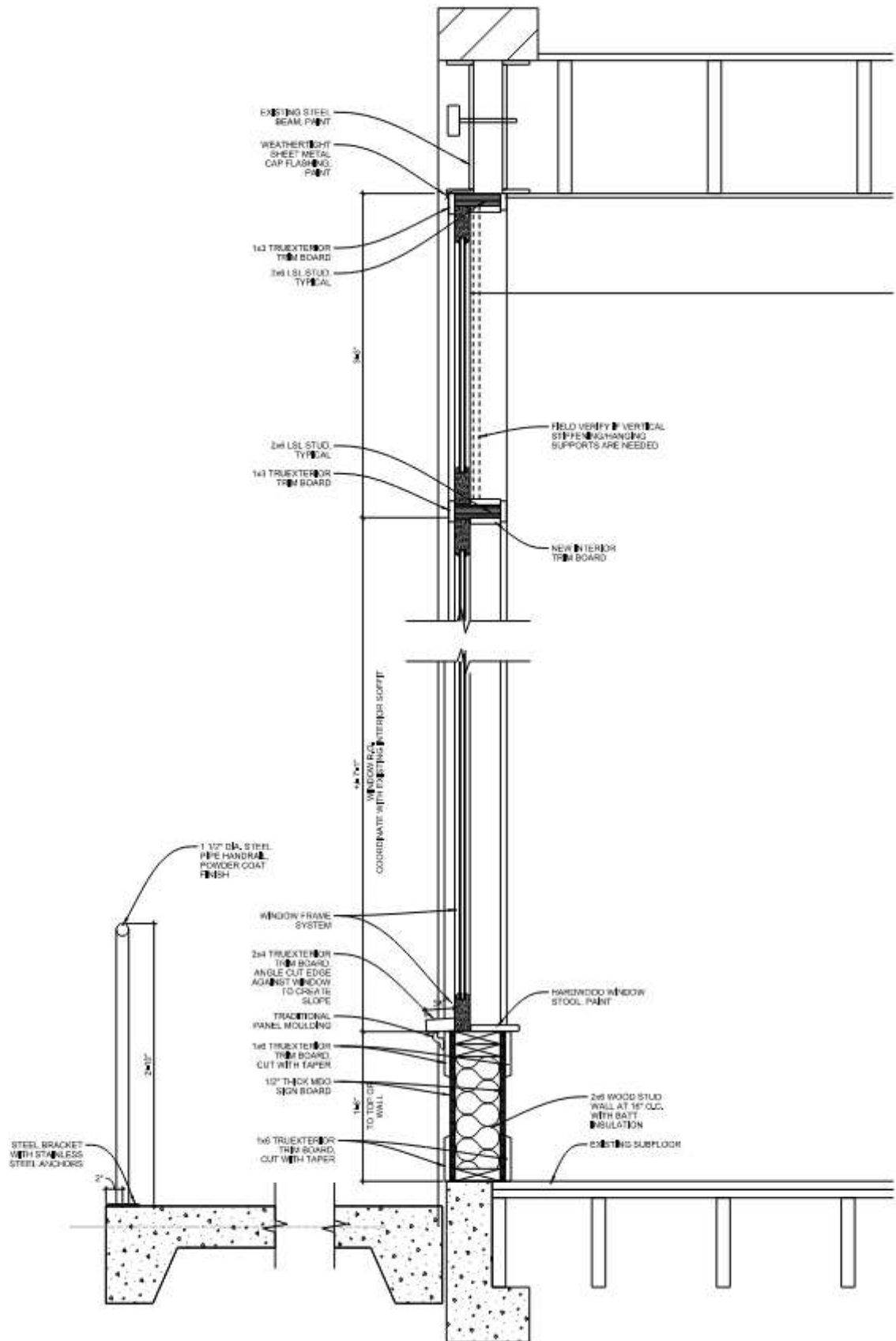
From: Ian Hatch <lhatch@cityofdubuque.org>
Sent: Tuesday, August 13, 2024 9:22 AM
To: Josh Jansen <joshj@rrs-dbq.com>; Jill Connors <jilconno@cityofdubuque.org>
Subject: RE: Iowa Street Lofts

Hi Josh,

S few questions/comments on the façade design for 1602 Central. They are attached as notes in the pdf but I am also listing them out here:

1. What is the plan for the upper cornice and how will you treat the parapet?
 - a. The plan is to rebuild the cornice, matching the existing profile. I attached a picture showing that profile for your reference.
2. What are the plans for the commercial storefront elements?
 - a. We would like to install a lower maintenance system. An Aluminum storefront would look good. If that isn't acceptable, then we will be rebuilding a new window frame system similar to the

following.



3. Refurbish and maintain the 7 existing brackets/ corbels for support of the new stair system. They needn't be structural, but they are a character defining feature. Right now 7 are under the platform, but you could put 4 under the platform and three up the stairs, if needed or desired.
 - a. Of the 7 existing brackets, 1 of them is broken. We intend on using 6 of them for sure. May still find a use for the 7th bracket.
4. What is the plan for the second chimney? Are you asking for removal?
 - a. Asking for removal. Chimneys are always one of the earliest points of failure. We would like to deconstruct it so it doesn't interfere with the new roof system.
5. What are the colors and materials for the storefront and residential/smaller windows? What is the treatment on the side door? Does it have side lights or columns?
 - a. Colors are to be determined. Let me know what your thoughts are and recommendations. I will share them with the other owners. For the residential windows, install new glass in the transom windows. Then install double-hung, aluminum clad, pocket windows. The aluminum clad windows are cheaper than the wood windows and require less maintenance. This is already a difficult project based off of the Proforma and projected rents, even with the assumption we will receive the local incentives.
6. You are not using historic tax credits, correct?
 - a. We are not using historic tax credits. This is due to timing as well as the buildout of the 2nd floor residential spaces. I have sent these drawings to Duane for comment

Best,



Ian Hatch
Assistant Economic Development Director
O: 563.589.4105 | C: 563.581.5628
City Hall Annex | 1300 Main St., Dubuque, IA, 52001
i t w h y o

From: Josh Jansen <joshj@rrs-dbq.com>

Sent: Thursday, August 1, 2024 5:31 PM

To: Ian Hatch <lhatch@cityofdubuque.org>; Jill Connors <Jilconno@cityofdubuque.org>

Subject: RE: Iowa Street Lofts

Hi Ian and Jill,

Wanted to follow up with you on Limestone Legacy application for 1602 Central. Let me know if you need anything else.

Thank you,

Josh Jansen

Chief Executive Officer

563.513.7087

joshj@rrs-dbq.com



Restoration and Renovation Services, LLC

From: Josh Jansen
Sent: Monday, July 29, 2024 10:12 PM
To: Ian Hatch <Ihatch@cityofdubuque.org>; Jill Connors <Jilconno@cityofdubuque.org>
Subject: RE: Iowa Street Lofts

Hi Ian,

That sounds good, I will hold off on the application for Iowa Street Lofts.

Some exciting news, we are going to be pulling permits and starting on 1602 Central Ave in a couple of months. Please see attached for our application and drawing set. The drawings will be developed further but wanted to get it in front of you. The layouts, floorplans, etc. are all completed.

Let me know if you need anything else for this project. Thanks!

Josh Jansen

Chief Executive Officer

563.513.7087

joshj@rrs-dbq.com



Restoration and Renovation Services, LLC

From: Ian Hatch <Ihatch@cityofdubuque.org>
Sent: Monday, July 29, 2024 9:16 AM
To: Josh Jansen <joshj@rrs-dbq.com>; Jill Connors <Jilconno@cityofdubuque.org>
Subject: RE: Iowa Street Lofts

Hi Josh,

I would recommend waiting to submit an updated application until you have your part 2 approval from SHPO. That way we have the most up-to-date information heading into a potential development agreement.

Best,



Ian Hatch
Assistant Economic Development Director
O: 563.589.4105 | C: 563.581.5628
City Hall Annex | 1300 Main St., Dubuque, IA, 52001
📞📧📧📧📧

From: Josh Jansen <joshj@rrs-dbq.com>

Sent: Friday, July 26, 2024 10:41 PM

To: Ian Hatch <lhatch@cityofdubuque.org>; Jill Connors <jilconno@cityofdubuque.org>

Subject: RE: Iowa Street Lofts

Hi Ian,

We will be submitting a new application for Iowa Street Lofts. This project isn't scheduled to start until March 2025. We also will not be able to finalize financing until we have our Part 2 approval from SHPO (Will be this winter). Do we need to wait to submit this application, or can it be submitted now?

Thank you,

Josh Jansen

Chief Executive Officer

563.513.7087

joshj@rrs-dbq.com



Restoration and Renovation Services, LLC

From: Ian Hatch <lhatch@cityofdubuque.org>

Sent: Tuesday, July 2, 2024 8:52 AM

To: Josh Jansen <joshj@rrs-dbq.com>; Jill Connors <jilconno@cityofdubuque.org>

Subject: RE: Iowa Street Lofts

Hi, Josh,

We have the attached application for the 1248 Iowa Street Project. Can you quickly review and let me know if there are any changes? Now that the new fiscal year has begun, we have the funding to write the Development Agreement.

Everything is all set for 1047 Bluff, thanks!

Best,



Ian Hatch
Assistant Economic Development Director
O: 563.589.4105 | C: 563.581.5628
City Hall Annex | 1300 Main St., Dubuque, IA, 52001

From: Josh Jansen <joshj@rrs-dbq.com>

Sent: Thursday, June 27, 2024 12:44 PM

To: Ian Hatch <lhatch@cityofdubuque.org>; Jill Connors <jilconno@cityofdubuque.org>

Subject: Iowa Street Lofts

Hi Jill and Ian,

I am reaching out regarding Iowa Street Lofts (1248 Iowa Street). Micah Spivey is no longer involved in this project. I wanted to follow up on where things were left on the incentive programs. Had he completed an application? Let me know what my next steps are, this project needs all the help it can get.

Also, is there anything else needed for 1047 Bluff? I am going to be submitting the applications for 1602 Central in the coming weeks as well.

Thanks for your help!

Josh Jansen

Chief Executive Officer

563.513.7087

joshj@rrs-dbq.com



Restoration and Renovation Services, LLC

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the “Grantor”), has granted incentives to Limestone Legacy LLC (the “Grantee”), in accordance with a Development Agreement dated as of [Date] (the “Agreement”), by and among the Grantor, and the Grantee (collectively, the “Agreement”), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

The South Half of the South one-fifth of Out Lot 441, in the City of Dubuque, Iowa, according to the United States Commissioners’ Map of the Survey of the Town of Dubuque, Iowa.

(the “Development Property”); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and

to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 2nd day of December, 2024, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa and Limestone Legacy, LLC, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District, consisting of the funding of economic development grants for Limestone Legacy, LLC, under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time but is not expected to exceed \$150,000.

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 18th day of November 2024.

Adrienne N. Breitfelder, CMC, City Clerk

RESOLUTION NO. ____-24

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND LIMESTONE LEGACY, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEROF

Whereas, City and Limestone Legacy, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of property located at 1602 Central Avenue; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Limestone Legacy, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 2nd day of December, 2024 at 6:30 p.m. The official agenda will be posted on Friday, November 29, 2024 and will contain listening, viewing, and public input options. The City Council agenda may be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Limestone Legacy, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Limestone Legacy, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$150,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 18th day of November, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	Resolution Setting Public Hearing on a Proposed Development Agreement with 1400 Central, LLC
SUMMARY:	City Manager recommending City Council approval a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and between the City of Dubuque, Iowa and 1400 Central, LLC for the redevelopment of 1400 Central Avenue. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And 1400 Central, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for December 2, 2024
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Notice of Hearing 5. Resolution Setting Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting Public Hearing on a Proposed Development Agreement with 1400 Central, LLC

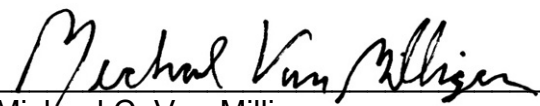
DATE: November 14, 2024

Economic Development Director Jill Connors is recommending City Council approval a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and between the City of Dubuque, Iowa and 1400 Central, LLC for the redevelopment of 1400 Central Avenue.

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of at least \$100,000 dollars to restore the façade and create four new residential rental units.
2. City to award a Downtown Rehabilitation Grant in an amount not to exceed \$35,000, for costs associated with the restoration of the building's façade.
3. City to award a Downtown Housing Creation Grant in an amount not to exceed \$40,000 (\$10,000 per unit up to 4 units).
4. City to award a 15-year of tax increment financing incentive in the form of semi-annual rebates. The tax increment financing incentive is estimated to not exceed \$60,000.

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: Resolution Setting Public Hearing on a Proposed Development Agreement with 1400 Central, LLC

DATE: November 12, 2024

INTRODUCTION

This memorandum presents for your review and approval a resolution setting a public hearing for a proposed Development Agreement by and between the City of Dubuque, Iowa and 1400 Central, LLC for the redevelopment of 1400 Central Avenue.

BACKGROUND

1400 Central, LLC submitted an application for housing creation incentives and the rehabilitation of the façade of 1400 Central Avenue (Zoro's Gyros occupies the commercial space). The building is a three-story brick structure that is a corner stone of the Central Avenue corridor. The inappropriate façade has been deteriorating for some time and removal has begun to explore the historic architectural features underneath.

DISCUSSION

In addition to restoring the façade including the replacement of the windows, the project will bring back four residential rental units in the upper stories that have been vacant for years. The project will not be utilizing historic tax credits, but plans for the exterior have been reviewed by Planning Services.

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of at least \$100,000 dollars to restore the façade and create four new residential rental units.
2. City to award a Downtown Rehabilitation Grant in an amount not to exceed \$35,000, for costs associated with the restoration of the building's façade.

3. City to award a Downtown Housing Creation Grant in an amount not to exceed \$40,000 (\$10,000 per unit up to 4 units).
4. City to award a 15-year of tax increment financing incentive in the form of semi-annual rebates. The tax increment financing incentive is estimated to not exceed \$60,000.

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

I recommend City Council adopt the attached resolution setting a public hearing for December 2, 2024 on the proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF).

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
1400 CENTRAL, LLC**

This Development Agreement (Agreement) dated for reference purposes the ___12___ day of ___November___, 2024 is made and entered into by and between the City of Dubuque, Iowa (City), and 1400 Central, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 1400 Central Avenue, Dubuque, Iowa and legally described as follows (the Property):

The Westerly 65 feet of the Southerly 31 feet 7 ½ inches of Lot 443 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa.

; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the redevelopment of a building (the Building) located on the Property (the Project) and will be operating the same during the term of this Agreement; and

WHEREAS, the Building is historically significant and it is in the City's best interest to preserve the Building; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on September 3, 2024, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of closing confirming the representations contained herein, in the form attached hereto as Exhibit A.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City, or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.
- (6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen,

modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal Plan, most recently approved by City Council of City on September 3, 2024, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) Developer is a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at the time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the

articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Public Hearing.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 17th day of December, 2024, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 31st day of December, 2024. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as City in its reasonable judgment City requires.

(5) Developer's counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit B.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately One Hundred Thousand Dollars (\$100,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating four (4) new residential market rate units and rehabilitating the façade including doors and windows.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to

the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall begin by November 1, 2024, and shall be substantially completed by December 31, 2025. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit I and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032

November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessed value on January 1, 2024 (\$183,300). The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2024 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2025 its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2025, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City certifies in December, 2025, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2027, and May 1, 2028.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the 1400 Central

TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Minimum Improvements and allocated to the 1400 Central TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the 1400 Central TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed Forty Thousand Dollars (\$40,000.00) (the Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar (\$10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of four apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

3.6 Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documented costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and

other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G, and on the terms and conditions set forth in the Design Letter attached as Exhibit H.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G, and on the terms and conditions set forth in the Design Letter attached as Exhibit H.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit G.

3.7 Payment of the Grants. The Grants shall be payable as follows:

- (1) Any and all portions of the Grant shall be funded solely and only from available Program funds; and
- (2) Prior to the release of any grant funds, (i) Developer shall have submitted documentation of its eligible expenses under the corresponding eligible activity; and
- (3) City shall have issued a Certificate of Completion; and
- (4) The Grant funds shall be disbursed directly to Developer.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The

right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support

derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-terms rentals in each lease agreement for each residential rental unit of the Development Property during the term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

5.3 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

- (1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement value when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.
- (2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the Building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the Building (including the Minimum Improvements), listing City as lender loss payable. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.
- (3) The term "replacement 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.
- (4) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars (\$50,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.5), this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party. Thereafter, with the prior written consent of City, which shall not be unreasonably withheld, Developer shall have the right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.

(2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.

- (4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with the funding of the Downtown Rehab Loan/Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;
- (4) City may withhold the Certificate of Completion; or
- (5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Leisha Shumacher
1400 Central, LLC
315 E 5th Street STE 202
Waterloo, Iowa 50703

With copy to: Jeff Hiatt
Clemens, Walters, Conlon, Runde, and Hiatt, LLP
2080 Southpark Court
Dubuque, IA 52003

Phone: (563) 582-2926

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2042 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

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

1400 CENTRAL, LLC

By _____
Brad M. Cavanagh, Mayor

By Leisha Shumacher on behalf of 1400 Central, LLC
Leisha Shumacher, Organizer

Attest:

Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A	City Attorney's Certificate
EXHIBIT B	Opinion of Developer's Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Downtown Housing Incentive Program
EXHIBIT G	Planning and Design Grant Program, Façade Grant Program, and Financial Consultant Grant Program
EXHIBIT H	Design Letter
EXHIBIT I	Certificate of Completion

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between 1400 Central, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for 1400 Central, LLC, in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a limited liability company organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. To our actual knowledge with no duty to inquire, the execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To our actual knowledge with no duty to inquire, there are no actions, suits or

proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

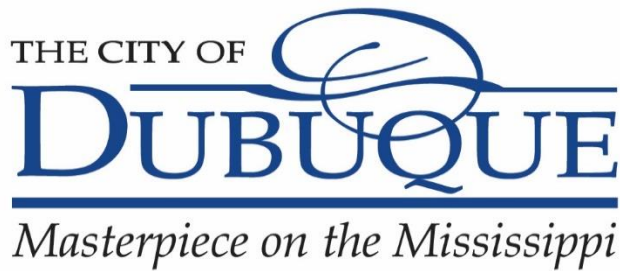
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT C

CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between 1400 Central, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or

constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT D

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and 1400 Central, LLC was made regarding the following described premises:

The Westerly 65 feet of the Southerly 31 feet 7 ½ inches of Lot 443 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

[illegible]

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than \$10,000 in assistance will be considered per residential unit.
- In general, no more than \$750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- No residential units will be allowed to have a restriction of less than 80% of the median income.
- No more than 65% of the units of any project can have a restriction of 80% of the median income.
- A project that is funded by Low Income Tax Credits (LITC) is not eligible.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

DOWNTOWN REHABILITATION GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars (\$35,000).

**Eligible Activities
and Assistance:**

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H

DESIGN LETTER

MEMORANDUM

TO: Jill Connors, Economic Development Director

FROM: Chris Happ Olson, Assistant Planner *CHO*

SUBJECT: Façade Grant : 1400 Central Ave.; Applicant Leisha Schumacher

DATE: November 1, 2024

Introduction

This memorandum forwards the requested design review for work funded with a Façade Grant for the property located at 1400 Central Avenue.

Background

The [City of Dubuque Architectural Guidelines](#), the [Secretary of the Interior Standards for Rehabilitation](#) and applicable Technical Preservation Services Preservation Briefs published by the National Park Service (NPS) apply to this project. The collection can be found at the [NPS website](#).

Discussion

The scope of work depicted and described in the drawings, application, and subsequent answers to questions during review meet the Architectural Guidelines and the project is recommended for approval as submitted and conditioned.

See attached plans for the site:

- Newly revealed storefront window system (mid-20th century) as installed and photographed, is approved following the painting outlined in the submitted materials in *Attachment C Visual*
- Reveal and restoration of existing transom window section of storefront, working with Planning staff on finishing details
- New Anderson Renewal windows for residential, approved as replaced, adding new transom windows at second floor and revealing tympanums over 3rd floor windows on the Central Ave facade
- New rear egress system, as installed and photographed
- Preparation of corner entrance for potential tenant signage, as photographed in the attached materials from the owner

- Following masonry repair, any touch up done to the cornice shall be done minimally in order to help blend the feature in, rather than requiring a full heavy painting of the brick in order to provide a more visually consistent look and further protect that masonry
- Any masonry work follow the recommendations in NPS [Preservation Brief #2](#)

It is exciting to see this project's plan to contribute to the Central Avenue Corridor. Please note that all work completed must have relevant permitting and permission, working with the Inspection and Construction Services Division (formerly Building Department) and Engineering Department as necessary.

Requirements

The project, if done in accordance with the described scope of work and drawings will meet the applicable guidelines and standards and is recommended for approval in terms of design review. Any deviation from the approved scope of work must be reviewed and approved by the Economic Development and Planning Services Departments prior to initiation. **It is the property owner's responsibility to read and understand the terms of approval as well as ensure compliance with the project requirements. It is the property owner's responsibility to obtain the necessary building permits prior to starting work. It is the property owner's responsibility to ensure all contractors understand and properly execute all expectation of the project. Failure to comply with the approved scope of work will result in forfeiture of all funding.**

ENCLOSURES: Application
 Approved drawings
 Supplemental information provided by owner

CC: Mike Belmont, Building Official
 Jeff Zasada, Inspector

Christine Happ Olson

From: EconDev
Sent: Thursday, October 3, 2024 2:11 PM
To: Christine Happ Olson
Cc: Ian Hatch
Subject: FW: Online Form Submittal: Facade Grant Applications

Follow Up Flag: Follow up
Flag Status: Flagged

Chris, here’s the application from 1400 Central.

Ian, can you follow up on this, please?



Jill M Connors *(she/her/hers)*
Economic Development Director
O: 563.589.4213 | C: 563.564.5686
City Hall Annex | 1300 Main St., Dubuque, IA, 52001



From: EconDev <econdev@cityofdubuque.org>
Sent: Friday, September 20, 2024 9:08 AM
To: Jill Connors <Jilconno@cityofdubuque.org>; Ian Hatch <lhatch@cityofdubuque.org>
Subject: FW: Online Form Submittal: Facade Grant Applications

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, September 19, 2024 8:50 PM
To: EconDev <econdev@cityofdubuque.org>
Subject: Online Form Submittal: Facade Grant Applications

This sender is trusted.

Facade Grant Applications

APPLICANT INFORMATION

Applicant:	1400 Central LLC
Telephone:	563-293-3609
E-mail Address:	1400.central.ave@gmail.com

Applicant Mailing Address	11339 Robin Hood Drive
Applicant Mailing Address	<i>Field not completed.</i>
City	Dubuque
State	Iowa
Zip	52001
(Section Break)	
PROJECT INFORMATION	
Address of Project	1400 Central Ave.
Address of Project	<i>Field not completed.</i>
City	Dubuque
State	Iowa
Zip	52001
Building Owner:	1400 Central LLC.
Which assistance program(s) is this project seeking?	Façade Grant Program
Has applicant discussed details of this project with the City of Dubuque Planning Department and been made aware of the City's design review guidelines?	Yes
If yes, with whom?	Chris Olson
Construction schedule of project (commencement and completion):	This project started on 9/2/2024. We anticipate completion 11/30/2024.
(Section Break)	

**A. Current Physical
Condition of Building:**

The building is a three story brick building that is the corner stone of Central Ave and 14th Street / Loras Boulevard. There is a commercial space on the main floor.

The building was in poor condition, in need of much deferred maintenance. The deteriorating front covering of the facade has been removed at the request of Chris Olson to explore historic architectural features that may remain below. The entire building was in need of spot pointing or repointing. All of the windows need to be replaced. Roof in need of replacement. Rear deck in need of replacement. Second and third level units are not in occupiable condition.

(Section Break)

**B. Proposed
Modification of Building
(written):**

The entire scope of renovations include improvements to both the interior of the residential units and the commercial façade. Internal updates to the residential units will be made to allow occupancy and create comfortable living spaces. The back deck will be replaced and all residential windows will be replaced. Improvements to the exterior include necessary updates and visual improvements.

The following are the improvements that will be made to the façade. The visible exterior of the building will be gently power washed and spot pointed or repointed at the discretion of our mason. Any brick previously painted white will be spot painted. The commercial façade will be restored adding a two panel historic design below the existing storefront glass (see drawing attached). Surfaces not including stone, concrete, or brick below the Beanies Cafe sign will be painted. Exposed portions only (section below beanies sign) of the cast iron posts will be stripped of existing paint and repainted. Stone at the base of storefront will have paint stripped. The transition between the Beanies Cafe sign and store front will be wrapped in metal.

The metal coverings on the second floor will be replaced with a sunburst or similar patterned tympanum. It is still undetermined if second floor will have arched windows. Quotes and actual dimensions are still being determined and need to be discussed prior to any purchase. If suitable windows cannot be sourced, a similar tympanum to those added on the third floor will be added. Rectangular residential windows will be replaced with white Fibrex Anderson 100 Series windows. Any PVC or fiber cement products would be hand painted.

(Section Break)

C. Proposed
Modification of Building
(visual):

[Attachment C_Visual_20240918.pdf](#)

(Section Break)

D. Impact Statement:
How will the project
further the revitalization
of downtown?

1400 Central, LLC is planning a significant renovation to the cornerstone building located at 1400 Central Avenue, Dubuque IA, 52001. This renovation includes necessary changes to allow occupancy of the four residential units and brings back historic features on the commercial level. We aim to bring modern comforts to the residential units and increase the visual aspects of the façade. The entire renovation is a large undertaking and will be a substantial investment. 1400 Central, LLC aspires to bring this building back to life and have it be a true asset to the Central Corridor. The support of the Façade grant will allow us to bring life back to this cornerstone building and increase housing options in the downtown area.

Number of current
housing units on
property:

0

Number of new housing
units created from
project:

4

Number of jobs
currently in building:

2

Number of jobs created
after project completed:

0

Square footage of
storefront space
rehabbed:

1845

Rent rate being offered
in rehabbed storefront:

700, 1845 square feet for 1 year

(Section Break)

E. Building Ownership

[Attachment E_Proof of ownership 20240918.pdf](#)

(Section Break)

F. Building Ownership
(organization)

Yes

Proof of organization
approval:

[Attachment F Approval of 1400 Central_20240919.pdf](#)

(Section Break)

G. Applicant Ownership
Interests (other
properties):

Yes

If yes, please list
addresses:

The applicant, 1400 Central, LLC, does not have any
ownership interest in other properties. Members of 1400
Central, LLC have ownership interest in:

1364 Jackson St.
1420 Central Ave.
3447/3467, 3477/3497 Hillcrest
2217, 223 Woodland
2965 Wildwood
1555 Austin

Do the above properties
comply with all
applicable City of
Dubuque ordinances and
regulations?

Yes

(Section Break)

H. Property Signage

Yes

If the above answer is
"No" OR the applicant is
proposing new signs,
please describe the
design materials and
colors that will be used
on the sign face, how
the sign will be
displayed, and any
lighting proposed.

N/A

(Section Break)

I. Leverage Sources:

No

If yes, with whom?

Field not completed.

Please list other
sources of funding and

This project is funded through a construction loan with DuTrac.
We have applied for the SWAP grant offered by Dubuque Main

financing for this project, and whether the sources are already secured:	Street to assist with window replacement not located on the front façade. The funding for the SWAP grant has not been secured/approved as of 9/18/2024. We will also seeking funding from the Downtown housing incentive program. This has not been submitted or secured.
--	---

(Section Break)

J. Bids	Attachment J_Bids_20240918.pdf
---------	--

(Section Break)

K. Certificate of Insurance	Attachment K_Proof of Insurance_20240918.pdf
-----------------------------	--

(Section Break)

Please complete the applicable sections below for the program(s) you are applying your project for. For the program(s) you are NOT applying for, please list "N/A".
*NOTE: Grant Funds will be disbursed upon completion of work, documentation of costs and an inspection of completed project at a rate of \$.50 for each \$1.00 of costs incurred, up to maximum amount of grant committed. Written requests for payment must be submitted to the Economic Development Department. **Paid invoices and/or cancelled checks will be required to confirm expenditures.*

(Section Break)

FACADE GRANT

What are the estimated costs for façade improvements?	49,450
---	--------

How much assistance is the project requesting?	10000
--	-------

What is the construction schedule for façade improvements?	August 01-Nov 30
--	------------------

Will the project include repointing or tuck pointing?	Yes
---	-----

(Section Break)

FINANCIAL CONSULTANT GRANT

What are the estimated costs for financial consultant services?

N/A

How much assistance is the project requesting?

N/A

(Section Break)

PLANNING AND DESIGN GRANT

What are the estimated costs for financial consultant services?

N/A

How much assistance is the project requesting?

N/A

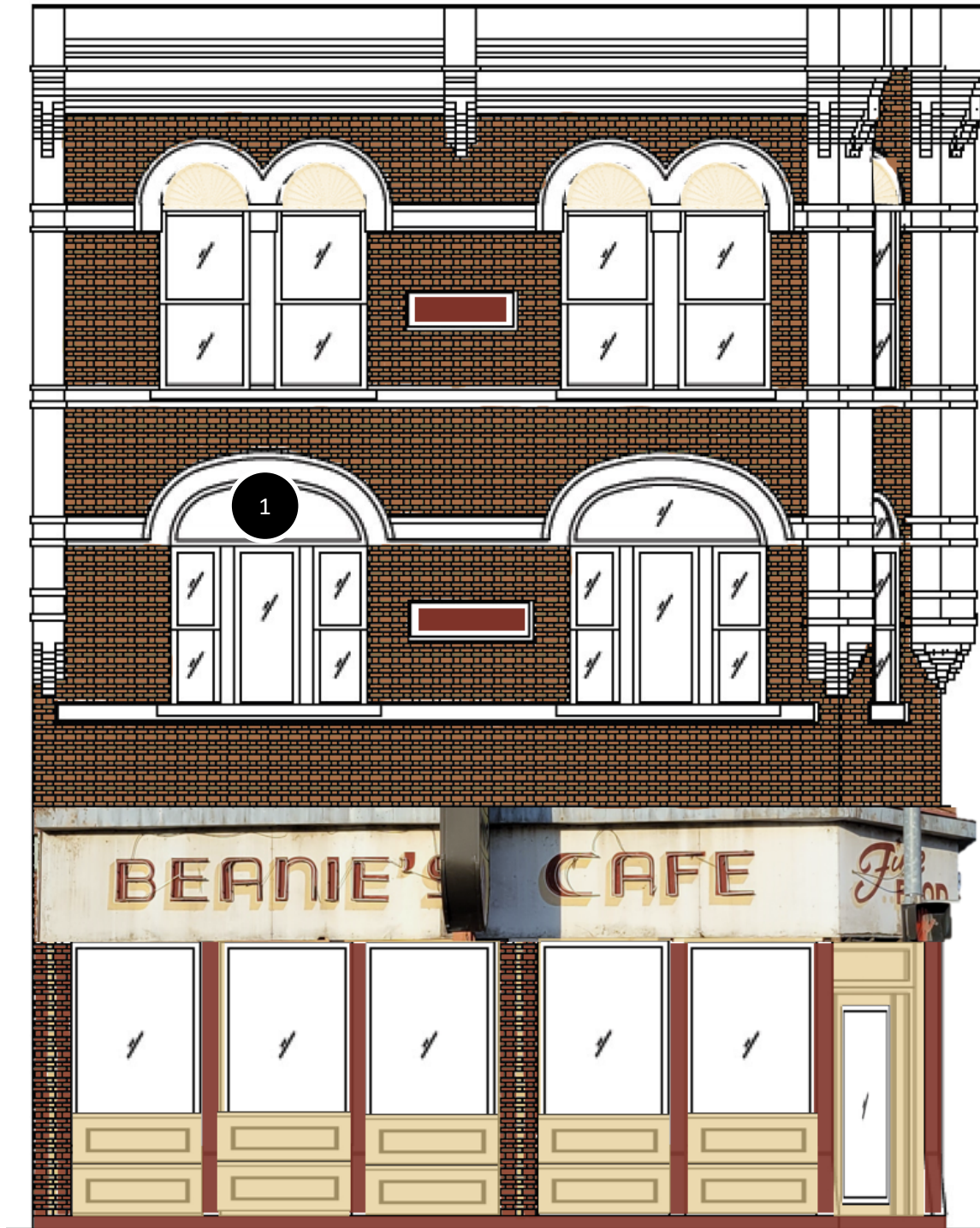
Email not displaying correctly? [View it in your browser.](#)

ATTACHMENT C

Before



After

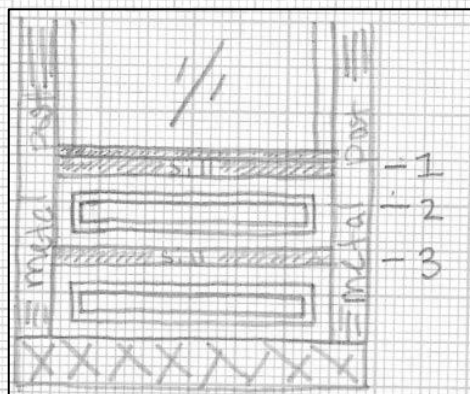


1

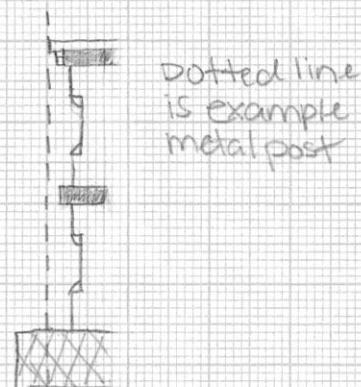
It is still undetermined if second floor will have arched windows. Quotes and actual dimensions are still being determined and need to be discussed prior to any purchase. If suitable windows cannot be sourced, a similar tympanum to those added on the third floor will be added

Drawing of Changes Below Commercial Windows

Not to Scale



Side view

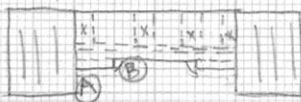


1 Top view: Upper Sill



Sill is approx. flush with metal or slightly protruding on shallow windows

2 Top view: Mid Section



A ~ 2 1/2" B ~ 3/4" Depth
Dotted line shows example sub material and framing

3 Top view: lower Sill



A ~ 1 1/4 inches or greater depth

Note: Sizes vary. Estimates of middle window.
For example, window near door is already flush and
Some sections may protrude

Details for Below Commercial Windows

Materials

- ½" OSB sheathing
- Water proof membrane
- ½" fiber cement or Tru (or similar) architectural panel
- 1" (¾"actual) PVC Trim
- ¾" Quarter round or other simple trim
- Total added layers =1 ¾"

Two Panel Design

- Please reference pages 4 for drawings
- Creates two rectangular panels under the store front windows
- Leaves current stills in their current location
- Moves the framing for the upper section back ~1 ½"
- Overall façade will be approximately 2 ½" recessed according to the middle window
- Depth of upper panel and lower panel will be as similar as possible

Window Sill

- The current wood visible below the window is the frame and not the sill. A sill will be added
- A ½" solid trim piece will be added to the face of the frame
- A 1" sill will be added to the top of the frame
 - Sill will be pitched to allow water run off
 - An overhang of approximately ½" will be added to allow for a drip edge

Historic Imagery

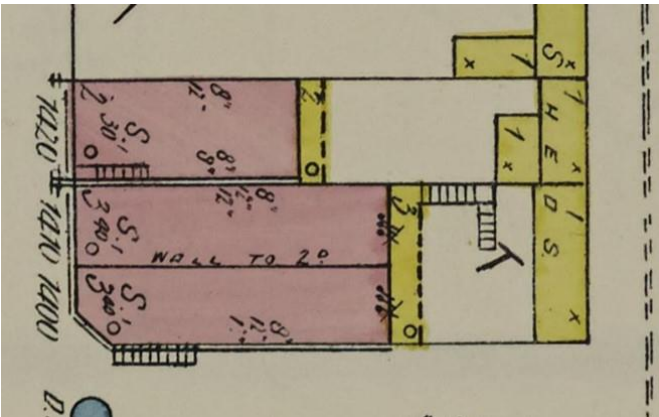


City Mullholland Collection (with description)

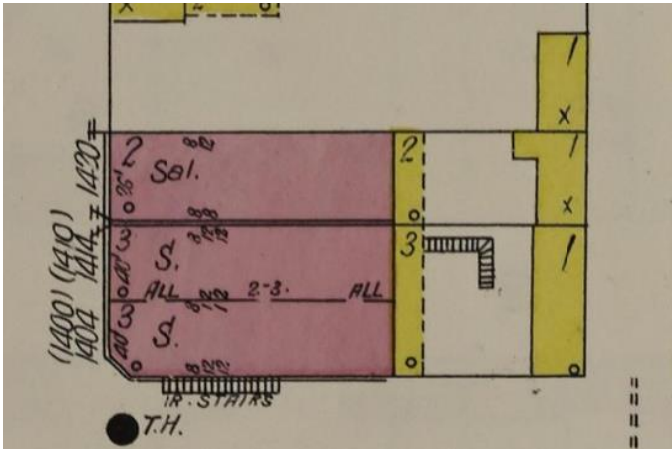


Peter B. Hoffman Collection, CDH Loras College (with closeup)

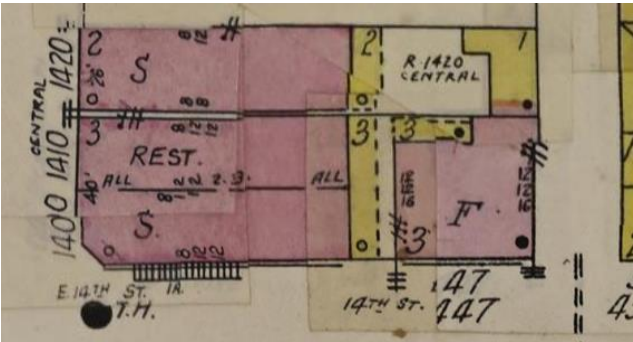
Sanborn Fire Insurance Maps



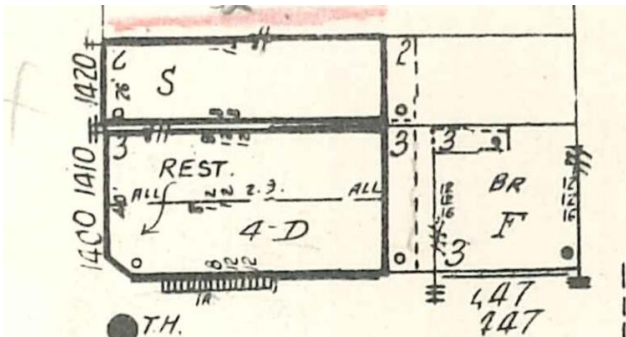
1891 (S = Stores)



1909 (Saloon & Stores)



1950 (Store, restaurant, store)



1970 (store, restaurant with 4 dwellings above)





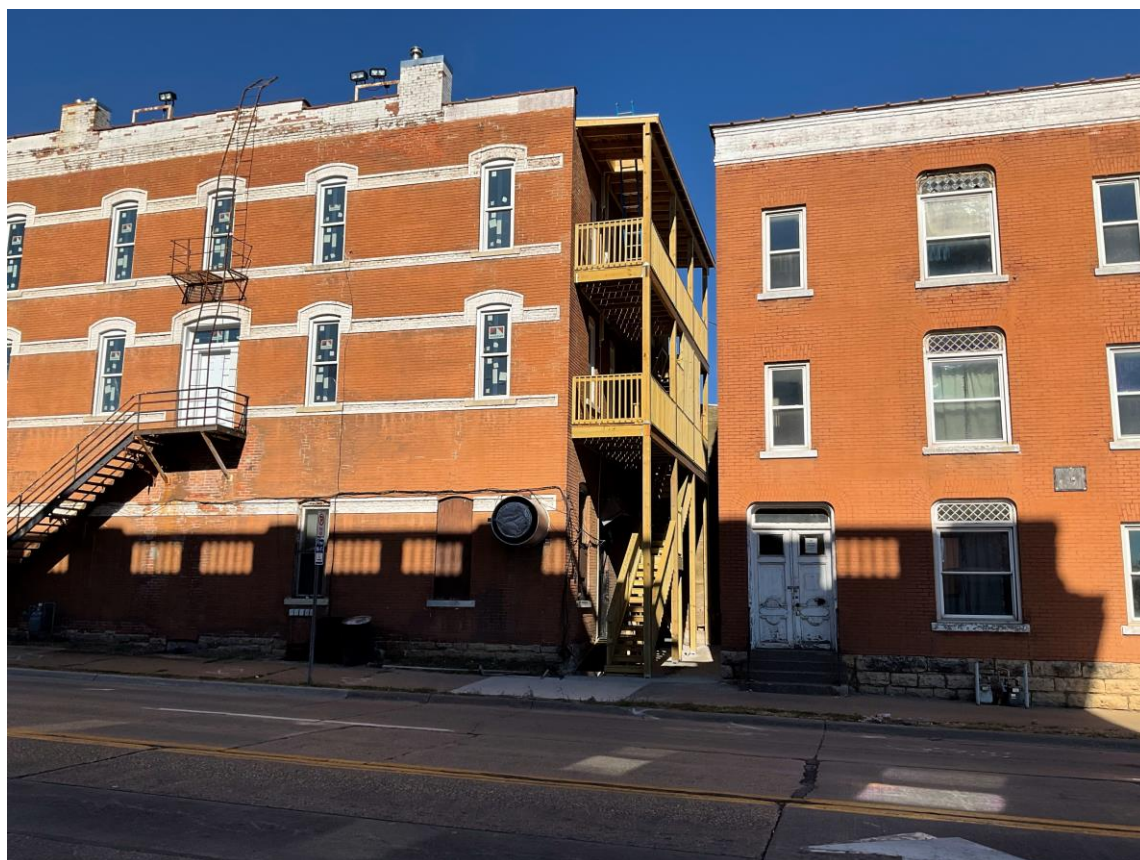


EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the “Grantor”), has granted incentives to 1400 Central, LLC (the “Grantee”), in accordance with a Development Agreement dated as of [Date] (the “Agreement”), by and among the Grantor, and the Grantee (collectively, the “Agreement”), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

The Westerly 65 feet of the Southerly 31 feet 7 ½ inches of Lot 443 in the City of Dubuque, Iowa, according to the United States Commissioners’ Map of the Town of Dubuque, Iowa.

(the “Development Property”); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and

to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 2nd day of December, 2024, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa and 1400 Central, LLC, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District, consisting of the funding of economic development grants for 1400 Central, LLC, under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time but is not expected to exceed \$60,000.

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 18th day of November 2024.

Adrienne N. Breitfelder, CMC, City Clerk

RESOLUTION NO. ____-24

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND 1400 CENTRAL, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEROF

Whereas, City and 1400 Central, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of property located at 1400 Central Avenue; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with 1400 Central, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 2nd day of December, 2024 at 6:30 p.m. The official agenda will be posted on Friday, November 29, 2024 and will contain listening, viewing, and public input options. The City Council agenda may be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with 1400 Central, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to 1400 Central, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$60,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 18th day of November, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE:	Resolution Setting Public Hearing on a Proposed Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC
SUMMARY:	City Manager recommending City Council approval of a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and between the City of Dubuque, Iowa and Nia Neighborhoods Opportunity Zone Fund, LLC (Nia Neighborhoods) for the redevelopment of 1390 White Street. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Nia Neighborhoods Opportunity Zone Fund, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for December 2, 2024
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Notice of Hearing 5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting Public Hearing on a Proposed Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC

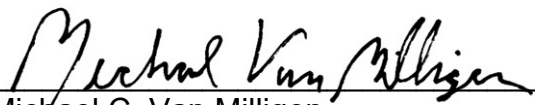
DATE: November 14, 2024

Economic Development Director Jill Connors is recommending City Council approval of a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and between the City of Dubuque, Iowa and Nia Neighborhoods Opportunity Zone Fund, LLC (Nia Neighborhoods) for the redevelopment of 1390 White Street.

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of approximately \$200,000 dollars to create two new residential rental units and restore the façade of the structure.
2. City to award a Downtown Rehabilitation Grant in an amount not to exceed \$35,000, for costs associated with the restoration of the building's façade.
3. City to award a Downtown Housing Creation Grant in an amount not to exceed \$20,000 (\$10,000 per unit up to 2 units).
4. City to award a 15-year of tax increment financing incentive in the form of semi-annual rebates. The tax increment financing incentive is estimated to not exceed \$52,000.

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: Resolution Setting Public Hearing on a Proposed Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC

DATE: November 12, 2024

INTRODUCTION

This memorandum presents for your review and approval a resolution setting a public hearing for a proposed Development Agreement by and between the City of Dubuque, Iowa and Nia Neighborhoods Opportunity Zone Fund, LLC (Nia Neighborhoods) for the redevelopment of 1390 White Street.

BACKGROUND

Nia Neighborhoods submitted an application for housing creation incentives and the rehabilitation of the façade of 1390 White Street. Nia Neighborhoods previously entered into a Development Agreement with the City for redevelopment of the neighboring mixed-use property at 1398 White Street to create two new residential rental units and a remodeled first-floor commercial space.

DISCUSSION

The property at 1390 White Street is currently vacant and lies along a highly visible corridor. Developer is proposing to create two rental units that will be larger in size (3 bedroom, 2 bath, and a large one bed, one bath duplex unit) filling a need in the Dubuque housing market for larger rental spaces for families. Additionally, the project includes the rehabilitation of the façade which faces the highly visible White Street corridor.

Total project cost estimate is approximately \$200,000 dollars. The project will not be utilizing historic tax credits, but plans for the exterior have been reviewed by Planning Services.

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of approximately \$200,000 dollars to create two new residential rental units and restore the façade of the structure.
2. City to award a Downtown Rehabilitation Grant in an amount not to exceed \$35,000, for costs associated with the restoration of the building's façade.
3. City to award a Downtown Housing Creation Grant in an amount not to exceed \$20,000 (\$10,000 per unit up to 2 units).
4. City to award a 15-year of tax increment financing incentive in the form of semi-annual rebates. The tax increment financing incentive is estimated to not exceed \$52,000

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

I recommend City Council adopt the attached resolution setting a public hearing for December 2, 2024 on the proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF).

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
NIA NEIGHBORHOODS OPPORTUNITY ZONE FUND, LLC**

This Development Agreement (Agreement) dated for reference purposes the _____ day of _____, 2024 is made and entered into by and between the City of Dubuque, Iowa (City), and Nia Neighborhoods Opportunity Zone Fund, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 1390 White Street, Dubuque, Iowa and legally described as follows (the Property):

The South 26.30 feet of the North 1/5 of Lot 482 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the redevelopment of a building (the Building) located on the Property (the Project) and will be operating the same during the term of this Agreement; and

WHEREAS, the Building is historically significant and it is in the City's best interest to preserve the Building; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on September 3, 2024, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of closing confirming the representations contained herein, in the form attached hereto as Exhibit A.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City, or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.
- (6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen,

modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal Plan, most recently approved by City Council of City on September 3, 2024, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) Developer is a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at the time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the

articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Public Hearing.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 17th day of December, 2024, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 31st day of December, 2024. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as City in its reasonable judgment City requires.

(5) Developer's counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit B.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately One Hundred Thousand Dollars (\$100,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating two (2) new residential market rate units and rehabilitating the façade including doors and windows.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to

the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall begin by November 1, 2024, and shall be substantially completed by December 31, 2025. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit I and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032

November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessed value on January 1, 2024 (\$87,800). The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2024 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2025 its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2025, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City certifies in December, 2025, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2027, and May 1, 2028.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Nia

Neighborhoods TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Minimum Improvements and allocated to the Nia Neighborhoods TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Nia Neighborhoods TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) (the Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar (\$10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of three apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

3.6 Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documented costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and

other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G, and on the terms and conditions set forth in a Design Letter to be executed at a later date.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G, and on the terms and conditions set forth in the Design Letter attached as Exhibit H.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit G.

(4) A final design plan for the façade must be approved by City staff on the terms and conditions set forth in a Design Letter to be issued by City. If a final design plan for the façade is not approved, this grant will not be applied to the project.

3.7 Payment of the Grants. The Grants shall be payable as follows:

- (1) Any and all portions of the Grant shall be funded solely and only from available Program funds; and
- (2) Prior to the release of any grant funds, (i) Developer shall have submitted documentation of its eligible expenses under the corresponding eligible activity; and
- (3) City shall have issued a Certificate of Completion; and
- (4) The Grant funds shall be disbursed directly to Developer.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all

respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from

prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-terms rentals in each lease agreement for each residential rental unit of the Development Property during the term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

5.3 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement value when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the Building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the Building (including the Minimum Improvements), listing City as lender loss payable. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement 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.

(4) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars (\$50,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage

received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.5), this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party. Thereafter, with the prior written consent of City, which shall not be unreasonably withheld, Developer shall have the right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a

building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.

(2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.

(4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

(1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;

(2) Until the Closing Date, City may cancel and rescind this Agreement;

(3) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with the funding of the Downtown Rehab Loan/Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;

(4) City may withhold the Certificate of Completion; or

(5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No

delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Yindra T. Dixon
Nia Neighborhoods Opportunity Zone Fund, LLC
251 Hidden Oaks Court
Dubuque, Iowa 52003

With copy to:

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2042 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

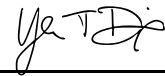
7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

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

**NIA NEIGHBORHOODS OPPORTUNITY
ZONE FUND, LLC**

By _____
Brad M. Cavanagh, Mayor

By  _____
Yindra T. Dixon, Organizer

Attest:

Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A	City Attorney's Certificate
EXHIBIT B	Opinion of Developer's Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Downtown Housing Incentive Program
EXHIBIT G	Planning and Design Grant Program, Façade Grant Program, and Financial Consultant Grant Program
EXHIBIT H	Design Letter (See § 3.6(4))
EXHIBIT I	Certificate of Completion

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

(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 Nia Neighborhoods Opportunity Zone Fund, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for Nia Neighborhoods Opportunity Zone Fund, LLC, in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a limited liability company organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. To our actual knowledge with no duty to inquire, the execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To our actual knowledge with no duty to inquire, there are no actions, suits or

proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

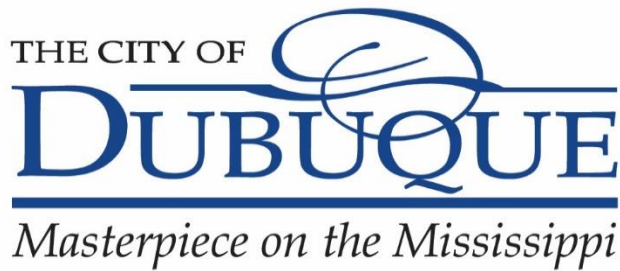
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT C

CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Nia Neighborhoods Opportunity Zone Fund, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or

constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT D

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and Nia Neighborhoods Opportunity Zone Fund, LLC was made regarding the following described premises:

The South 26.30 feet of the North 1/5 of Lot 482 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than \$10,000 in assistance will be considered per residential unit.
- In general, no more than \$750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- No residential units will be allowed to have a restriction of less than 80% of the median income.
- No more than 65% of the units of any project can have a restriction of 80% of the median income.
- A project that is funded by Low Income Tax Credits (LITC) is not eligible.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

DOWNTOWN REHABILITATION GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars (\$35,000).

**Eligible Activities
and Assistance:**

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H

DESIGN LETTER

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the “Grantor”), has granted incentives to Nia Neighborhoods Opportunity Zone Fund, LLC (the “Grantee”), in accordance with a Development Agreement dated as of [Date] (the “Agreement”), by and among the Grantor, and the Grantee (collectively, the “Agreement”), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

The South 26.30 feet of the North 1/5 of Lot 482 in the City of Dubuque, Iowa, according to the United States Commissioners’ Map thereof.

(the “Development Property”); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of

the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 2nd day of December, 2024, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa and Nia Neighborhoods Opportunity Zone Fund, LLC, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District, consisting of the funding of economic development grants for Nia Neighborhoods Opportunity Zone Fund, LLC, under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time but is not expected to exceed \$52,000.

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 18th day of November 2024.

Adrienne N. Breittfelder, CMC, City Clerk

RESOLUTION NO. ____-24

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND NIA NEIGHBORHOODS OPPORTUNITY ZONE FUND, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, City and Nia Neighborhoods Opportunity Zone Fund, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of property located at 1390 White Street; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 2nd day of December, 2024 at 6:30 p.m. The official agenda will be posted on Friday, November 29, 2024 and will contain listening, viewing, and public input options. The City Council agenda may be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Nia Neighborhoods Opportunity Zone Fund, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Nia Neighborhoods Opportunity Zone Fund, LLC pursuant to the Development Agreement. It is

expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$52,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 18th day of November, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 5.

ITEM TITLE:	Resolution Setting a Public Hearing on a Proposed Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.
SUMMARY:	City Manager recommending City Council approval of a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and among the City of Dubuque, Iowa, SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Among The City Of Dubuque, Iowa, SJR Properties, L.L.C., And Universal Tank & Fabrication, Inc., Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations To SJR Properties, L.L.C., And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for December 2, 2024
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Notice of Hearing 4. Development Agreement signed by Employer 5. Development Agreement signed by Developer 6. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

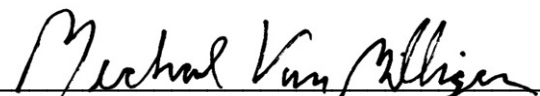
DATE: November 14, 2024

Economic Development Director Jill Connors is recommending City Council approval of a resolution setting a public hearing for December 2, 2024, for a proposed Development Agreement by and among the City of Dubuque, Iowa, SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc. This proposed Development Agreement would further the City Council's goal Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity.

Key elements of the Development Agreement are as follows:

1. Developer and Employer must make a capital investment of approximately \$7,250,000 to construct an industrial facility and related machinery and furnishings on the property at 8025 Chavenelle.
2. Universal Tank & Fabrication, Inc. must maintain its existing 40 full time equivalent positions at the current facility and create at least 10 new full time equivalent positions by October 1, 2028. The 50 full time equivalent positions must be maintained through the term of the Agreement.
3. Universal Tank & Fabrication, Inc. will receive 10 years of tax increment financing incentives in the form of semi-annual rebates. These incentives are calculated in relation to the number of jobs committed in the Development Agreement. Tax increment financing incentives are estimated to not exceed \$330,000.
4. City of Dubuque will amend the existing Dubuque Industrial Center Urban Renewal District as well as the Urban Renewal Plan to accommodate the issuance of tax increment financing incentives.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

DATE: November 13, 2024

INTRODUCTION

This memorandum presents for your review and approval a resolution setting a public hearing for a proposed Development Agreement by and among the City of Dubuque, Iowa, SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

BACKGROUND

SJR Properties, L.L.C., an Iowa limited liability company operating in Dubuque, is the owner of the property locally known as 8025 Chavenelle Road.

Universal Tank & Fabrication, Inc, a Delaware corporation with its principal place of business in Dubuque, manufactures pressure vessels, tanks and related fabrications for a broad customer base extending across North America. Their products are used in various markets that include Water (municipal, waste and industrial segments), Air, Energy (biofuels), Pharmaceutical, and an extensive "Other" category for custom, one-off projects.

The Dubuque City Council previously approved an Economic development Assistance application on behalf of Universal Tank & Fabrication, Inc. for the proposed investment of approximately \$4,925,000 for the expansion of its operations in Dubuque.

DISCUSSION

Universal Tank & Fabrication, Inc. has determined a need to increase its manufacturing throughput by constructing an approximately 28,000 square foot building specifically

designed for blasting/painting and assembling products. SJR Properties, L.L.C., as property owner and developer, has determined to expand the facility located at 8025 Chavenelle to accommodate the growth needs of Universal Tank & Fabrication, Inc. and to add new employment in the City. The project is anticipated to begin by March 1, 2025.

Key elements of the Development Agreement are as follows:

1. Developer and Employer must make a capital investment of approximately \$7,250,000 to construct an industrial facility and related machinery and furnishings on the property at 8025 Chavenelle.
2. Universal Tank & Fabrication, Inc. must maintain its existing 40 full time equivalent positions at the current facility and create at least 10 new full time equivalent positions by October 1, 2028. The 50 full time equivalent positions must be maintained through the term of the Agreement.
3. Universal Tank & Fabrication, Inc. will receive 10 years of tax increment financing incentives in the form of semi-annual rebates. These incentives are calculated in relation to the number of jobs committed in the Development Agreement. Tax increment financing incentives are estimated to not exceed \$330,000.
4. City of Dubuque will amend the existing Dubuque Industrial Center Urban Renewal District as well as the Urban Renewal Plan to accommodate the issuance of tax increment financing incentives.

RECOMMENDATION

I recommend City Council adopt the attached resolution setting a public hearing for December 2, 2024 on the proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF). This proposed Development Agreement would further the City Council's goal Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity.

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 2nd day of December, 2024, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between and among the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank & Fabrication, Inc., a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Dubuque Industrial Center Urban Renewal Area, consisting of the funding of economic development grants for JR Properties, L.L.C., under the terms and conditions of the Urban Renewal Plan for the Dubuque Industrial Center Urban Renewal Area. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time but is not expected to exceed \$330,000.

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 18th day of November 2024.

Adrienne N. Breitfelder, CMC, City Clerk

**DEVELOPMENT AGREEMENT
BY AND AMONG
THE CITY OF DUBUQUE, IOWA,
SJR PROPERTIES, L.L.C.,
AND
UNIVERSAL TANK & FABRICATION, INC.**

This Agreement, dated for reference purposes the _____ day of _____, 2024, by and among the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (Urban Renewal Act), SJR Properties, L.L.C., an Iowa limited liability company with its principal place of business at Dubuque, Iowa (Developer), and Universal Tank & Fabrication, Inc., a Delaware corporation with its principal place of business in Dubuque, Iowa (Employer).

WITNESSETH:

WHEREAS, Developer is the owner of the following described real estate (the “Property”):

Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Iowa, according to the recorded plat thereof locally known as 8025 Chavenelle Road; and

WHEREAS, Developer has determined to expand the commercial building/facility (the Facility) located on the Property to accommodate Employer, and other possible tenants, to add new employment in the City and

WHEREAS, Developer or Employer will make a capital investment in building improvements, equipment, furniture and fixtures in the Facility, all of the foregoing referred to herein as the Project; and

WHEREAS, Developer and Employer have entered into an agreement for the lease of space within the Facility (the Lease) with all easements, tenements, hereditaments, and appurtenances belonging thereto so that Developer may develop the Property, located in the Project Area, for the construction, use, and occupancy of the Facility in accordance with the uses specified in the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, in accordance with this Agreement; and

WHEREAS, Employer agrees to join in this Agreement and assume the rights and responsibilities provided herein; and

WHEREAS, the Project is located within the Dubuque Industrial Center (the District), which has been so designated by City Council Resolution 478-97 to be designated as a slum and blighted area (the Project Area), as defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will make a capital investment including constructing a new facility, equipment, furniture and fixtures in the Property (the Project); and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 2, 1988 and last amended on February 19, 2024, a copy of which is attached hereto as Exhibit A (the Urban Renewal Plan) City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the City Council believes it is in the best interests of City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, in consideration of the premises and 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 and Employer to enter into this Agreement, City hereby represents and warrants to Developer and Employer 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 and Employer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now 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 and Employer. Developer and Employer each make the following individual representations and warranties with respect to their own company (without making any warranties with respect to the other):

(1) Developer and Employer are duly organized and validly existing or authorized under the laws of the State of Iowa, and State of Delaware, respectively, and have all requisite power and authority to own and operate their properties, to carry on their respective business as now conducted and as

presently proposed to be conducted, and to enter into and perform their obligations under the Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and Employer, and assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer and Employer 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 and Employer's counsel shall issue legal opinions to the City, at time of closing, confirming the representations contained herein.

(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 Employer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer or Employer 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 or Employer 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 Employer or which affects the validity of the Agreement or Developer's or Employer's ability to perform its obligations under this Agreement.

(5) Developer and Employer will perform their 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 good faith 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 commitments for permanent financing for the Development Project and all of their respective obligations under this Agreement 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 Conditions to Closing. The closing of the transaction (the Closing) contemplated by this Agreement and all the obligations of Developer and Employer 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 in the form of Exhibit E.

(2) Developer having obtained any and all necessary governmental approvals, including without limitations approval of zoning, subdivision, or platting which might be necessary or desirable in connection with the development of the Development Property. Any conditions imposed as a part of the zoning, platting or subdivision must be satisfactory to Developer, in its sole opinion. City shall cooperate with Developer in attempting to obtain any such approvals and shall execute any documents necessary for this purpose, provided that City shall bear no expense in connection therewith. In connection therewith, City agrees (a) to review all of Developer's plans and specifications for the Project and to either reject or approve the same in a prompt and timely fashion; (b) to issue a written notification to Developer, following City's approval of same, indicating that City has approved such plans and specifications, and that the same are in compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, this Agreement and any other applicable City or affiliated agency requirements, with the understanding that Developer and its lenders shall have the right to rely upon the same in proceeding with the project; (c) to identify in writing within ten (10) working days of submission of said plans and specifications, any and all permits, approvals and consents that are legally required for the acquisition of the Property by Developer, and the construction, use and occupancy of the project with the intent and understanding that Developer and its lenders and attorneys will rely upon same in establishing their agreement and time frames for construction, use and occupancy, lending on the project and issuing legal opinions in connection therewith; and (d) to cooperate fully with Developer to streamline and facilitate the obtaining of such permits, approvals and consents.

(3) Developer, Employer, and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, 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 such party's financial ability as in the reasonable judgment of City is required.

(5) Employer shall have furnished City with evidence in a form as required by Section 5.2 and satisfactory to City of Employer's fulltime equivalent employees (FTE) at 8025 Chavenelle Road in the City of Dubuque, Iowa, as of January 1, 2024.

(6) Receipt of an opinion of counsel to Developer in the form attached hereto as Exhibit C.

(7) Receipt of an opinion of counsel to Employer substantively in the form of the attached Exhibit D.

(8) Developer and Employer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer or Employer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied to the full satisfaction of such party in such party's sole and unfettered discretion. Upon the giving of notice of termination by such terminating party to the other parties to this Agreement, this Agreement shall be deemed null and void.

(9) Developer and Employer shall have provided City with a copy of the executed Lease.

1.4 Closing. The closing shall take place on the Closing Date which shall be the 3rd day December, 2024, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 31st day of December, 2024. 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.

1.5 City's Obligations at Closing. At or prior to Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer and Employer will make a capital investment of approximately Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000) to improve the Property (the Minimum Improvements). The Minimum Improvements include the construction of an industrial facility and related machinery and furnishings.

2.2 Plans for Construction of Minimum Improvements. Developer agrees the construction of the Minimum Improvements shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced on or before March 1, 2025 and shall be substantially completed by December 31, 2026. The time frame 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, shut down due to COVID-19, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, the City Manager shall furnish Developer with an appropriate instrument so certifying. 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 and in the Deed with respect to the obligations of Developer to construct the Minimum Improvements. The Certificate of Completion, in the form attached hereto as Exhibit F, shall waive all rights of re-vestment of title to the Property as provided in Section 6.3(1), and the Certificate of Completion shall so state.

2.5 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 Economic Development Grants.

(1) Employer Economic Development Grants

(a) For and in consideration of Developer's and Employer's obligations hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer and Employer 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 Developer, as follows:

November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six (6) month period in respect of the Property and Minimum Improvements constructed by Developer (the Developer Tax Increments). City and Developer agree that for purposes of this Section 3.1(1), the assessed value of the Property as of January 1, 2024 is \$2,183,000. Developer recognizes and agrees that the Developer Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect to the Property and Minimum

Improvements, which does not include property taxes collected for the payment of bonds and interest of each taxing district, and taxes for the regular and voter-approved physical plant and equipment levy, instructional support levy, and any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

(b) To fund the Developer Economic Development Grants, City shall certify to the County prior to December 1 of each year, commencing December 1, 2027, its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on November 1 and May 1 of that fiscal year. (Example: If City so certifies by December 1, 2027, the Developer Economic Development Grants in respect thereof would be paid to Developer on November 1, 2028, and May 1, 2029.)

(c) The Developer Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Universal Tank TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term and to apply the incremental taxes collected in respect of the Property and Minimum Improvements and allocated to the Universal Tank TIF Account to pay the Developer Economic Development Grants, as and to the extent set forth in Section 3.1(1) hereof. The Developer Economic Development Grants shall not be payable in any manner by other tax increments revenues or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Developer Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Universal Tank TIF Account (regardless of the amounts thereof) to the payment of the Developer Economic Development Grants to Developer as and to the extent described in this Section.

(2) City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area, or any available Developer Tax Increments resulting from the termination of the annual Economic Development

Grants under this Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

(3) All of City's obligations under this Agreement, including but not limited to City's obligation to pay the Economic Development Grants to Developer, shall be subject to City having completed all hearings and other procedures required to amend the Urban Renewal Plan to describe the Urban Renewal Project being undertaken in accordance with this Agreement by no later than December 31, 2025. City shall use best efforts to amend the Urban Renewal Plan by December 31, 2025.

3.2 Other than the Economic Development Grants required by Section 3.1, City shall have no obligation to provide any other funds to Developer.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Developer for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF EMPLOYER.

5.1 Job Creation and Maintenance. During the term of this Agreement, Employer shall comply with the following employment-related covenants for the Property:

(1) Employer represents that the number of fulltime equivalent (FTE) employees employed by Employer at 8025 Chavenelle Road as of January 1, 2024 is forty (40). Employer shall create and maintain 10 additional FTE employees employed by Employer whose primary place of employment is 8025 Chavenelle Road by October 1, 2028 and during the remaining Term of this Agreement for a total of Fifty (50) FTE employees whose primary place of employment is at 8025 Chavenelle Road and the Facility. FTE employees shall be calculated by adding fulltime and part-time employees together using 2080 hours per year as a FTE employee.

(2) For the FTE positions that Employer fails to create and maintain for any year during the term of this Agreement, the semi-annual Developer Economic Development Grants for such year under Section 3.1(1) shall be reduced by the percentage that the number of positions Employer fails to create or maintain as required by this Section 5.1 bears to the total number of positions required to be created and maintained (10 FTEs) by this Section 5.1. (For example, if Employer has 40 FTE employees employed by Employer, the semi-annual Developer Economic Development Grants to be paid for that year would be reduced by 20% (40/50 employees) of the Tax Increment Revenues received by City). The reduction of the semi-annual Developer Economic Development Grants shall be

City's sole remedy for the failure of Employer to meet the job creation requirements of this subsection 5.1(2).

(3) Employer's job creation and maintenance obligation under Section 5.1(1) terminates after October 1, 2038.

5.2 Certification. To assist City in monitoring the performance of Employer hereunder, as of October 1, 2028, and again as of October 1 of each year thereafter during the term of this Agreement, a duly authorized officer of Employer shall certify to City in a form acceptable to City (a) the number of FTE positions employed by Employer at 8025 Chavenelle Road and the Facility, and (b) to the effect that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Employer is not or was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such certificate shall be provided not later than October 15, 2028, and by October 15 of each year thereafter. Employer's certification obligations under this Section 5.2 terminate following the final certification on October 1, 2038 (due by October 15, 2038).

5.3 Books and Records. During the term of this Agreement, Developer and Employer shall keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer and Employer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer and Employer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. From and after the Closing Date, Developer shall pay or cause to be paid, when due and before delinquency, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to

the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense (and, from time to time at the request of City, furnish City with proof of insurance in the form of a certificate of insurance for each insurance policy):

All risk builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the replacement value when construction is completed Minimum Improvements, naming City as an additional insured and lender loss payable. Coverage shall include the "special perils" form.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer and Employer, as the case may be, shall maintain, or cause to be maintained, at their respective cost and expense (and from time to time at the request of City shall furnish proof of insurance in the form of a certificate of insurance) all risk property insurance against loss and/or damage to the Minimum Improvements under an insurance policy written in an amount not less than the full insurable replacement value of Minimum Improvements naming City as lender loss payable. Coverage shall include the "special perils" form.

The term "replacement value" shall mean the actual replacement cost of Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(3) Developer agrees to notify City immediately in the case of damage exceeding \$200,000.00 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. The net proceeds of any such insurance (the Net Proceeds) shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the building portions of the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of

any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such Purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions. Nothing in this Agreement, however, shall be deemed to alter any agreements between Developer or any other party including, without limitation, any agreements between the parties regarding the care and maintenance of the Property.

5.8 Non-Discrimination. In carrying out the project, Developer and Employer shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer and Employer agree 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 and Employer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. During the Term of this Agreement, this Agreement may not be assigned by Developer or Employer 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.

5.11 Restrictions on Use. 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 Renewal Plan (and City represents and agrees that use of the Property consistent with its current zoning is in full compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan,) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.12 Release and Indemnification Covenants. Developer agrees to the following conditions of release and indemnification.

(1) Developer releases City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Section, the Indemnified Parties) from and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(2) Except for any gross negligence, willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against City based on an alleged breach of any representation, warranty or covenant of City under this Agreement and/or to

enforce its rights under this Agreement); or (2) the acquisition, construction, installation, ownership, and operation of the Minimum Improvements or (3) the condition of the Property and any hazardous substance or environmental contamination located in or on the Property, caused and occurring after Developer takes possession of the Property.

(3) The Indemnified Parties shall not be liable to Developer or Employer for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be on, in or about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

(4) All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City, and not of any governing body member, officer, agent, servant or employee of City in their individual capacity thereof.

(5) The provisions of this Section shall survive the termination of this Agreement.

5.13 Compliance with Laws. Developer and Employer shall comply with all federal, state, and local laws, rules and regulations relating to its businesses, other than laws, rules and regulations for which 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 or Employer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES.

6.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.

(2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer in any portion of the Property or the Minimum Improvements in violation of the provisions of this Agreement.

(4) Failure by Developer or Employer to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2 Remedies on Default by Developer. Whenever any Event of Default referred to in Section 6.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and the Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

(1) City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;

(2) Until the Closing Date, City may cancel and rescind this Agreement;

(3) City may withhold the Certificate of Completion; or

(4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer or Employer 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 Employer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer or Employer may suspend performance under this Agreement until it receives assurances from City, deemed adequate by Developer or Employer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS.

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

(1) If to Developer:

SJR Properties, L.L.C.
Attn: Tom Rauen
8025 Chavenelle Road
Dubuque, IA 52001
Phone:
Fax:

With Copy to:

Drake Law Firm PC
Attn: Flint Drake
300 Main Street, STE 323
Dubuque, IA 52001
Phone: (563) 582-2000

(2) If to Employer:

Universal Tank & Fabrication, Inc.
Attn: Dan Davis
8025 Chavenelle Road
Dubuque, IA 52002
Phone:

With copy to:
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Attn: Nathan J. Neuberger

(3) If to City:

City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to:
City Attorney
City Hall
50 W. 13th Street
Dubuque, Iowa 52001

or at such other address with respect to any party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and Employer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2038 (the Termination Date).

7.5 Execution By Facsimile. The parties agree that this Agreement may be transmitted among them by email or facsimile machine. The parties intend that the emailed or faxed signatures constitute original signatures and that an emailed or faxed Agreement containing the signatures (original, emailed or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit G 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 and Employer has caused this Agreement to be duly executed.

CITY OF DUBUQUE, IOWA

SJR PROPERTIES, L.L.C.

By: _____
Brad M. Cavanagh, Mayor

By: _____
Tom Rauen, Manager

Attest:

By: _____
Adrienne N. Breittfelder, City Clerk

**UNIVERSAL TANK & FABRICATION,
INC.**

Signed by:
By: Dan Davis
F5D7B6B908244F1.
Dan Davis, President

LIST OF EXHIBITS

Exhibit A	Urban Renewal Plan
Exhibit B	Opinion of Counsel to City
Exhibit C	Opinion of Counsel to Developer
Exhibit D	Opinion of Employer's Counsel
Exhibit E	City Certificate
Exhibit F	Certificate of Completion
Exhibit G	Memorandum of Development Agreement

EXHIBIT A

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT B

OPINION OF COUNSEL TO CITY

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement by and among SJR Properties, L.L.C. (Developer), Universal Tank & Fabrication, Inc. (Employer) 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.
Senior Counsel

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 By and Among the City of Dubuque, Iowa, SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

Dear Mayor and City Councilmembers:

We have acted as counsel for SJR Properties, L.L.C., (Developer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer, Universal Tank & Fabrication, Inc. and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is an Iowa limited liability company with its principal place of business at Dubuque, 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. To the best of our knowledge, there are no actions, suits or proceedings

pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

We have examined such documents and certificates of public officials and officers of the Developer as we have deemed necessary for the purposes of this opinion. As to the existence of facts which are material to this opinion, we have relied upon certificates of public officials, statements by officers and resolutions of the Members of the Developer. In rendering our opinion, we have assumed (i) the legal capacity of all natural persons and the capacity and corporate power of all parties to the documents examined by us other than the Developer, (ii) the due authorization, execution and delivery of each document examined by us, by all parties to such documents other than the Developer, (iii) the genuineness of all signatures other than the signatures of the representatives of the Developer, (iv) the authenticity of all documents submitted to us as originals; (v) the conformity to original documents of all documents submitted to us as copies; and (vi) the City has no knowledge, direct or through their counsel, which would render any of the representations set forth herein inaccurate or incorrect. We have not made any independent investigation to verify any assumptions made herein, and have not undertaken any factual investigation into the business, properties, agreements or litigation of the Developer for the purpose of rendering the opinions expressed herein. There may exist matters of a factual nature which could have a bearing on our opinions expressed herein, with respect to which we have not been consulted or are otherwise unaware. Where used herein, the language "to the best of our knowledge" or language of similar nature means to our actual knowledge with no duty to inquire further of any person or document. Said language is intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the Developer, or whom we reasonably believe have knowledge of the affairs of the Developer. We have assumed that all representations and warranties made by any party to the Development Agreement are true and correct. We have examined the law, the resolutions of the members of Developer, the Development Agreement, and such company proceedings of the Developer and such other documents, certificates, instruments and matters as we deem necessary to render this opinion.

The foregoing opinions are subject to:

(a) Equitable principles of general applicability (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, public policy, equitable subordination and the possible unavailability of specific performance or

injunctive relief), regardless of whether considered in a proceeding in equity or at law or whether codified by statute;

(b) The unenforceability of provisions purporting to waive rights, claims, demands, liabilities or defenses to obligations, known or unknown, suspected or unsuspected, where such waivers are contrary to any applicable law or against public policy;

(c) The unenforceability, under certain circumstances, of provisions of agreements to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy, or that the election of some particular remedy or remedies does not preclude recourse to one or another remedy;

(d) The unenforceability under certain circumstances, of provisions which purport to govern forum selection or consent to jurisdiction; and

(e) The potential to vary the terms of the Development Agreement on the basis of parol evidence.

The opinions set forth herein are given as of the date hereof. We disclaim any obligation to notify you or any other person after the date of this letter if any change in fact and/or law should change our opinion with respect to any matters set forth herein. This opinion is for your benefit only and may not be quoted in whole or in part or otherwise referred to in any documents, or delivered to or filed with any person or entity, or relied upon by any other person or entity, without our prior written consent.

Very truly yours,

EXHIBIT D

OPINION OF EMPLOYER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement By and Among the City of Dubuque, Iowa, SJR Properties, L.L.C. (Developer), and Universal Tank & Fabrication, Inc. (Employer)

Dear Mayor and City Councilmembers:

We have acted as counsel for Universal Tank & Fabrication, Inc., (Employer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) by and among SJR Properties, L.L.C. (Developer), Universal Tank & Fabrication, Inc. (Employer), and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Employer 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 Employer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Employer 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 Employer 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 Employer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Employer is a party or by which Employer's property is bound or subject.

3. To the best of our knowledge, there are no actions, suits or proceedings pending or threatened against or affecting Employer 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 Employer or which in any manner raises any questions affecting the validity of the Agreement or the Employer's ability to perform Employer's obligations thereunder.

We have examined such documents and certificates of public officials and officers of the Employer as we have deemed necessary for the purposes of this opinion. As to the existence of facts which are material to this opinion, we have relied upon certificates of public officials, statements by officers and resolutions of the Board of Directors of the Employer. In rendering our opinion, we have assumed (i) the legal capacity of all natural persons and the capacity and corporate power of all parties to the documents examined by us other than the Employer, (ii) the due authorization, execution and delivery of each document examined by us, by all parties to such documents other than the Employer, (iii) the genuineness of all signatures other than the signatures of the representatives of the Employer, (iv) the authenticity of all documents submitted to us as originals; (v) the conformity to original documents of all documents submitted to us as copies; and (vi) the City has no knowledge, direct or through their counsel, which would render any of the representations set forth herein inaccurate or incorrect. We have not made any independent investigation to verify any assumptions made herein, and have not undertaken any factual investigation into the business, properties, agreements or litigation of the Employer for the purpose of rendering the opinions expressed herein. There may exist matters of a factual nature which could have a bearing on our opinions expressed herein, with respect to which we have not been consulted or are otherwise unaware. Where used herein, the language "to the best of our knowledge" or language of similar nature means to our actual knowledge with no duty to inquire further of any person or document. Said language is intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the Employer, or whom we reasonably believe have knowledge of the affairs of the Employer. We have assumed that all representations and warranties made by any party to the Development Agreement are true and correct. We have examined the law, the resolutions of the Board of Directors of Employer, the Development Agreement, and such company proceedings of the Employer and such other documents, certificates, instruments and matters as we deem necessary to render this opinion.

The foregoing opinions are subject to:

(a) Equitable principles of general applicability (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, public policy, equitable subordination and the possible unavailability of specific performance or injunctive relief), regardless of whether considered in a proceeding in equity or at law or whether codified by statute;

(b) The unenforceability of provisions purporting to waive rights, claims, demands, liabilities or defenses to obligations, known or unknown, suspected or unsuspected, where such waivers are contrary to any applicable law or against public policy;

(c) The unenforceability, under certain circumstances, of provisions of agreements to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy, or that the election of some particular remedy or remedies does not preclude recourse to one or another remedy;

(d) The unenforceability under certain circumstances, of provisions which purport to govern forum selection or consent to jurisdiction; and

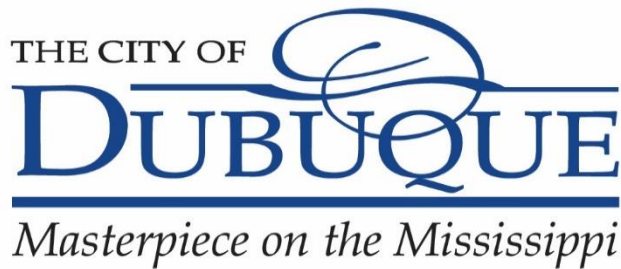
(e) The potential to vary the terms of the Development Agreement on the basis of parol evidence.

The opinions set forth herein are given as of the date hereof. We disclaim any obligation to notify you or any other person after the date of this letter if any change in fact and/or law should change our opinion with respect to any matters set forth herein. This opinion is for your benefit only and may not be quoted in whole or in part or otherwise referred to in any documents, or delivered to or filed with any person or entity, or relied upon by any other person or entity, without our prior written consent.

Very truly yours,

EXHIBIT E

CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Re: Development Agreement By and Among the City of Dubuque, Iowa, SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

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 by and among SJR Properties, L.L.C., (Developer), and Universal Tank & Fabrication, Inc. (Employer), and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer and Employer that:

(1) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement do not and shall not result in any material breach of any terms or conditions of any mortgage, bond, indenture, agreement, contract, license, or other instrument or obligation to which City is a party or by which either the City or the Property being conveyed are bound, nor shall the execution, delivery and performance of this Agreement violate any statute, regulation, judgment, writ, injunction or decree of any court threatened or entered in a proceeding or action in which City may be bound or to which either City or the Property being conveyed may be subject.

(2) 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. City's attorney shall issue a legal opinion to Developer and Employer at time of

closing confirming the representation contained herein, in the form attached hereto as Exhibit C.

(13) City shall exercise its best efforts to assist with Developer and Employer in the development process.

(14) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(15) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:jh

EXHIBIT F

CERTIFICATE OF COMPLETION

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

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (City) has entered into a Development Agreement with SJR Properties, L.L.C. (Developer) and Universal Tank & Fabrication, Inc. (Employer) dated as of [Date], related to certain real property located within the Dubuque Industrial Center Economic Development District of the Grantor and as more particularly described as follows:

Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Iowa, according to the recorded plat thereof.

(the "Property"); and

WHEREAS, the Development Agreement contained certain covenants and conditions with respect to the development of the Property, and obligated Developer to construct certain Minimum Improvements in accordance with the Agreement; and

WHEREAS, Developer 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 City to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Development Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements on the Property have been completed and performed by Developer to the satisfaction of City and such covenants and conditions are hereby terminated.

The 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 of the Development Agreement and the Development Agreement shall otherwise remain in full force and effect.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. 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 Michael C. Van Milligen, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Dubuque, Iowa, a municipal corporation, and that the instrument was signed on behalf of the corporation, and Michael C. Van Milligen acknowledged the execution of the instrument to be his voluntary act and deed.

Notary Public in and for said State

EXHIBIT G

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the **City of Dubuque, Iowa**, an Iowa municipal corporation, of Dubuque, Iowa, SJR PROPERTIES, L.L.C., and UNIVERSAL TANK & FABRICATION, INC. was made regarding the following described premises:

Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Iowa, according to the recorded plat thereof.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the 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 _____, 2024.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Esq., Senior Counsel

STATE OF IOWA

: SS:

DUBUQUE COUNTY

On this ____ day of _____, 2024, 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

**DEVELOPMENT AGREEMENT
BY AND AMONG
THE CITY OF DUBUQUE, IOWA,
SJR PROPERTIES, L.L.C.,
AND
UNIVERSAL TANK & FABRICATION, INC.**

This Agreement, dated for reference purposes the _____ day of _____, 2024, by and among the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (Urban Renewal Act), SJR Properties, L.L.C., an Iowa limited liability company with its principal place of business at Dubuque, Iowa (Developer), and Universal Tank & Fabrication, Inc., a Delaware corporation with its principal place of business in Dubuque, Iowa (Employer).

WITNESSETH:

WHEREAS, Developer is the owner of the following described real estate (the “Property”):

Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Iowa, according to the recorded plat thereof locally known as 8025 Chavenelle Road; and

WHEREAS, Developer has determined to expand the commercial building/facility (the Facility) located on the Property to accommodate Employer, and other possible tenants, to add new employment in the City and

WHEREAS, Developer or Employer will make a capital investment in building improvements, equipment, furniture and fixtures in the Facility, all of the foregoing referred to herein as the Project; and

WHEREAS, Developer and Employer have entered into an agreement for the lease of space within the Facility (the Lease) with all easements, tenements, hereditaments, and appurtenances belonging thereto so that Developer may develop the Property, located in the Project Area, for the construction, use, and occupancy of the Facility in accordance with the uses specified in the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, in accordance with this Agreement; and

WHEREAS, Employer agrees to join in this Agreement and assume the rights and responsibilities provided herein; and

WHEREAS, the Project is located within the Dubuque Industrial Center (the District), which has been so designated by City Council Resolution 478-97 to be designated as a slum and blighted area (the Project Area), as defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will make a capital investment including constructing a new facility, equipment, furniture and fixtures in the Property (the Project); and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 2, 1988 and last amended on February 19, 2024, a copy of which is attached hereto as Exhibit A (the Urban Renewal Plan) City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the City Council believes it is in the best interests of City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, in consideration of the premises and 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 and Employer to enter into this Agreement, City hereby represents and warrants to Developer and Employer 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 and Employer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now 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 and Employer. Developer and Employer each make the following individual representations and warranties with respect to their own company (without making any warranties with respect to the other):

(1) Developer and Employer are duly organized and validly existing or authorized under the laws of the State of Iowa, and State of Delaware, respectively, and have all requisite power and authority to own and operate their properties, to carry on their respective business as now conducted and as

presently proposed to be conducted, and to enter into and perform their obligations under the Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and Employer, and assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer and Employer 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 and Employer's counsel shall issue legal opinions to the City, at time of closing, confirming the representations contained herein.

(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 Employer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer or Employer 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 or Employer 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 Employer or which affects the validity of the Agreement or Developer's or Employer's ability to perform its obligations under this Agreement.

(5) Developer and Employer will perform their 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 good faith 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 commitments for permanent financing for the Development Project and all of their respective obligations under this Agreement 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 Conditions to Closing. The closing of the transaction (the Closing) contemplated by this Agreement and all the obligations of Developer and Employer 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 in the form of Exhibit E.

(2) Developer having obtained any and all necessary governmental approvals, including without limitations approval of zoning, subdivision, or platting which might be necessary or desirable in connection with the development of the Development Property. Any conditions imposed as a part of the zoning, platting or subdivision must be satisfactory to Developer, in its sole opinion. City shall cooperate with Developer in attempting to obtain any such approvals and shall execute any documents necessary for this purpose, provided that City shall bear no expense in connection therewith. In connection therewith, City agrees (a) to review all of Developer's plans and specifications for the Project and to either reject or approve the same in a prompt and timely fashion; (b) to issue a written notification to Developer, following City's approval of same, indicating that City has approved such plans and specifications, and that the same are in compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, this Agreement and any other applicable City or affiliated agency requirements, with the understanding that Developer and its lenders shall have the right to rely upon the same in proceeding with the project; (c) to identify in writing within ten (10) working days of submission of said plans and specifications, any and all permits, approvals and consents that are legally required for the acquisition of the Property by Developer, and the construction, use and occupancy of the project with the intent and understanding that Developer and its lenders and attorneys will rely upon same in establishing their agreement and time frames for construction, use and occupancy, lending on the project and issuing legal opinions in connection therewith; and (d) to cooperate fully with Developer to streamline and facilitate the obtaining of such permits, approvals and consents.

(3) Developer, Employer, and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, 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 such party's financial ability as in the reasonable judgment of City is required.

(5) Employer shall have furnished City with evidence in a form as required by Section 5.2 and satisfactory to City of Employer's fulltime equivalent employees (FTE) at 8025 Chavenelle Road in the City of Dubuque, Iowa, as of January 1, 2024.

(6) Receipt of an opinion of counsel to Developer in the form attached hereto as Exhibit C.

(7) Receipt of an opinion of counsel to Employer substantively in the form of the attached Exhibit D.

(8) Developer and Employer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer or Employer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied to the full satisfaction of such party in such party's sole and unfettered discretion. Upon the giving of notice of termination by such terminating party to the other parties to this Agreement, this Agreement shall be deemed null and void.

(9) Developer and Employer shall have provided City with a copy of the executed Lease.

1.4 Closing. The closing shall take place on the Closing Date which shall be the 3rd day December, 2024, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 31st day of December, 2024. 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.

1.5 City's Obligations at Closing. At or prior to Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer and Employer will make a capital investment of approximately Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000) to improve the Property (the Minimum Improvements). The Minimum Improvements include the construction of an industrial facility and related machinery and furnishings.

2.2 Plans for Construction of Minimum Improvements. Developer agrees the construction of the Minimum Improvements shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced on or before March 1, 2025 and shall be substantially completed by December 31, 2026. The time frame 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, shut down due to COVID-19, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, the City Manager shall furnish Developer with an appropriate instrument so certifying. 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 and in the Deed with respect to the obligations of Developer to construct the Minimum Improvements. The Certificate of Completion, in the form attached hereto as Exhibit F, shall waive all rights of re-vestment of title to the Property as provided in Section 6.3(1), and the Certificate of Completion shall so state.

2.5 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 Economic Development Grants.

(1) Employer Economic Development Grants

(a) For and in consideration of Developer's and Employer's obligations hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer and Employer 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 Developer, as follows:

November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six (6) month period in respect of the Property and Minimum Improvements constructed by Developer (the Developer Tax Increments). City and Developer agree that for purposes of this Section 3.1(1), the assessed value of the Property as of January 1, 2024 is \$2,183,000. Developer recognizes and agrees that the Developer Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect to the Property and Minimum

Improvements, which does not include property taxes collected for the payment of bonds and interest of each taxing district, and taxes for the regular and voter-approved physical plant and equipment levy, instructional support levy, and any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

(b) To fund the Developer Economic Development Grants, City shall certify to the County prior to December 1 of each year, commencing December 1, 2027, its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on November 1 and May 1 of that fiscal year. (Example: If City so certifies by December 1, 2027, the Developer Economic Development Grants in respect thereof would be paid to Developer on November 1, 2028, and May 1, 2029.)

(c) The Developer Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Universal Tank TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term and to apply the incremental taxes collected in respect of the Property and Minimum Improvements and allocated to the Universal Tank TIF Account to pay the Developer Economic Development Grants, as and to the extent set forth in Section 3.1(1) hereof. The Developer Economic Development Grants shall not be payable in any manner by other tax increments revenues or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Developer Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Universal Tank TIF Account (regardless of the amounts thereof) to the payment of the Developer Economic Development Grants to Developer as and to the extent described in this Section.

(2) City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area, or any available Developer Tax Increments resulting from the termination of the annual Economic Development

Grants under this Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

(3) All of City's obligations under this Agreement, including but not limited to City's obligation to pay the Economic Development Grants to Developer, shall be subject to City having completed all hearings and other procedures required to amend the Urban Renewal Plan to describe the Urban Renewal Project being undertaken in accordance with this Agreement by no later than December 31, 2025. City shall use best efforts to amend the Urban Renewal Plan by December 31, 2025.

3.2 Other than the Economic Development Grants required by Section 3.1, City shall have no obligation to provide any other funds to Developer.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Developer for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF EMPLOYER.

5.1 Job Creation and Maintenance. During the term of this Agreement, Employer shall comply with the following employment-related covenants for the Property:

(1) Employer represents that the number of fulltime equivalent (FTE) employees employed by Employer at 8025 Chavenelle Road as of January 1, 2024 is forty (40). Employer shall create and maintain 10 additional FTE employees employed by Employer whose primary place of employment is 8025 Chavenelle Road by October 1, 2028 and during the remaining Term of this Agreement for a total of Fifty (50) FTE employees whose primary place of employment is at 8025 Chavenelle Road and the Facility. FTE employees shall be calculated by adding fulltime and part-time employees together using 2080 hours per year as a FTE employee.

(2) For the FTE positions that Employer fails to create and maintain for any year during the term of this Agreement, the semi-annual Developer Economic Development Grants for such year under Section 3.1(1) shall be reduced by the percentage that the number of positions Employer fails to create or maintain as required by this Section 5.1 bears to the total number of positions required to be created and maintained (10 FTEs) by this Section 5.1. (For example, if Employer has 40 FTE employees employed by Employer, the semi-annual Developer Economic Development Grants to be paid for that year would be reduced by 20% (40/50 employees) of the Tax Increment Revenues received by City). The reduction of the semi-annual Developer Economic Development Grants shall be

City's sole remedy for the failure of Employer to meet the job creation requirements of this subsection 5.1(2).

(3) Employer's job creation and maintenance obligation under Section 5.1(1) terminates after October 1, 2038.

5.2 Certification. To assist City in monitoring the performance of Employer hereunder, as of October 1, 2028, and again as of October 1 of each year thereafter during the term of this Agreement, a duly authorized officer of Employer shall certify to City in a form acceptable to City (a) the number of FTE positions employed by Employer at 8025 Chavenelle Road and the Facility, and (b) to the effect that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Employer is not or was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such certificate shall be provided not later than October 15, 2028, and by October 15 of each year thereafter. Employer's certification obligations under this Section 5.2 terminate following the final certification on October 1, 2038 (due by October 15, 2038).

5.3 Books and Records. During the term of this Agreement, Developer and Employer shall keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer and Employer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer and Employer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. From and after the Closing Date, Developer shall pay or cause to be paid, when due and before delinquency, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to

the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense (and, from time to time at the request of City, furnish City with proof of insurance in the form of a certificate of insurance for each insurance policy):

All risk builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the replacement value when construction is completed Minimum Improvements, naming City as an additional insured and lender loss payable. Coverage shall include the "special perils" form.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer and Employer, as the case may be, shall maintain, or cause to be maintained, at their respective cost and expense (and from time to time at the request of City shall furnish proof of insurance in the form of a certificate of insurance) all risk property insurance against loss and/or damage to the Minimum Improvements under an insurance policy written in an amount not less than the full insurable replacement value of Minimum Improvements naming City as lender loss payable. Coverage shall include the "special perils" form.

The term "replacement value" shall mean the actual replacement cost of Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(3) Developer agrees to notify City immediately in the case of damage exceeding \$200,000.00 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. The net proceeds of any such insurance (the Net Proceeds) shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the building portions of the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of

any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such Purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions. Nothing in this Agreement, however, shall be deemed to alter any agreements between Developer or any other party including, without limitation, any agreements between the parties regarding the care and maintenance of the Property.

5.8 Non-Discrimination. In carrying out the project, Developer and Employer shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer and Employer agree 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 and Employer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. During the Term of this Agreement, this Agreement may not be assigned by Developer or Employer 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.

5.11 Restrictions on Use. 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 Renewal Plan (and City represents and agrees that use of the Property consistent with its current zoning is in full compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan,) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.12 Release and Indemnification Covenants. Developer agrees to the following conditions of release and indemnification.

(1) Developer releases City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Section, the Indemnified Parties) from and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(2) Except for any gross negligence, willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against City based on an alleged breach of any representation, warranty or covenant of City under this Agreement and/or to

enforce its rights under this Agreement); or (2) the acquisition, construction, installation, ownership, and operation of the Minimum Improvements or (3) the condition of the Property and any hazardous substance or environmental contamination located in or on the Property, caused and occurring after Developer takes possession of the Property.

(3) The Indemnified Parties shall not be liable to Developer or Employer for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be on, in or about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

(4) All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City, and not of any governing body member, officer, agent, servant or employee of City in their individual capacity thereof.

(5) The provisions of this Section shall survive the termination of this Agreement.

5.13 Compliance with Laws. Developer and Employer shall comply with all federal, state, and local laws, rules and regulations relating to its businesses, other than laws, rules and regulations for which 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 or Employer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES.

6.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.

(2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer in any portion of the Property or the Minimum Improvements in violation of the provisions of this Agreement.

(4) Failure by Developer or Employer to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2 Remedies on Default by Developer. Whenever any Event of Default referred to in Section 6.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and the Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

(1) City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;

(2) Until the Closing Date, City may cancel and rescind this Agreement;

(3) City may withhold the Certificate of Completion; or

(4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer or Employer 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 Employer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer or Employer may suspend performance under this Agreement until it receives assurances from City, deemed adequate by Developer or Employer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS.

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

(1) If to Developer:

SJR Properties, L.L.C.
Attn: Tom Rauen
8025 Chavenelle Road
Dubuque, IA 52001
Phone:
Fax:

With Copy to:

Drake Law Firm PC
Attn: Flint Drake
300 Main Street, STE 323
Dubuque, IA 52001
Phone: (563) 582-2000

(2) If to Employer:

Universal Tank & Fabrication, Inc.
Attn: Dan Davis
8025 Chavenelle Road
Dubuque, IA 52002
Phone:

With copy to:
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Attn: Nathan J. Neuberger

(3) If to City:

City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to:
City Attorney
City Hall
50 W. 13th Street
Dubuque, Iowa 52001

or at such other address with respect to any party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and Employer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2038 (the Termination Date).

7.5 Execution By Facsimile. The parties agree that this Agreement may be transmitted among them by email or facsimile machine. The parties intend that the emailed or faxed signatures constitute original signatures and that an emailed or faxed Agreement containing the signatures (original, emailed or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit G 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 and Employer has caused this Agreement to be duly executed.

CITY OF DUBUQUE, IOWA

SJR PROPERTIES, L.L.C.

By: _____
Brad M. Cavanagh, Mayor

By: Tom Rauen
Tom Rauen (Nov 13, 2024 13:43 CST)
Tom Rauen, Manager

Attest:

By: _____
Adrienne N. Breitfelder, City Clerk

**UNIVERSAL TANK & FABRICATION,
INC.**

By: _____
Dan Davis, President

LIST OF EXHIBITS

Exhibit A	Urban Renewal Plan
Exhibit B	Opinion of Counsel to City
Exhibit C	Opinion of Counsel to Developer
Exhibit D	Opinion of Employer's Counsel
Exhibit E	City Certificate
Exhibit F	Certificate of Completion
Exhibit G	Memorandum of Development Agreement

EXHIBIT A

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT B

OPINION OF COUNSEL TO CITY

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement by and among SJR Properties, L.L.C. (Developer), Universal Tank & Fabrication, Inc. (Employer) 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.
Senior Counsel

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 By and Among the City of Dubuque, Iowa, SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

Dear Mayor and City Councilmembers:

We have acted as counsel for SJR Properties, L.L.C., (Developer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer, Universal Tank & Fabrication, Inc. and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is an Iowa limited liability company with its principal place of business at Dubuque, 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. To the best of our knowledge, there are no actions, suits or proceedings

pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

We have examined such documents and certificates of public officials and officers of the Developer as we have deemed necessary for the purposes of this opinion. As to the existence of facts which are material to this opinion, we have relied upon certificates of public officials, statements by officers and resolutions of the Members of the Developer. In rendering our opinion, we have assumed (i) the legal capacity of all natural persons and the capacity and corporate power of all parties to the documents examined by us other than the Developer, (ii) the due authorization, execution and delivery of each document examined by us, by all parties to such documents other than the Developer, (iii) the genuineness of all signatures other than the signatures of the representatives of the Developer, (iv) the authenticity of all documents submitted to us as originals; (v) the conformity to original documents of all documents submitted to us as copies; and (vi) the City has no knowledge, direct or through their counsel, which would render any of the representations set forth herein inaccurate or incorrect. We have not made any independent investigation to verify any assumptions made herein, and have not undertaken any factual investigation into the business, properties, agreements or litigation of the Developer for the purpose of rendering the opinions expressed herein. There may exist matters of a factual nature which could have a bearing on our opinions expressed herein, with respect to which we have not been consulted or are otherwise unaware. Where used herein, the language "to the best of our knowledge" or language of similar nature means to our actual knowledge with no duty to inquire further of any person or document. Said language is intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the Developer, or whom we reasonably believe have knowledge of the affairs of the Developer. We have assumed that all representations and warranties made by any party to the Development Agreement are true and correct. We have examined the law, the resolutions of the members of Developer, the Development Agreement, and such company proceedings of the Developer and such other documents, certificates, instruments and matters as we deem necessary to render this opinion.

The foregoing opinions are subject to:

(a) Equitable principles of general applicability (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, public policy, equitable subordination and the possible unavailability of specific performance or

injunctive relief), regardless of whether considered in a proceeding in equity or at law or whether codified by statute;

(b) The unenforceability of provisions purporting to waive rights, claims, demands, liabilities or defenses to obligations, known or unknown, suspected or unsuspected, where such waivers are contrary to any applicable law or against public policy;

(c) The unenforceability, under certain circumstances, of provisions of agreements to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy, or that the election of some particular remedy or remedies does not preclude recourse to one or another remedy;

(d) The unenforceability under certain circumstances, of provisions which purport to govern forum selection or consent to jurisdiction; and

(e) The potential to vary the terms of the Development Agreement on the basis of parol evidence.

The opinions set forth herein are given as of the date hereof. We disclaim any obligation to notify you or any other person after the date of this letter if any change in fact and/or law should change our opinion with respect to any matters set forth herein. This opinion is for your benefit only and may not be quoted in whole or in part or otherwise referred to in any documents, or delivered to or filed with any person or entity, or relied upon by any other person or entity, without our prior written consent.

Very truly yours,

EXHIBIT D

OPINION OF EMPLOYER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement By and Among the City of Dubuque, Iowa, SJR Properties, L.L.C. (Developer), and Universal Tank & Fabrication, Inc. (Employer)

Dear Mayor and City Councilmembers:

We have acted as counsel for Universal Tank & Fabrication, Inc., (Employer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) by and among SJR Properties, L.L.C. (Developer), Universal Tank & Fabrication, Inc. (Employer), and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Employer 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 Employer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Employer 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 Employer 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 Employer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Employer is a party or by which Employer's property is bound or subject.

3. To the best of our knowledge, there are no actions, suits or proceedings pending or threatened against or affecting Employer 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 Employer or which in any manner raises any questions affecting the validity of the Agreement or the Employer's ability to perform Employer's obligations thereunder.

We have examined such documents and certificates of public officials and officers of the Employer as we have deemed necessary for the purposes of this opinion. As to the existence of facts which are material to this opinion, we have relied upon certificates of public officials, statements by officers and resolutions of the Board of Directors of the Employer. In rendering our opinion, we have assumed (i) the legal capacity of all natural persons and the capacity and corporate power of all parties to the documents examined by us other than the Employer, (ii) the due authorization, execution and delivery of each document examined by us, by all parties to such documents other than the Employer, (iii) the genuineness of all signatures other than the signatures of the representatives of the Employer, (iv) the authenticity of all documents submitted to us as originals; (v) the conformity to original documents of all documents submitted to us as copies; and (vi) the City has no knowledge, direct or through their counsel, which would render any of the representations set forth herein inaccurate or incorrect. We have not made any independent investigation to verify any assumptions made herein, and have not undertaken any factual investigation into the business, properties, agreements or litigation of the Employer for the purpose of rendering the opinions expressed herein. There may exist matters of a factual nature which could have a bearing on our opinions expressed herein, with respect to which we have not been consulted or are otherwise unaware. Where used herein, the language "to the best of our knowledge" or language of similar nature means to our actual knowledge with no duty to inquire further of any person or document. Said language is intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the Employer, or whom we reasonably believe have knowledge of the affairs of the Employer. We have assumed that all representations and warranties made by any party to the Development Agreement are true and correct. We have examined the law, the resolutions of the Board of Directors of Employer, the Development Agreement, and such company proceedings of the Employer and such other documents, certificates, instruments and matters as we deem necessary to render this opinion.

The foregoing opinions are subject to:

(a) Equitable principles of general applicability (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, public policy, equitable subordination and the possible unavailability of specific performance or injunctive relief), regardless of whether considered in a proceeding in equity or at law or whether codified by statute;

(b) The unenforceability of provisions purporting to waive rights, claims, demands, liabilities or defenses to obligations, known or unknown, suspected or unsuspected, where such waivers are contrary to any applicable law or against public policy;

(c) The unenforceability, under certain circumstances, of provisions of agreements to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy, or that the election of some particular remedy or remedies does not preclude recourse to one or another remedy;

(d) The unenforceability under certain circumstances, of provisions which purport to govern forum selection or consent to jurisdiction; and

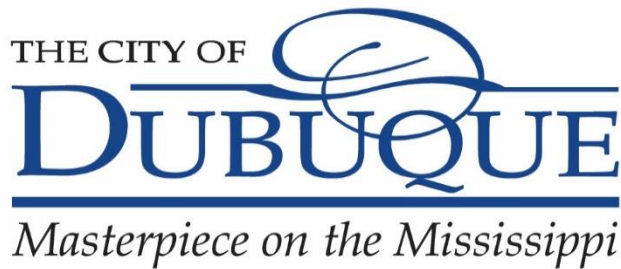
(e) The potential to vary the terms of the Development Agreement on the basis of parol evidence.

The opinions set forth herein are given as of the date hereof. We disclaim any obligation to notify you or any other person after the date of this letter if any change in fact and/or law should change our opinion with respect to any matters set forth herein. This opinion is for your benefit only and may not be quoted in whole or in part or otherwise referred to in any documents, or delivered to or filed with any person or entity, or relied upon by any other person or entity, without our prior written consent.

Very truly yours,

EXHIBIT E

CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Re: Development Agreement By and Among the City of Dubuque, Iowa, SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

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 by and among SJR Properties, L.L.C., (Developer), and Universal Tank & Fabrication, Inc. (Employer), and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer and Employer that:

(1) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement do not and shall not result in any material breach of any terms or conditions of any mortgage, bond, indenture, agreement, contract, license, or other instrument or obligation to which City is a party or by which either the City or the Property being conveyed are bound, nor shall the execution, delivery and performance of this Agreement violate any statute, regulation, judgment, writ, injunction or decree of any court threatened or entered in a proceeding or action in which City may be bound or to which either City or the Property being conveyed may be subject.

(2) 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. City's attorney shall issue a legal opinion to Developer and Employer at time of

closing confirming the representation contained herein, in the form attached hereto as Exhibit C.

(13) City shall exercise its best efforts to assist with Developer and Employer in the development process.

(14) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(15) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:jh

EXHIBIT F

CERTIFICATE OF COMPLETION

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

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (City) has entered into a Development Agreement with SJR Properties, L.L.C. (Developer) and Universal Tank & Fabrication, Inc. (Employer) dated as of [Date], related to certain real property located within the Dubuque Industrial Center Economic Development District of the Grantor and as more particularly described as follows:

Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Iowa, according to the recorded plat thereof.

(the "Property"); and

WHEREAS, the Development Agreement contained certain covenants and conditions with respect to the development of the Property, and obligated Developer to construct certain Minimum Improvements in accordance with the Agreement; and

WHEREAS, Developer 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 City to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Development Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements on the Property have been completed and performed by Developer to the satisfaction of City and such covenants and conditions are hereby terminated.

The 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 of the Development Agreement and the Development Agreement shall otherwise remain in full force and effect.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. 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 Michael C. Van Milligen, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Dubuque, Iowa, a municipal corporation, and that the instrument was signed on behalf of the corporation, and Michael C. Van Milligen acknowledged the execution of the instrument to be his voluntary act and deed.

Notary Public in and for said State

EXHIBIT G

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the **City of Dubuque, Iowa**, an Iowa municipal corporation, of Dubuque, Iowa, SJR PROPERTIES, L.L.C., and UNIVERSAL TANK & FABRICATION, INC. was made regarding the following described premises:

Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Iowa, according to the recorded plat thereof.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the 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 _____, 2024.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Esq., Senior Counsel

STATE OF IOWA

: SS:

DUBUQUE COUNTY

On this ____ day of _____, 2024, 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

UT Development Agreement

Final Audit Report

2024-11-13

Created:	2024-11-13
By:	Sam DeGree (sdegree@drakelawpc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuEmbZI0m5fLsSz35-hpazl4bIKKuPjuU

"UT Development Agreement" History

-  Document created by Sam DeGree (sdegree@drakelawpc.com)
2024-11-13 - 7:40:19 PM GMT- IP address: 199.10.4.17
-  Document emailed to Tom Rauen (tom@1800tshirts.com) for signature
2024-11-13 - 7:40:28 PM GMT
-  Email viewed by Tom Rauen (tom@1800tshirts.com)
2024-11-13 - 7:42:36 PM GMT- IP address: 66.249.84.68
-  Document e-signed by Tom Rauen (tom@1800tshirts.com)
Signature Date: 2024-11-13 - 7:43:28 PM GMT - Time Source: server- IP address: 76.53.214.190
-  Agreement completed.
2024-11-13 - 7:43:28 PM GMT

RESOLUTION NO. ____-24

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, SJR PROPERTIES, L.L.C., AND UNIVERSAL TANK & FABRICATION, INC., INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS TO SJR PROPERTIES, L.L.C., AND PROVIDING FOR THE PUBLICATION OF NOTICE THEROF

Whereas, SJR Properties, L.L.C. (Developer) is the owner of the following described real estate:

Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Iowa, according to the recorded plat thereof locally known as 8025 Chavenelle Road

(the Property)

;and

Whereas, Universal Tank & Fabrication, Inc. (Employer) requires a facility for its operations and has entered into a Lease Agreement with Developer for the Property; and

Whereas, City, Developer, and Employer have entered into a Development Agreement, subject to the approval of the City Council, pursuant to which Developer will renovate the Property including certain Improvements described in the Development Agreement; and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Development Agreement; and

Whereas, the Development Agreement provides for the issuance by City of economic development grants to SJR Properties, L.L.C., for Developer's obligations to construct the Minimum Improvements and Employer's obligations to create and maintain employees, payable from the tax increment revenues collected in respect of the Minimum Improvements to be constructed by Developer and Employer in accordance with the Development Agreement, for the purpose of carrying out the objectives of an Urban Renewal Plan as hereinafter described; and

Whereas, before said obligations may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 2nd day of December, 2024 at 6:30 p.m. The official agenda will be posted on Friday, November 29, 2024 and will contain listening, viewing, and public input options. The City Council agenda may be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc., the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Dubuque Industrial Center Urban Renewal Area, consisting of the funding of economic developments grants to SJR Properties, L.L.C. pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$330,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 18th day of November, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 6.

ITEM TITLE: Setting a Public Hearing on Proposed Second Amendment to Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society

SUMMARY: City Manager recommending City Council adopt the attached resolution setting a public hearing for December 2, 2024, on a proposed Second Amendment to the Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Second Amendment To The Lease Agreement By And Between The City Of Dubuque, Iowa, And Dubuque County Historical Society And Providing For The Publication Of Notice Thereof

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for December 2, 2024

ATTACHMENTS:

1. MVM Memo
2. Staff memo
3. Ham House Lease Agreement Second Amendment
4. Resolution
5. Public Notice

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

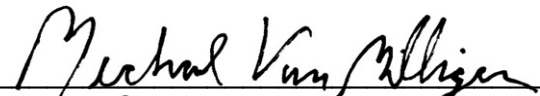
SUBJECT: Setting a Public Hearing on Proposed Second Amendment to Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society

DATE: November 14, 2024

Leisure Services Director Marie Ware is recommending City Council adopt the attached resolution setting a public hearing for December 2, 2024, on a proposed Second Amendment to the Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society.

The Parks and Recreation Commission reviewed the Second Amendment at their November 12, 2024, meeting and it was unanimously approved.

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
Marie Ware, Leisure Services Director
Steve Fehsal, Parks Division Manager
Jared Charland, Project and Facilities Manager
Kurt Strand, President and CEO, Dubuque County Historical Society

TO: Michael C. Van Milligen, City Manager
FROM: Marie L. Ware, Leisure Services Director
SUBJECT: Setting a Public Hearing on Proposed Second Amendment to Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society
DATE: November 13, 2024

INTRODUCTION

The purpose of this memo is to request the City Council to adopt the attached resolution setting a public hearing for December 2, 2024 on a proposed Second Amendment to the Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society.

BACKGROUND

The City's current lease with Dubuque County Historical Society is in full effect and has had one amendment.

DISCUSSION

Dubuque County Historical Society requested an extension to the Term and clarifications to the Lease Agreement. This Second Amendment allows grant funders to approve funding based upon the long-term commitment of the City and Dubuque County Historical Society to continue its current relationship as outlined in the original Lease Agreement approved in 2006. The relationship has been beneficial to both parties. The Historical Society specializes in historic structures and the interpretation of those assets. The City specializes in capital projects related to facilities owned by the City. Mathias Ham House and its buildings and grounds are owned by the City of Dubuque.

The current Lease Agreement has a Term ending on May 31, 2031. The Second Amendment would extend the Term to May 31, 2054. The Second Amendment also clarifies specifics related to the City as the Lessor and Dubuque County Historical Society as the Lessee. This will aid in strengthening and clarifying the roles of each into the future. The topics outlined in the Second Amendment for clarification have come up

in more recent discussions during bi-yearly meetings between the two entities. It was felt best to codify these clarifications of duties and roles of each.

The Second Amendment to the Lease Agreement was developed, reviewed, and approved by Senior Counsel Barry Lindahl. The proposed Lease Amendment has also been reviewed, approved, and signed by the Dubuque County Historical Society.

The Parks and Recreation Commission reviewed the Second Amendment and unanimously approved at their November 12, 2024 meeting.

ACTION REQUESTED

I respectfully request the City Council adopt the attached resolution setting a public hearing for December 2, 2024 on a proposed Second Amendment to Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society.

cc: Steve Fehsal, Parks Division Manager
Jared Charland, Project and Facilities Manager
Kurt Strand, President and CEO

**SECOND AMENDMENT
TO
LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE COUNTY HISTORICAL SOCIETY**

This Second Amendment to Lease Agreement, dated for reference purposes the ____ day of _____, 20__, is made and entered into by the City of Dubuque, Iowa, a municipal corporation (Lessor) and the Dubuque County Historical Society, an Iowa nonprofit corporation (Lessee).

WHEREAS, Lessor and Lessee previously entered into a Lease Agreement dated May 15, 2006 (the Lease Agreement), as amended by the First Amendment, regarding real property commonly referred to as the "Ham House" located at 2241 Lincoln Avenue, Dubuque, Iowa; and

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and covenants contained herein, Lessor and Lessee agree as follows:

Section 1. Article I. Section 1 is amended to read as follows:

1. In consideration of the rents hereinafter reserved and the terms, covenants, conditions and agreements set forth in this Lease, Lessor hereby leases to Lessee the real property commonly referred to as the "Ham House" located at 2241 Lincoln Avenue Dubuque, Iowa, legally described in Exhibit A, attached hereto, together with any and all easements and appurtenances thereto and subject to any easements or restrictions of record (the "Demised Premises"), to have and to hold for a term that commenced on June 1, 2006 until midnight on May 31, 2031, subject to all of the terms, covenants, conditions and agreements contained herein.

Section 2. Article III. Section 3.2 is amended to read as follows:

3.2. Improvements. On delivery of possession of the Demised Premises to Lessee, Lessee shall be entitled to construct on the Demised Premises all structures, buildings or other improvements as agreed upon in writing by the Lessor and Lessee (the "Improvements"). Lessor covenants and agrees to keep and maintain the exterior of the Demised Premises including all aspects of outward-facing windows and doors on the Principal Structure (Ham House), including in scope the storm covers as part of the complete unit. . Lessee covenants and agrees to keep and maintain the interior of the Demised Premises in good repair and any improvements to the interior thereof shall be made at the Lessee's expense. Lessor shall have the right, in its reasonable discretion,

to approve the design, appearance and quality of any such Improvements, which approval shall not be unreasonably withheld or delayed. It shall be unreasonable for Lessor to withhold such consent if such design, appearance and quality are generally compatible with other such buildings in the area. Lessor agrees to provide all permits, variances and approvals reasonably required to develop and construct the proposed meeting and entertainment center on the Demised Premises, as set forth in Article I of the Lease. All improvements presently on the Demised Premises and all Improvements hereafter constructed on the Demised Premises are and shall be the property of Lessee during the continuance of the term of this Lease and no longer. Upon any termination of this Lease, by reason of any cause whatsoever, if the Improvements or any part thereof shall then be on the Demised Premises, all of Lessee's right, title, and interest therein shall cease and terminate, and title to the Improvements shall vest in Lessor, and the Improvements or the part thereof then within the Demised Premises shall be surrendered by Lessee to Lessor. No further deed or other instrument shall be necessary to confirm the vesting in Lessor of title to the Improvements. However, upon any termination of this Lease, Lessee, upon request of Lessor, shall execute, acknowledge, and deliver to Lessor a deed confirming that all of Lessee's right, title, and interest in or to the Improvements has expired, and that title to the Improvements has vested in Lessor.

Section 3. Article VI. Section 6 is amended by adding the following:

6.1. Lessor agrees to provide reoccurring preventative maintenance to care of the roof and chimneys in the form of yearly inspections and application of protective sealant as needed or every 5 years.

6.2. Any alteration or additions to external lighting of the Principal Structure and its grounds shall be maintained by Lessor with recommendations from Lessee to not impede or diminish its Historic Register status.

6.3. While Lessee may conduct minor improvements to the external maintenance of the Principle Structure as needed, Lessor agrees to keep the external façade of the Principal Structure in good repair, including external painting to match historic period of significance (1839-1905).

6.4. Lessee agrees to provide maintenance and repair to the HVAC system of the Principal Structure until the system is at end of life per accepted HVAC system life standards. Lessee and Lessor will be jointly and equally responsible for all costs related to the replacement of the HVAC system when it is at end of life as the HVAC system affects both the interior and exterior of the Principal Structure.

Section 4. Article VII is amended from COMPLIANCE WITH LAW to COMPLIANCE WITH LAW AND TITLE VI/NON-DISCRIMINATION ASSURANCES

Section 5. Article VII is amended by adding the following:

7.3 The lessee for himself/herself, his/her heirs, personal representatives, successors

in interest, and assigns, as a part of the consideration hereof, does hereby as a covenant running with the land and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

7.4 With respect to the agreement, in the event of breach of any of the above Non-discrimination covenants, City of Dubuque will have the right to terminate the agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

7.5 During the performance of this agreement, the lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "lessee") agrees to comply with the following non-discrimination statutes and authorities; 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 USC § 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 th
- H. e Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- I. 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;

- J. 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);
- K. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- L. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- M. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Section 6. All other terms and conditions of the Lease Agreement shall remain in full force and effect.

LESSOR:

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanaugh, Mayor

LESSEE:

DUBUQUE COUNTY HISTORICAL SOCIETY

By: _____
President and CEO

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. _____-24

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE SECOND AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND DUBUQUE COUNTY HISTORICAL SOCIETY AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, City is the owner of a public facility known as Mathias Ham House (the Ham House) which is leased to Dubuque County Historical Society with a legal description of Lots 530, 1 of 531, 2 of 531 and 532 all in Hams Addition, in the City of Dubuque; and

WHEREAS, Dubuque County Historic Society desires to extend the current lease period and continue to operate the Ham House; and

WHEREAS, it is deemed to be in the best interest of both parties to the Lease Agreement and to the public in general that the Dubuque County Historical Society lease and operate the Ham House as a historic site.

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

Section 1. That the City Council of the City of Dubuque, Iowa, proposes to approve the Second Amendment of the Lease Agreement to Dubuque County Historical Society.

Section 2. That the City Council shall conduct a public hearing on the proposed Second Amendment to the Lease Agreement in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa on the 2nd day of December 2024, beginning at 6:30 PM.

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

Passed, approved, and adopted this 18th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**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 2nd day of December, 2024 at 6:30 p.m. in the Historic Federal Building, 350 West 6th Street, second floor, Dubuque, Iowa, at which meeting the City Council proposes to approve a Second Amendment to Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society for the Ham House property legal described as follows: Lots 530, 1 of 531, 2 of 531 and 532 all in Hams Addition, in the City of Dubuque..

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. Written comments regarding the above public hearing may be submitted to the City Clerk's Office, City Hall, 50 W. 13th Street, on or 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 during normal working hours.

Individuals with limited English proficiency, vision, hearing or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, 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 18th day of November 2024.

Adrienne N. Breitfelder
City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 7.

ITEM TITLE:	Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2024.3
SUMMARY:	City Manager recommending City Council adopt a resolution that 1) authorizes and directs the City Manager to prepare a proposed Amended and Restated Urban Renewal Plan, Version 2024.3 ("Plan") for the Greater Downtown Urban Renewal Area ("Area") and 2) sets a public hearing on the proposed Amended and Restated Urban Renewal Plan, Version 2024.2 for December 16, 2024. RESOLUTION Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan, Version 2024.3, For The Greater Downtown Urban Renewal Area And Setting The Date For A Public Hearing And Consultation On The Proposed Amended And Restated Urban Renewal Plan, Version 2024.3, For Said Area
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for December 16, 2024
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Notice of Hearing 4. Area Map 5. Area Legal Description 6. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2024.3

DATE: November 14, 2024

Economic Development Director Jill Connors is recommending City Council adopt a resolution that 1) authorizes and directs the City Manager to prepare a proposed Amended and Restated Urban Renewal Plan, Version 2024.3 ("Plan") for the Greater Downtown Urban Renewal Area ("Area") and 2) sets a public hearing on the proposed Amended and Restated Urban Renewal Plan, Version 2024.2 for December 16, 2024.

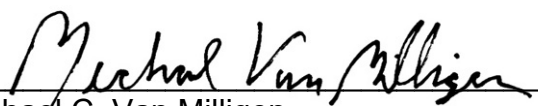
The proposed Amended and Restated Urban Renewal Plan would include new projects and updates to existing projects under the public purpose activities. The following projects are required to be in the Greater Downtown Urban Renewal Plan for the planned issuance of debt related to urban renewal activities:

- Deconstruction of the ABC Supply Building at 100 South Main Street
- Upgrades to the dehumidification system at the ImOn Arena
- Implementation of the Smart Parking System
- Major maintenance repairs at various parking ramps
- Renovation of the Historic Federal Building
- Construction of the Iowa Amphitheater on Schmitt Island

The following new projects must be added to the urban Renewal Plan for the Greater Downtown Urban Renewal Area to accommodate the anticipated issuance of urban renewal tax increment incentives under development agreements with the following entities:

- Limestone Legacy, LLC
- 1400 Central, LLC
- Miller Companies, LLC
- Nia Neighborhoods Opportunity Zone Fund, LLC

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: **Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2024.3**

DATE: November 13, 2024

INTRODUCTION

This memorandum presents for City Council consideration a resolution that 1) authorizes and directs the City Manager to prepare a proposed Amended and Restated Urban Renewal Plan, Version 2024.3 ("Plan") for the Greater Downtown Urban Renewal Area ("Area") and 2) sets a public hearing on the proposed Amended and Restated Urban Renewal Plan, Version 2024.2 for December 16, 2024.

The proposed Amended and Restated Urban Renewal Plan would include new projects and updates to existing projects under the public purpose activities.

BACKGROUND

The Area was originally established in 1967. It has been amended and restated on several occasions over the years to expand the boundaries to assist with redevelopment efforts of multiple key landmark buildings and areas in the city's urban core.

Before a municipality can exercise the authority conferred by Iowa Code Chapter 403 "Urban Renewal", a resolution of necessity must be adopted finding that the area being considered for urban renewal Area designation is either a slum, blighted or economic development area and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of the area is necessary in the interest of the public health, safety or welfare of the residents of the city.

DISCUSSION

The proposed Amended and Restated Urban Renewal Plan would include new projects and updates to existing projects under the public purpose activities. The following projects are required to be in the Greater Downtown Urban Renewal Plan for the planned issuance of debt related to urban renewal activities:

- Deconstruction of the ABC Supply Building at 100 South Main Street
- Upgrades to the dehumidification system at the ImOn Arena
- Implementation of the Smart Parking System
- Major maintenance repairs at various parking ramps
- Renovation of the Historic Federal Building
- Construction of the Iowa Amphitheater on Schmitt Island

The following new projects must be added to the urban Renewal Plan for the Greater Downtown Urban Renewal Area to accommodate the anticipated issuance of urban renewal tax increment incentives under development agreements with the following entities:

- Limestone Legacy, LLC
- 1400 Central, LLC
- Miller Companies, LLC
- Nia Neighborhoods Opportunity Zone Fund, LLC

The attached resolution directs staff to prepare an Amended and Restated Urban Renewal Plan, Version 2024.3, to add projects to the Public Purpose Activities, as required by Iowa Code Chapter 403, along with a consultation process that provides the Dubuque County and Dubuque Community School District an opportunity to comment on the proposed Amended and Restated Urban Renewal Plan, Version 2024.3 prior to the required City Council public hearing. Additionally, to the extent the Plan includes the use of tax increment revenues for a public building, an analysis must be provided demonstrating alternative development and funding options for such public buildings.

A City Council public hearing on the proposed Amended and Restated Urban Renewal Plan, Version 2024.3 will be scheduled for December 16, 2024. The public notice will be published the required four-to-twenty days before the meeting which will allow time for preparation of the Amended and Restated Urban Renewal Plan, Version 2024.3, preparation of the public building analysis (if applicable) and the consultation process with the taxing entities.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached Resolution of Necessity that begins the process of creating an Amended and Restated Urban Renewal Plan, Version 2024.3 for

the Greater Downtown Urban Renewal Area and any other applicable updating that may be necessary.

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 16th day of December, 2024, 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 adopting the Amended and Restated Urban Renewal Plan, Version 2024.3, for the Greater Downtown Urban Renewal Area ("the Area") to add projects to the Public Purpose Activities.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

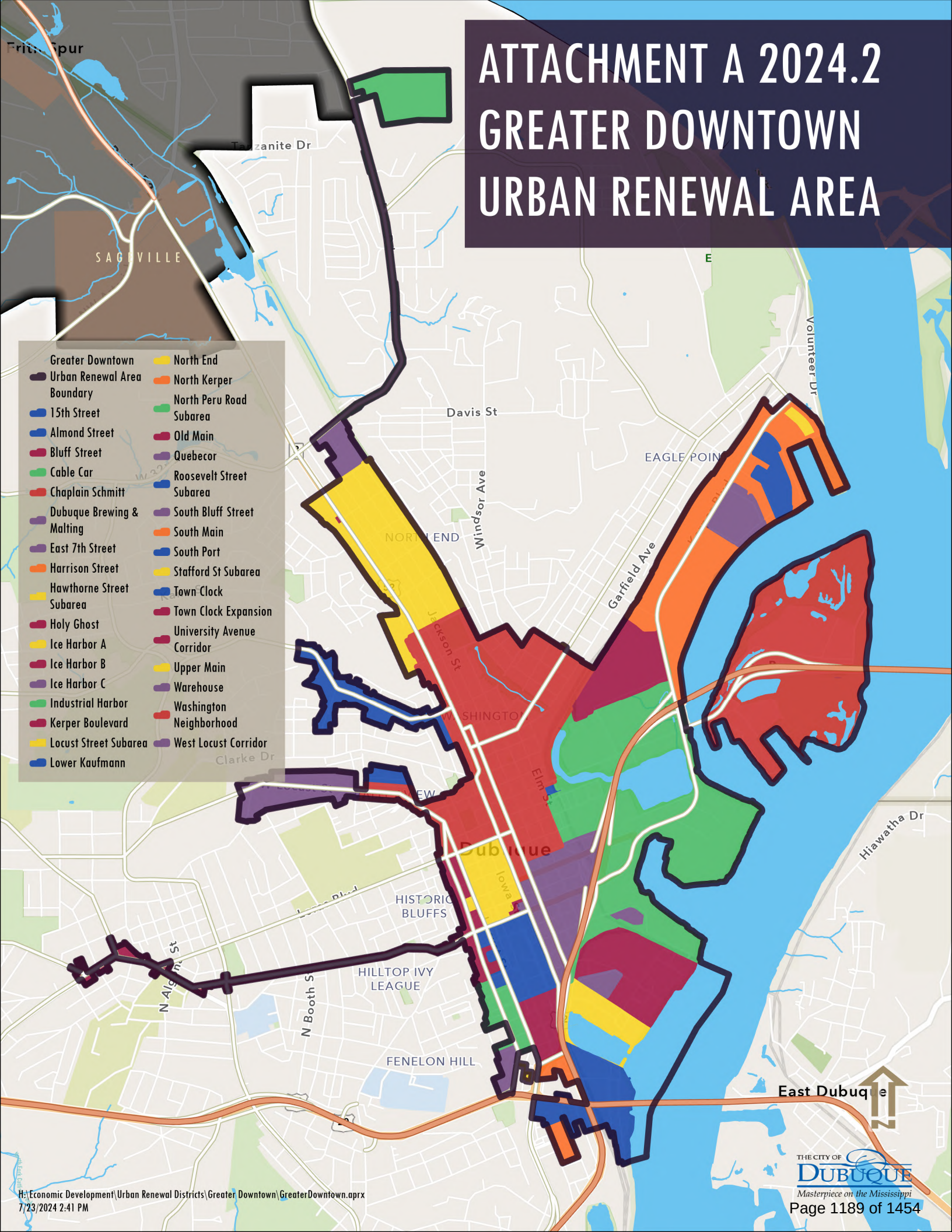
Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 18th day of November 2024.

Adrienne N. Breitfelder, City Clerk

ATTACHMENT A 2024.2 GREATER DOWNTOWN URBAN RENEWAL AREA



Greater Downtown Urban Renewal District

Updated July 23, 2024

District Boundary Description by Subarea

1. Town Clock Subarea of the District shall include that area described as follows: Beginning at the intersection of the north right-of-way line of Ninth Street with the east right-of-way line of Central Avenue; thence south along the east right-of-way line of Central Avenue to its intersection with the south right-of-way line of Fourth Street; thence west along the south right-of-way line of Fourth Street to its intersection with the west right-of-way line of Locust Street; thence north along the west right-of-way line of Locust Street to its intersection with the north right-of-way line of Ninth Street, but also including the adjacent City Lots 623 and 624 (Dubuque Museum of Art), the Locust Street Parking Ramp between 8th and 9th Streets and the former U.S. Federal Building located on City Lots 101, 102, 139, 140, and the N 54.5' of City Lots 103 & 138, and the vacated alley between said lots; thence east along the north right-of-way line of Ninth Street to its intersection with the east right-of-way line of Central Avenue, and point of beginning, including all public rights-of-way.
2. Town Clock Expansion Subarea shall include the following described properties: South 1/2 of City Lot 167, City Lot 168 and City Lot 168A (Iowa Inn property); and Lots 1 & 2 of City Lots 204, 205, 206, 207 and 208, N. 23' of City Lot 263, S. 28.5' of City Lot 263, N. 1/2 of City Lot 262, S. 1/2 of City Lot 262, N. 1/2 of City Lot 261 (Parking Lot Number 1), all in the City of Dubuque, Iowa and any adjoining public right-of-way
3. Old Main Subarea of the District shall include that area generally bounded on the North by Fourth Street, on the West by Locust Street, on the South by the Locust Street Connector and on the East by the U.S. Highway 151/61 right-of-way, including all public rights-of-way.
4. Upper Main Subarea of the District shall include that area generally bounded on the North by Fourteenth Street, on the West by Locust Street but including City Lots 658A, 659, 660, and the balance of City Lots 658 (Carnegie-Stout Public Library), on the South by the northerly boundary of the Town Clock Subarea and on the East by Central Avenue, and including all public rights-of-way.
5. Ice Harbor Subarea A of the District shall include that area generally bounded on the north by the public alley located between the vacated Fourth Street and Third Street, on the west by the Chicago, Central and Pacific Railroad right-of-way, on the south by East First Street and on the east by the municipal limits of the City of Dubuque, Iowa and including any adjoining public right-of-way.
6. Ice Harbor Subarea B of the District shall include that area generally bounded on the north and west by the Chicago, Central and Pacific Railroad right-of-way, on the south by the northerly boundary of Subarea A and on the east by

Attachment D

the municipal limits of the City of Dubuque including any adjoining public right-of-way.

7. Ice Harbor Subarea C of the District shall include Lot 1-2 and Lot 2-2 of Adams Company's 4th Addition, and all that part of Lot 2-1 of Adams Company's 4th Addition lying west of the northerly extension of the westerly line of the Balance of Lot 3 of Adams Company's 2nd Addition, in the City of Dubuque, Iowa including any adjoining public right-of-way.

8. Warehouse Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of 11th Street and Central Avenue in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northeasterly along the centerline of 11th Street to a point of intersection with the centerline of White Street; Thence northwesterly along the centerline of White Street to a point of intersection with the centerline of 12th Street; Thence northeasterly along the centerline of 12th Street and extension thereof to a point of intersection with the centerline of US Highways 151 and 61; Thence southwesterly along the centerline of US Highways 151 and 61 to a point of intersection with the centerline of 4th Street extended; Thence southwesterly along the centerline of 4th Street and extension thereof to a point of intersection with the centerline of Central Avenue; Thence northwesterly along the centerline of Central Avenue to a point of intersection with the centerline of 9th Street; Thence southwesterly along the centerline of 9th Street to a point of intersection with the westerly line of City Lot 259 extended southerly; Thence northwesterly along the westerly line of City Lot 259, and Lots 1 and 2 of the Subdivision of the South ½ of City Lot 261 and City Lot 260 to the southwest corner of the N ½ of City Lot 261; Thence northeasterly along the southerly line of the N ½ of City Lot 261 and extension thereof to a point of intersection with the centerline of Central Avenue; Thence northwesterly along the centerline of Central Avenue to a point of intersection of 11th Street also being point of beginning.

9. South Main Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at a point of intersection of the centerline of Locust Street with the Locust Street Connector in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northeasterly along the centerline of the Locust Street Connector to a point of intersection with the centerline of US Highways 52, 61, and 151; Thence southeasterly along the centerline of US Highways 52, 61, and 151 to a point of intersection with the centerline of the eastern section of Jones Street extended southwesterly; Thence southwesterly along said extension of the centerline of the eastern section of Jones Street to a point of intersection with the centerline of Main Street; Thence northwesterly along the centerline of Main Street to a point of intersection with the centerline of Jones Street; Thence northwesterly along the centerline of Jones Street to a point of intersection with the easterly line of Lot 2D of vacated Shields Street extended northerly; Thence southeasterly

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along the easterly line of Lot 2D of vacated Shields Street to the southeasterly corner of said Lot 2D; Thence southwesterly along the southerly lines of Lot A and Lot 2D of vacated Shields Street and Lot 1 of 2 of City Lot 543 extended westerly to a point of intersection with the centerline of Locust Street; Thence northeasterly along the centerline of Locust Street to a point of intersection with the centerline of the Second Street Connector, also being the point of beginning.

10. South Port Subarea of the District shall include that area generally bounded by the following description: Beginning at a point of reference at the northwest corner of Lot 2 of AA Cooper Wagon Works Block in the City of Dubuque, Dubuque County Iowa, said point being on the southerly right of way line of East First Street; Thence southeasterly along the southerly right of line of East First Street and extension thereof to the municipal limits of the City of Dubuque; Thence southerly along said municipal limits to a point of intersection with the southern right of way line of Railroad Ave. extended easterly; Thence southwesterly along said right of way line extension there to the southeast corner of Lot A, Block 15 Dubuque Harbor Company's Addition; Thence northwesterly along the easterly line of said Lot A to the northerly right of way line of Railroad Ave., and south line of lot 1 of 5 of Block 27 Dubuque Harbor Company's Addition; Thence northwesterly along the westerly lines of lots 1 of 5, 1 of 4, 1 of 3, 1 of 2 and 1 of 1 of said Block 27 to the south line of lot 4A of said Block 17; Thence westerly to the easterly right of way line of vacated Water Street; Thence northwesterly along said easterly line to the southwesterly corner of lot 2 of said Block 17; Thence westerly along the extension of the southerly line of said Lot 2 to the westerly line of Vacated Water Street; Thence northerly along said westerly right of way line to the southerly corner of Lot 2 of Block 18 of Dubuque Harbor Company's Addition; Thence northwesterly along the westerly line of said Lot 2 to a point of intersection with the southerly right of way line of vacated Charter St; Thence southwesterly along said right of way line and extension thereof the centerline of South Main Street; Thence northwesterly along said centerline to the northerly line of Lot 5, Block 13 Dubuque Harbor Company's Addition extended northeasterly; Thence southwesterly along said line to the easterly line of Lots 7 and 8 of said Block 13; Thence southeasterly along the easterly lines of said Lots 7 & 8 and extension thereof to the centerline of Charter Street; Thence southwesterly along said centerline to the centerline of Salina Street; Thence northwesterly along said centerline to the northerly line of Lot 1 of Harrison Street Place No. 4 extended northeasterly; Thence southwesterly along the northerly lines of said Lot 1 of Harrison Street Place No. 4 extended to the westerly right of way line of Harrison St.; Thence northerly along the easterly line of Lot 3 of Raymond Baumhover Subdivision to the northeast corner of said Lot 3, thence westerly along the northerly line of said Lot 3 and westerly extension thereof to the centerline of relocated South Locust St; Thence northerly along said centerline to the centerline of Dodge St; Thence easterly along said centerline of Dodge Street to a point of intersection with the westerly line of Lot E of vacated Shields Street extended southerly; Thence northerly along said westerly line to the northwest corner of said lot E; Thence easterly along the north line of said lot E and Lot 6 Block 11 of Dubuque Harbor Company's Addition and extension thereof

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to the centerline of Main Street; Thence southeasterly along the centerline of Main St. to the centerline of Dodge Street; Thence easterly along the centerline of Dodge St to the intersection of Highway 61/151; Thence northwesterly along said centerline to a point of intersection with the southerly right of way line of East First Street; Thence southeasterly along said right of way line to the point of beginning.

11. Cable Car Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Second Street and Locust Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of First Street; Thence southwesterly along the centerline of First Street to a point of intersection with the centerline of Bluff Street; Thence northwesterly along the centerline of Bluff Street to a point of intersection with the centerline of Emmett Street; Thence southwesterly along the centerline of Emmett Street to a point of intersection with the centerline of St. Mary's Street; Thence northwesterly along the centerline of St. Mary's Street and to a point of intersection with the northerly line of Cathedral Center extended southwesterly; Thence northeasterly along the northerly line of Cathedral Center to a point of intersection with the westerly right of way line of Bluff Street; Thence northwesterly along said westerly right of way line of Bluff Street and extension thereof to a point of intersection with the centerline of Third Street; Thence southwesterly along the centerline of Third Street to a point of intersection with the westerly line of Lot 1 of the East 78 ft. of the South 100 ft. of Lot 4 of City Lot 692 extended southerly; Thence northwesterly along said westerly line to a point of intersection with the southerly line of Fenelon Point Subdivision; Thence northeasterly along said southerly line to a point of intersection with the westerly line of Lot 2 of 2 of City Lot 692; Thence northwesterly along said westerly line and westerly line of Lot 1 of 2 of City Lot 692 to a point of intersection with the southerly right of way line of W. Fourth Street; Thence northeasterly across W. Fourth Street to the southwest corner of Lot 1 of Evan's Place, said point also being on the northerly right of way line of W. Fourth Street; Thence northwesterly along the west line of said Lot 1 to the southeast corner of Lot 34 of Cooper Heights Addition; Thence continuing northwesterly along the easterly line of Lots 34, 35, 36 and 37 of Cooper Heights Addition to a point of intersection with the southerly right of way line of W. Fifth Street; Thence northeasterly to a point of intersection in the centerline of W. Fifth Street approximately 270 feet southwesterly of the centerline of Bluff Street; Thence northwesterly along the centerline of W. Fifth Street to a point of intersection with the southerly line of Coriell's Dubuque also being the northerly right of way line of W. Fifth Street; Thence northeasterly along said right of way line of W. Fifth St. to the southwest corner of Lot 1 of City Lot 690; Thence northwesterly along the westerly line of said Lot 1 to the northwest corner of said Lot 1; Thence northeasterly along the northerly line of said Lot 1 to the northeast corner of said Lot 1; Thence southeasterly along the easterly line of said Lot 1 to a point of intersection with the northerly line of the south 62.5 ft. of the north 64 ft. of City lot 617; Thence northeasterly along said northerly line and extension thereof

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to a point of intersection with the centerline of Bluff Street; Thence southeasterly along the centerline of Bluff Street to a point of intersection with the northerly line of the south 10 ft. of City Lot 138 extended southwesterly; Thence northeasterly along said northerly line and northerly line of the south 10 ft. of the south 34.6 ft. of City Lot 103 and extension thereof to a point of intersection with the centerline of Locust Street; Thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of Second Street, said point being the point of beginning.

12. Bluff Street Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of W. Sixth Street and Bluff Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; thence southeasterly along the centerline of Bluff Street to a point of intersection with the northerly line of the south 62.5 ft. of the north 64 ft. of City Lot 617 extended southeasterly; thence southwesterly along said northerly line to the easterly line of Lot 1 of City Lot 690; thence northwesterly along the easterly line of said Lot 1 to the northeast corner of said Lot 1; thence southwesterly along the northerly line of said Lot 1 to the northwest corner of said Lot 1; thence southeasterly along the westerly line of said Lot 1 to a point of intersection with northerly right of way line of W. Fifth Street; thence southwesterly along said right of way line of W. Fifth St. to the southeast corner of the South 73' of Lot 13 of Coriell's Dubuque; thence northwesterly 73' along the easterly line of said South 73' of Lot 13 of Coriell's Dubuque to the northeast corner of the South 73' of Lot 13 of Coriell's Dubuque; thence southwesterly along the northerly line of said South 73' of Lot 13 of Coriell's Dubuque to a point of intersection with westerly line of Lot 13 of Coriell's Dubuque; thence northwesterly along said westerly line of Lot 13 to a point of intersection with the southerly line of Lot 33 of Coriell's Dubuque; thence northeasterly along said southerly line of Lot 33 to a point of intersection with the westerly line of Lot 14 of Coriell's Dubuque; thence northwesterly along said westerly line of said Lot 14 to a point of intersection with the southerly line of Lot 34 of Coriell's Dubuque; thence northeasterly along said southerly line of Lot 34 to the easterly line of Coriell's Dubuque; thence northwesterly along said easterly line Lots 34, 35, 36, 37, 38, and 44 of Coriell's Dubuque to the northwest corner of the North 50' of Lot 1 of Lot 1 of City Lot 653; thence northeasterly along the northerly line of said North 50' of Lot 1 of Lot 1 of City Lot 653 to the southeast corner of Lot 1 of McKinlay's Subdivision; thence northwesterly along said easterly line of said Lot 1 and extension thereof to a point of intersection with the centerline of West Eighth Street; thence northwesterly along said centerline of West Eighth Street to a point of intersection with the westerly line of Lot 1 of the Subd'n. of City Lot 688 and part of City Lot 654 extended southerly; thence northwesterly along said westerly line of Lot 1 and extension thereof northerly to a point of intersection with the centerline of West Ninth Street; thence southwesterly along the centerline of West Ninth Street to a point of intersection with the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition; thence northwesterly along said westerly right of Lot 2 of Lot 12 to the northwest corner of said Lot; thence northeasterly along

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the northerly line of said Lot 2 of Lot 12 to the northeast corner of said Lot; thence southeasterly along said easterly line of said Lot 2 of Lot 12 to the southwest corner of Lot 1 of Lot 11 of Central Addition; thence northeasterly along the southerly line of Lot 1 of Lot 11 and Lot 1 of Lot 10 of Central Addition to a point of intersection with the westerly line of Lot 1 of Lot 9 of Central Addition; thence northwesterly along said westerly line of Lot 1 of Lot 9 to a point of intersection with the southerly right of way line of a public alley in Central Addition; thence northeasterly along said southerly line to a point of intersection with the westerly line of Lot 1 of 1 of 10 of Lorimer's Subdivision; thence northwesterly along said westerly line of said Lot 1 of 1 of 10 to the northerly line of Lorimer's Subdivision; thence northeasterly along the northerly line of Lorimer's Subdivision to the southeast corner of a public alley between Corkery's Subdivision and City Lot 655; thence northwesterly along the easterly right of way line of said alley to a point of intersection with West Eleventh Street; thence southwesterly along centerline of West Eleventh Street to a point of intersection with the centerline of Grove Terrace; thence northwesterly along centerline of Grove Terrace to a point of intersection with the northerly right of way line of Arlington Street; thence northeasterly along the northerly right of way line of Arlington Street to the southeast corner of City Lot 769B; thence northwesterly along the easterly line of said City Lot 769B to a point of intersection with the southerly line of Lot 3 of Brown's Subdivision; thence southwesterly along the southerly line of said Lot 3 to the southwest corner of said lot; thence northwesterly along the westerly line of said Lot 3 and extension thereof to a point of intersection with the centerline of Loras Boulevard; thence northeasterly along said centerline to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of W. Eleventh Street; thence southwesterly along the centerline of W. Eleventh Street to a point of intersection with the centerline of Bluff Street; thence southeasterly along the centerline of Bluff Street to a point of intersection with the extension of the southerly line of City Lot 658A; thence northeasterly along the southerly line of City Lot 658A extended and the southerly line of City Lot 658, except the southerly one foot thereof, extended to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of West Ninth Street; thence southwesterly along the centerline of West Ninth Street to a point of intersection with the centerline of Bluff Street; thence southeasterly along the centerline of Bluff Street to a point of intersection with the centerline of West Eighth Street; thence northeasterly along the centerline of West Eighth Street to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the northerly line of City Lot 624 extended northeasterly; thence southwesterly along the northerly line of City Lot 624 extended southeasterly to the centerline of a public alley; thence southeasterly along the centerline of a public alley to a point of intersection with the centerline of W. Seventh Street; thence northeasterly along the centerline of W. Seventh Street to a point of intersection with Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with West Sixth Street; thence

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southwesterly along the centerline of West Sixth Street to a point of intersection with Bluff Street said point being the point of beginning.

13. South Bluff Street Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Emmett Street and Bluff Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; thence southeasterly along the centerline of Bluff Street to a point of intersection with the centerline W. First Street; thence southwesterly along the centerline W. First Street to the centerline of Bluff Street; thence southwesterly along the centerline of Bluff Street to a point of intersection with the centerline Dodge Street; thence southwesterly along the centerline Dodge Street to a point of intersection with the easterly line of Lot 3 of City Lot 694 extended southeasterly; thence northwesterly along the easterly line of said Lot 3 of City Lot 694 and Lot 1-1 and 2-1 of City Lot 694 to the southwest corner of Lot 1-2 of City Lot 694; thence northeasterly along said southerly line of said Lot 1-2 of City Lot 694 to the southeast corner of said Lot; thence northwesterly along said easterly line of Lot 1-2 of City Lot 694 to a point of intersection with the southerly line of Lot 12 of Saint Raphael's Addition; thence northeasterly along said southerly line of said Lot 12 and extension thereof to the centerline of St. Mary's Street; thence northwesterly along the centerline of St. Mary's Street to a point of intersection with the centerline of Emmett St.; thence northeasterly along the centerline of Emmett St. to centerline of Bluff Street, said point being point of beginning.

14. Kerper Boulevard Subarea of the district shall include the following described properties: Lot 1-2, Lot 2-2, Lot 2A, Lot 3 and Lot 6 all in Kerper Industrial Park in the City of Dubuque, Dubuque County, Iowa, also including the entire right of way of Kerper Court and the westerly portion of Kerper Boulevard right of way from the abutting Kerper Court right of way and Lot 3 of Kerper Industrial Park to the centerline of Kerper Boulevard.

15. Washington Neighborhood Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Central Avenue and Loras Boulevard in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence southwesterly along the centerline of Loras Boulevard to a point of intersection with the westerly line of Lot 3 of Brown's Subdivision extended northerly; Thence northerly to the southwest corner of Lot 2-3 of City Lot 667; Thence northwesterly along the westerly line of said Lot 2-3; Thence northeasterly along the northerly line of said Lot 2-3 to a point of intersection with the southeasterly line of Lot 1-3 of City Lot 667; Thence northeasterly along the said southeasterly line to the northeast corner of said Lot 1-3; Thence southwesterly along the northerly line of said Lot 1-3 to a appoint of intersection with the easterly right of way line of Montrose Terrace; Thence northwesterly along said the easterly right of way line to a point of intersection with the easterly right of way line of a public alley between D. N. Cooley's Subdivision and Fairview

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Subdivision; Thence continuing northwesterly along said the easterly alley line to a point of intersection with the southerly right of way line of W. 17th Street; Thence northwesterly crossing W. 17th St. to the most easterly corner of Lot 2-1-1-2 of City Lot 670, said point being at the point of intersection of the north right of way of W. 17th St. and westerly right of way line of W. Locust St.; Thence southwesterly along the north right of way of W. 17th St. to southeast corner of Lot 1-2-2 of City Lot 670; Thence northwesterly along the easterly lines of Lot 1-2-2 and Lot 2-2-2 of City Lot 670 to a point of intersection with the southerly right of way line of Clark St.; Thence northwesterly crossing Clark St. to the southeasterly corner of Welsh Place; Thence northwesterly along the easterly line of said Welsh Place to the northeast corner thereof; Thence southwesterly along the northerly line of said Welsh Place to a point of intersection with the easterly right of way line of a public alley along the westerly side of A. L. Bowen's Subdivision; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of Angella Street; Thence southwesterly along said southerly right of way line to the northeast corner of Lot 12 of Gilliam's Subdivision; Thence northwesterly crossing Angella St. to the most southerly corner of Lot 1 of Gilliam's Subdivision said point being on the northerly right of way line of Angella St.; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of Lot 2 of Alvin Haas Place; Thence southwesterly along the southerly line of Lot 1 and Lot 2 of Alvin Haas Place and the southerly line of the Westerly 40 feet of Lot 3 of Quigley's Subdivision of Out Lot 710 to the most easterly corner of Lot 24 of Quigley's Subdivision of Out Lot 710; Thence westerly along the southerly boundary of Lots 4 through Lots 15 of Quigley's Subdivision Out Lot 710 and the southerly line of Lots 9A, 10 and 11 of Quigley's Subdivision Out Lot 711 to a point of intersection with the easterly right of way line of Pierce Street; Thence northerly along said easterly right of way line and extension thereof to a point of intersection with the northerly right of way line of W. Locust Street; Thence easterly along said northerly right of way line to the easterly right of way line of Foye Street; Thence northerly along said easterly right of way line to a point of intersection with the southerly right of way line of a public alley lying between Almond and W. Locust Sts.; Thence easterly along said southerly right of way line to a point of intersection with the westerly right of way line of Ellis Street; Thence southeasterly along said westerly right of way line to a point of intersection with the northerly right of way line of W. Locust Street; Thence southeasterly crossing Ellis St. to a point of intersection with the easterly right of way line of Ellis St. at the southerly right of way line of Dorgan Place; Thence easterly along said southerly right of way line of Dorgan Place to the northeast corner of Lot 1A of Dorgan's Subdivision No. 2; Thence easterly crossing Dorgan Place to the southwest corner of Lot 5-2 of City Lot 673; Thence northerly along the westerly line of said Lot 5-2 to the northwest corner thereof; Thence easterly along the northerly line of said Lot 5-2 to a point of intersection with the westerly right of way line of Madison Street; Thence easterly crossing Madison St. to the most westerly corner of Lot A-2-1 of City Lot 674, said point being on the easterly right of way line of Madison St. Thence easterly along the northerly line of said Lot A-2-1 to a point of intersection with the easterly right of way line of Main Street; Thence northerly along said

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easterly right of way line to the northwest corner of Lot 2-1 of City Lot 674; Thence easterly and continuing northeasterly along the northerly lines of Lot 2-1, Lot 2-2, Lot 2-1-3, Lot 1-2-3 all of the subdivision of City Lot 674 to a point of intersection with the westerly line of Lot 4 of City Lot 674; Thence northwesterly along said westerly line to a point of intersection with the southerly line of Lot 1-1-2 of Duncan's Subdivision; Thence northeasterly along said southerly line and southerly line of Lot 1 and Lot 2 of M. A. Rebman's Subdivision and extension thereof to a point of intersection with the easterly right of way line of Heeb Street; Thence northwesterly along said easterly right of way line to a point of intersection with the northerly right of way line of Clarke Drive; Thence northwesterly along said northerly right of way line to a point of intersection with the easterly right of way line of Heeb Street lying between Central Avenue and Shelby Street; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of Kaufmann Avenue; Thence easterly along said southerly right of way line to a point of intersection with the southerly extension of the easterly right of way line of a public alley lying between Central Ave. and Francis Street; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of W. 23rd Street; Thence southwesterly along said southerly right of way line to the northwest corner of the East One-Half of Lot 11 of Tivoli Addition; Thence northwesterly crossing W. 23rd St. to the southwesterly corner of Lot 1 of Valeria Place No. 2; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of Lot 2 of said Valeria Sub. No. 2; Thence southwesterly along the southerly line of said Lot 2 to the southwest corner thereof; Thence northwesterly along the westerly line of said Lot 2 to a point of intersection with the southerly line of Lot 2-1 of Valeria Place; Thence northeasterly along said southerly line to the southeasterly corner of said Lot 2-1; Thence northwesterly along the easterly line of said Lot 2-1 the northeast corner thereof, said point also being the southeasterly right of way line of Carr St.; Thence northwesterly along the easterly right of way line of Carr St. to a point of intersection with the southerly right of way line of W. 24th Street; Thence northeasterly along said southerly right of way line to a point of intersection with the southerly extension of the easterly right of way line of Division Street; Thence northwesterly along said easterly right of way line to the northwest corner of Lot 8 of Wullweber's Subdivision; Thence southwesterly along the southerly line of John King's Subdivision to the southwest corner of the West 33.98 feet of Lot 1-6 of John King's Subdivision; Thence northwesterly along the westerly line of the West 33.98 feet of Lot 1-6 of John King's Subdivision to the northwest corner thereof; Thence northeasterly along the northerly line of said West 33.98 feet to the southwest corner of Lot 1 of the East 329.98 feet of Lot 8 of John King's Subdivision; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of the NE1/4 of said Lot 8; Thence southwesterly along said southerly line to the southwest corner of said NE1/4 of Lot 8; Thence northwesterly along the westerly lines of the NE1/4 of Lot 8, the SE1/4 of Lot 10, the NE1/4 Lot 10 and the E1/2 of Lot 12 all in John King's Subdivision to the northwest corner of said E1/2 of Lot 12; Thence northeasterly along the northerly line of said E1/2 of Lot 12 to the southwest corner of Lot 1-1-1

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of the E1/2 of Lot 14 in John King's Subdivision; Thence northwesterly along the westerly lines of Lot 1-1-1 of the E1/2 of Lot 14 John King's Subdivision to the northwest corner thereof; Thence northeasterly along the northerly line of said Lot 1-1-1 to a point of intersection with the westerly right of way line of Central Avenue; Thence northeasterly crossing Central Avenue to a point of intersection of the easterly right of way line of Central Avenue and the northerly right of way line of E. 25th Street; Thence northeasterly along said northerly right of way line and extension thereof to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 24th Street; Thence northeasterly along said northerly right of way line and extension thereof to a point of intersection with the easterly right of way line of Windsor Avenue; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 22nd Street; Thence northeasterly along said northerly right of way line to a point of intersection with the westerly right of way line of Stafford Street; Thence northeasterly crossing Stafford Street to a point of intersection of the easterly right of way line of Stafford Street and the northerly right of way line of Thomas Place; Thence southeasterly along said easterly right of way line of Stafford Street and extension thereof to a point of intersection with the southerly right of way line of Garfield Avenue; Thence southwesterly along said southerly right of way line to a point of intersection with the centerline of Stafford Street extended southeasterly; Thence southeasterly along the centerline of Stafford Street extended to a point of intersection with the northwesterly line of Lot 2-2 of Kerper Industrial Park; Thence southwesterly along said northwesterly line of Lot 1-2 of Kerper Industrial Park to the northernmost point of Lot 1 of Kerper Industrial Park; Thence southwesterly along the westerly line of said Lot 1 to a point of intersection with the northerly right of way line of E. 16th Street; Thence southwesterly along said northerly right of way line to the easterly right of way line of Pine Street; Thence southeasterly crossing E. 16th Street along said easterly right of way of Pine St. extended to a point of intersection with the southerly right of way line of E. 16th St.; Thence southwesterly along said southerly right of way line to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 15th Street; Thence southwesterly along said northerly right of way line to a point of intersection with the westerly right of way line of Elm Street; Thence southeasterly along said westerly right of way of Elm Street and extension thereof to a point of intersection with the centerline of E. 12th Street; Thence southwesterly along the said centerline of E. 12th Street to a point of intersection with the centerline of White Street; Thence southeasterly along said centerline of White Street to a point of interjection with the centerline of E. 11th Street; Thence southwesterly along said centerline of E. 11th Street to a point of intersection with the centerline of Central Avenue; Thence northwesterly along said centerline of Central Avenue to a point of intersection with the centerline of Loras Boulevard, said point being the point of beginning.

16. Industrial Harbor Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerline of E. 12th Street and the westerly right of way of Elm Street extended southeasterly, in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northwesterly along said westerly right of way line of Elm Street and extension thereof to a point of intersection with the northerly right of way line of E. Fifteenth Street; Thence northeasterly along said northerly right of way line to a point of intersection with the westerly right of way line of a public alley lying between Pine Street and Maple Street; Thence northwesterly along said westerly right of way line to the northeast corner of the North 35 feet of Lot 255 in East Dubuque Addition # 2; Thence southwesterly along the northwesterly line of said Lot to a point of intersection with the easterly right of way line of Pine Street; Thence northwesterly along said easterly right of way line and extension thereof to the northerly right of way line of E. 16th Street; Thence northeasterly along said northerly right of way line to the southwest corner of Lot 1 of Kerper Industrial Park; Thence northwesterly and continuing northeasterly along the westerly line of said Lot 1 to the most northerly corner thereof; Thence southwesterly along the westerly lines of Lot 1-2 and Lot 2A of Kerper Industrial Park to the southwest corner of said Lot 2A; Thence northeasterly along the southerly line of said Lot 2A to the southeast corner thereof; Thence northwesterly along the easterly line of said Lot 2A to the southwest corner of Lot 6 of Kerper Industrial Park; Thence northeasterly along the southerly line of said Lot 6 to the southeast corner thereof; Thence northwesterly along the easterly line of said Lot 6 to the northeast corner thereof and point of intersection with the southerly right of way line of Kerper Court; Thence northeasterly along said southerly right of way line and extension thereof to a point of intersection with the centerline of Kerper Blvd; Thence northwesterly along said centerline to a point of intersection with the northerly line of Lot 3 of Kerper Industrial Park extended easterly; Thence northwesterly along said extended line to the northeast corner of said Lot 3, said point also being on the westerly right of way line of Kerper Blvd.; Thence northerly along said right of way line to a point of intersection with the northeasterly right of way line of Fengler St.; Thence southeasterly along the extension of said northeasterly right of way line crossing Kerper Blvd. to a point of intersection with the westerly line of Lot 1A of Block 7 River Front Subdivision No. 3, said point being on the easterly right of way line of Kerper Blvd.; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 16th Street; Thence southeasterly crossing E. 16th Street to a point of intersection of the south right of way line of E. 16th St. and the east right of way line of Kerper Blvd.; Thence northeasterly along the southerly right of way line of E. 16th St. to a point of intersection with the westerly shore of Peosta Channel; Thence southeasterly continuing along the westerly shore of Mississippi River adjacent to the following: Kerper Blvd., River Front Subdivision No. 2, Part of Government Lot 3, Section 19, T89N, R3E, 5th P.M., Parts of Congressional Lot 8 in Section 19, T89N, R3E, 5th P.M, Dubuque Harbor Improvement Company's Addition, and River Front Subdivision No. 1, to a point of intersection with the northerly line of Ice Harbor Urban Renewal Subarea B, described as "that area

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generally bounded on the north and west by the Chicago, Central and Pacific Railroad right-of-way, on the south by the northerly boundary of Subarea A and on the east by the municipal limits of the City of Dubuque including any adjoining public right-of-way; Thence northwesterly and continuing southwesterly along the northerly and westerly sides of Ice Harbor Urban Renewal District Subarea B to a point of intersection with the southerly right of way line of E. 4th street; Thence southwesterly along said southerly right of way line to a point of intersection with the centerline of U.S. Highways 61/151; Thence northeasterly along said centerline to a point of intersection with the centerline of E. 12th Street; Thence southwesterly along said centerline to a point of intersection with the westerly right of way line of Elm St. extended, said point being the point of beginning; Excepting therefrom, the East 7th Street Subarea.

17. East 7th Street Subarea of the district shall include the following described properties: Block 13 Lot 1 of Lot 4, Lot 1 of Lot 5, Lot 1 of Lot 6, and Lots 7, 8, 9, 10, 11, 12, 13 and 14; and Block 16 Lots 1, 2, 3, 4 and 5; and Block 17 Lots A, B, C, D, E, F, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Lot 1 of Lot 16, Lot 1 of Lot 1 of Lot 17, Lot 2 of Lot 1 of Lot 18, Lot 2 of Lot 20, Lot 2 of Lot 21, Lot 2 of Lot 22, Lot 2 of Lot 23, Lot 2 of Lot 24, Lot 2 of Lot 25, Lot 2 of Lot 26, Lot 2 of Lot 27, Lot 3 of Lot 28, Lot 3 of Lot 29, Lot 3 of Lot 30, Lot 3 of Lot 31, Lot 3 of Lot 32, all in the Dubuque Harbor Improvement Co.'s Addition, Township 89 North, Range 3 East of the 5th P.M., Dubuque County, Iowa and any adjoining public right-of-way.

18. Chaplain Schmitt Subarea of the district shall include the following described properties: All of that part of the City of Dubuque lying easterly of the Peosta Channel also known as Chaplain Schmitt Island and the area lying east of the easterly right of way line of Kerper Boulevard between the centerline of U.S. Highway 61/151 and the southerly right of way line of E. 16th Street in Sections 17, 18, 19 and 20, T89N, R3E, 5th P.M. in the City of Dubuque, Dubuque County, Iowa.

19. North Kerper Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the point of intersection of the centerline of U.S. Highways 61 and 151 with the easterly right of way line of Kerper Boulevard in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northwesterly along the easterly right of way line of Kerper Boulevard to a point of intersection with the northeasterly right of way line of Fengler Street extended; Thence northwesterly along said line crossing Kerper Boulevard right of way to the southerly most corner of Lot 1, Block 19 River Front Subdivision No. 3; Thence southeasterly crossing Fengler Street right of way to the northeast corner of Lot 3 of River Front Subdivision No. 4, said point being a point of intersection of the southwesterly right of way line of Fengler Street with the westerly right of way line of Kerper Boulevard; Thence continuing southeasterly along said westerly right of way line of Kerper Boulevard to the northeast corner of Lot 3 of Kerper Industrial Park; Thence westerly and northwesterly along to north line of said Lot 3 to a

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point of intersection with the westerly line of Kerper Industrial Park; Thence northeasterly along said westerly line to the northwest corner of Kerper Industrial Park; Thence southeasterly along the northerly line of Kerper Industrial Park to the southwest corner of Lot 1 of Lot 2 of Lot 20 of Jaeger's Subdivision, said point being on the southeasterly right of way line of Peosta Street; Thence northeasterly along said right of way line to a point of intersection with the southerly line of Lot 2 of Giese Subdivision; Thence southwesterly along said southerly line to the southeast corner of Lot 2 of 19 of Jaeger's Subdivision; Thence northeasterly along the easterly line of said Lot 2 of 19 to the northeast corner of said Lot 2 of 19, said point also being on the westerly boundary of Block 19 of River Front Subdivision No. 3; Thence northeasterly along said westerly boundary to the northwest corner of Block 18, River Front Subdivision No. 3; Thence continuing northeasterly along the westerly boundary of Block 18 and Block 17 of River Front Subdivision No. 3 to a point of intersection with the southwesterly corner of Lot 1 of part of Lot 8 in McCraney's First Addition; Thence continuing northeasterly along the westerly lines of Lot 1 of part of Lot 8, Lot 1 of part of Lot 7, Lot 1 of Lot 2 of part of Lot 6, Lot 1 of part of Lot 6, Lot 1 of part of Lot 5, Lot 1 of part of Lot 4, Lot 1 of part of Lot 3, Lot 1 of part of Lot 2, the East 25 feet of part of vacated Marshall St., and Lot 2 of Lot 2 of Lot 1 all in McCraney's First Addition to the southwest corner of Lot 1 of Lot 2 of part of Lot 115 in Ham's Addition; Thence northeasterly along the westerly lines of Lot 1 of Lot 2 of part of Lot 115 and Lot 1 of part of Lot 114 all in Ham's Addition to the most westerly corner of Lot 1 of Bradley Place; Thence northeasterly along the westerly lines of Lot 1 and Lot 2 of Bradley Place to the most westerly corner of Lot 1 Block 15 of River Front Subdivision No. 3; Thence northeasterly along the northwesterly line of said Lot 1 Block 15 and continuing along the northwesterly line of Lot 2 of said Block 15 to the most westerly corner of Lot 2 of In-Futuro Subdivision No. 1; Thence continuing northeasterly along the northwesterly line of In-Futuro Subdivision No. 1 and continuing along the northwesterly line of Lots 1 and 2 of Reidl Place to the southwest corner of Lot 1 of Block 14 of River Front Subdivision No. 3; Thence northeasterly along the northwesterly line of said Block 14 to the most westerly corner of Block 13 of River Front Subdivision No. 3; Thence continuing northeasterly along the northwesterly line of Blocks 13, 12, 11, 10 and 9 to the northerly most corner of Lot 1 Block 9 River Front Subdivision No. 3; Thence continuing northeasterly along the northwesterly line of Lot 2 and Lot 2A, Block 9 River Front Subdivision No. 3 to the northerly most corner of said Lot 2A; Thence southeasterly along the northeasterly line of said Lot 2A to the northeast corner of said lot; Thence southwesterly along the southeasterly line of said Lot 2A to the most westerly corner of Lot 178 of Ham's Addition; Thence southeasterly along the southwesterly lines of Lots 178 and 59 of Ham's Addition to the southerly most corner of said Lot 59, said point also being the point of intersection of the northeasterly right of way line of Farragut Street with the northwesterly right of way line of Kerper Boulevard; Thence northeasterly along said Kerper Boulevard right of way line and extension thereof to a point of intersection with the northeasterly right of way line of Hawthorne Street; Thence southeasterly along the northeasterly and easterly right of way line of Hawthorne

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Street and Hawthorne Street Extension to a point of intersection with the southwesterly right of way line of Lake Street; Thence southwesterly and northwesterly along said right of way line of Lake Street to a point of intersection with the southerly right of way line of Harbor Street; Thence southwesterly along said Harbor Street right of way line to the northeast corner of Lot 1 Block 4 River Front Subdivision No. 3; Thence southeasterly along the northeasterly line of said Lot 1 and continuing along the northeasterly line of Lot 1 Block 3 of River Front Subdivision No. 3 to the most easterly corner thereof; Thence southwesterly along the southeasterly line of said Lot 1 Block 3 to the easterly most corner of Block 1 of River Front Subdivision No. 5; Thence southwesterly along the southeasterly line of said Block 1 River Front Subdivision No. 5 to the northerly right of way line of Hamilton Street Extension; Thence southwesterly crossing Hamilton Street Extension right of way to the easterly most corner of Lot 2 of 3 of 1 Block 5 River Front Subdivision No. 3; Thence continuing southwesterly along the original easterly boundary line of Blocks 5, 6 and 7 of River Front Subdivision No. 3, to the southerly most corner of Lot 2 of said Block 7, said point being the northeast corner of Lake Peosta Subdivision; Thence southerly along the easterly line of Lake Peosta Subdivision to a point of intersection with the centerline of U.S. Highways 61 and 151; Thence southwesterly along said centerline to a point of intersection with the easterly right of way line of Kerper Boulevard, said point of being the point of beginning;

Excepting therefrom the Quebecor Economic Development District described as Lot 1 of McGraw-Hill, Key City Plating Replat in the City of Dubuque, Dubuque County, Iowa, and any adjoining public rights of way; and

Excepting therefrom the following described properties:

Lots 6, 7, 8, and 9 in Block 1 of "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 5, in Block 1, in "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa.

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20. Quebecor Subarea of the district shall include the following described properties: Lot 1 of McGraw-Hill, Key City Plating Replat in the City of Dubuque, Dubuque County, Iowa, and any adjoining public rights of way.

21. Harrison Street Subarea of the district shall include the following described properties: Lot 1 and Lot 2 of Harrison Street Place No. 2, Lot 1 and Lot 2 of Harrison Street Place No. 4, and Lot 1 of Harrison Street Place No. 5 all in the City of Dubuque, Dubuque County, Iowa and any adjoining public rights of way.

22. Holy Ghost Subarea of the district shall include the following described properties: Lot 1 of 1 and 2 of 1 of Paragon Square in the City of Dubuque, Dubuque County, Iowa; and also including the public right of way of Central Avenue abutting thereto; and

Lot 1, Lot 2, Lot 1 of 3, Lot 2 of 3, and Lot 4 all of "Dunn's Subdivision"; and Lot 2 of Lot 1 of Lot 2 of Lot 1 of Lot 18 of "John King's Dubuque"; in the City of Dubuque, Iowa; and

A part of Central Avenue right of way described as follows:

Commencing at the southeasterly corner of Lot 2-1 of Paragon Square; thence southeasterly along the westerly right of way line of Central Avenue a distance of approximately 2,655 feet to the northeasterly corner of Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 in John King's Dubuque; thence northeasterly crossing Central Avenue to a point of intersection with the easterly right of way line of Central Avenue and the northerly right of way line of East 25th Street; thence northwesterly along the easterly right of way line of Central Avenue approximately 2,673 feet to a point of intersection with said easterly right of way line and the easterly extension of the south line of Lot 2-1 of Paragon Square; thence southwesterly crossing Central Avenue to the Point of Beginning.

23. Almond Street Subarea of the district shall include the following described properties: Commencing at the intersection of the easterly right of way of Foye Street and the southerly right of way line of the public alley lying between Almond Street and West Locust Street; thence easterly along said southerly right of way line to a point of intersection with the westerly right of way line of Ellis Street; thence northwesterly along said westerly right of way line to the northeast corner of Lot 53 in Cox's Addition; thence northerly along the east line of that part of the vacated alley adjacent to Lots 53 and 54 in Cox's Addition approximately 20 feet to the northeasterly corner thereof; thence westerly along the north line of said vacated alley adjacent to said Lots 53 and 54 approximately 78 feet to the northwest corner thereof; thence southerly along the west line of said vacated alley adjacent to said Lots 53 and 54 approximately 20 feet to the southwest corner thereof and the northeasterly corner of Lot 55 in Cox's addition; thence easterly along the north line of Lots 55 thru 66 in Cox's addition to the northwest corner of Lot 66 in Cox's Addition; thence southerly along the west line of said

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Lot 66 to a point of intersection with the northerly line of Lot 11 in Buettel's Subdivision; thence west along the north line of Lot 11, Lot 2-10 and Lot 1-10 of Buettel's Subdivision to a point of intersection with the easterly right of way line of Foye Street; thence southerly along said easterly right of way line to the Point of Beginning.

24. North End Subarea of the district shall include the following described properties:

Beginning at the intersection of the easterly right of way line of Elm Street and the northerly right of way line of East 25th Street; thence northerly along the easterly right of way line of Elm Street to the southerly right of way line of East 26th Street; thence northerly across the East 26th Street right of way to the southwest corner of Lot 283 of Glendale Addition No. 3; thence northwesterly along the westerly lines of Lots 283 to 294, inclusive, of Glendale Addition No. 3 to the southerly right of way line of East 27th Street; thence northerly across the East 27th Street right of way to the southwest corner of Lot 210 of Glendale Addition; thence northwesterly along the westerly lines of Lots 210 to 221, inclusive, of Glendale Addition to the southerly right of way of East 28th Street; thence northerly across the East 28th Street right of way to the southwest corner of Lot 134 of Glendale Addition No. 2; thence northwesterly along the westerly lines of Lots 134 to 140, inclusive, of Glendale Addition No. 2, and Lots 1, 2, and 3 of Glendale Addition No. 4, and Lot 145 Glendale Addition No. 2 to the southerly right of way line of East 29th Street; thence northerly across the East 29th Street right of way to the southwest corner of Lot 61 of Glendale Addition; thence northwesterly along the westerly lines of Lots 61 to 72, inclusive, of Glendale Addition to the southerly right of way line of East 30th Street; thence northerly across the East 30th Street right of way to the to the southeast corner of a Part of Lot 8 of Mineral Lot 322 as shown on the Final Plat of Liebe's Subdivision No. 3, also being a point on the westerly line of Lot 1-2-1 of Becker Place, also being a point on the northerly right of way of East 30th Street; thence southwesterly along the northerly right of way of East 30th Street to a point on the easterly right of way of Central Avenue; thence southeasterly along the easterly right of way line of Central Avenue to the northerly line of East 25th Street; thence northeasterly along the northerly line of East 25th Street to the point of beginning; and

Beginning at the intersection of the northerly right of way line of Diagonal Street and the westerly right of way line of Central Avenue; thence southerly along the westerly right of way line of Central Avenue to the northeast corner of Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 in John King's Dubuque; thence southwesterly along the northerly line of said Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 of John King's Dubuque to the northwest corner thereof, thence southeasterly along the west line of said Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 of John King's Dubuque to the southwest corner thereof; thence southwesterly along the southerly line of the East Half of John King's Dubuque to

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the southwest corner thereof; thence southeasterly along the east lines of the West Half of Lots 12, 10, and Northwest Quarter of 8 of John King's Dubuque to the southeast corner of the Northwest Quarter of Lot 8 of John King's Dubuque; thence northeasterly along the northerly line of Lot 2 of the East 329.98' of the Southwest Half of Lot 8 of John King's Dubuque to the northeast corner of said lot; thence southeasterly along the easterly line of said lot to the southeast corner of said lot; thence southwesterly along the southerly line of said lot to the northeast corner of Lot 2 of Lot 6 of John King's Dubuque; thence southeasterly along the easterly lines of Lot 2 of Lot 6 and Lot 3 of Lot 6 of John King's Dubuque to the southeast corner of said Lot 3 of Lot 6; thence northeasterly along the southerly line of the Lot 6 of John King's Dubuque to the easterly right of way line of Division Street; thence southeasterly along the easterly line of Division Street and its southerly extension to the southerly right of way line of West 24th Street; thence southwesterly along the southerly right of way line of West 24th Street to the easterly right of way line of Carr Street; thence southeasterly along the easterly right of way line of Carr Street to the easterly extension of the north line of Lot 2 of Brewery Addition; thence southwesterly along the northerly line of Lot 2 of Brewery Addition to the southeast corner of Lot 6 of Gerald Scherrer Subdivision; thence northwesterly along the easterly line of Lot 6 of Gerald Scherrer Subdivision to the northeast corner of Lot 6 of Gerald Scherrer Subdivision and a point on the westerly right of way line of Broadway Street; thence northwesterly along the westerly right of way line of Broadway Street to the westerly extension of the northerly right of way line of Diagonal Street; thence southeasterly along said right of way and extension to the point of beginning; and

Lot 1-239 of Davis Farm Addition and Lot 1-1-5 of Kiene & Altman's Subdivision; and

Lots 1-4 & 2-1-5 of Kiene & Altmans Subdivision; and

Lot 1-2 And 1-3 of Kiene & Altmans Subdivision; and

Lot 1-1 of Kiene & Altman's Subdivision; and

Lot 1-1-1-241 of Davis Farm Addition; and

Lot 2-1-1-241 & Lot 1-242 of Davis Farm Addition; and

Lot 1-243 of Davis Farm Addition; and

Lot 1-1-244 of Davis Farm Addition; and

The South 26' of Lot 245 Davis Farm Addition; and

The North 34' of Lot 245 Davis Farm Addition; and

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The East 1/2 of Lot 246 Davis Farm Addition; and
The West 1/2 of Lot 246 Davis Farm Addition; and
Lot 247 of Davis Farm Addition; and
Lot 248 of Davis Farm Addition; and
Lot 249 of Davis Farm Addition; and
The East 1/2 of Lot 250 of Davis Farm Addition; and
The West 1/2 of Lot 250 of Davis Farm Addition; and
Lot 251 and the South 1/2 of Lot 252, of Davis Farm Addition; and
Lot 253 and the North 1/2 of Lot 252, of Davis Farm Addition; and
Lot 254 of Davis Farm Addition; and
Lot 255 of Davis Farm Addition; and
The South 1/2 of Lot 256 of Davis Farm Addition; and
The South 31.3' of the North 1/2 of Lot 256 of Davis Farm Addition; and
The North 28.7' of the North 1/2 of Lot 256 of Davis Farm Addition; and
Lot 257 of Davis Farm Addition; and
Lot 258 of Davis Farm Addition; and
Lot 259 of Davis Farm Addition; and
Lot 260 of Davis Farm Addition; and
Lot 261 of Davis Farm Addition; and
Lot 262 of Davis Farm Addition; and
The South 23.5' of The East 112' of Lot 263 of Davis Farm Addition; and
The East 114' of the North 36'6" of Lot 263 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

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The North 36.5' and South 23.5' of the West 114' of Lot 263 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 2-265 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 1-265 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 2-1 of G R West's Addition and Lot 1-266 of Davis Farm Addition; and

Lot 2-1-1 of G R West's Addition; and

Lot 1-1-1 of G R West's Addition and Lot 2-266 of Davis Farm Addition; and

The South 39'6" of Lot 2 of G R West's Dubuque; and

The North 20.5' of Lot 2 & and the South 3' of Lot 3 of G R West's Addition; and

Lot 2 of the North 57' of Lot 3 of G R West's Addition; and

Lot 1 of the North 57' of Lot 3 of G R West's Addition; and

Lot 4 of G.R. West Addition; and

Lot 2 of Paragon Square; and

Lot 2-3 and 2-4 McDaniel's Park Hill, and Lots 8 and 1-9 of G.R. West's Addition; and

Lot 2-9 of G R West's Addition; and

Lots 10, the West 310' of the North 65' of Lot 2 -11, and the South 55' of Lot 2-11, all in G R West's Addition; and

Lot 1 of 11 and the East 20' of the North 65' of Lot 2 of G R West's Addition; and

All that part of the Central Avenue right of way lying south of the northerly right of way line of West 30th Street and north of the easterly extension of the northerly line of Lot 1 of 1 of Paragon Square; and

All that part of the West 30th Street right of way lying west of the easterly right of way line of Central Avenue.

All in the City of Dubuque, Dubuque County, Iowa.

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25. University Avenue Corridor Subarea of the district shall include the following described properties:

All that part of the Pennsylvania Avenue right of way lying north of the northerly right of way line of University Avenue and lying south of the northerly extension of the westerly line of Lot 2-1-1-1-1-2-1 of Mineral Lot 256; and

All that part of the University Avenue right of way lying east of the southerly extension of the west line of Lot 1-137 of Finley Waples and Burton Addition, and lying west of the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition; and

All that part of the 9th Street right of way lying south of the centerline of 9th Street, lying east of the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition, and lying west of the northerly extension of the westerly line of Lot 1 of the Subdivision of City Lot 688 and Part of City Lot 654; and

All that part of the Finley Street right of way lying south of the southerly right of way line of University Avenue and lying north of the westerly extension of the south line of the Northwest 95' of Lot 19 of Finley Waples and Burton Addition; and;

All that part of the Asbury Road right of way lying north of the northerly right of way line of University Avenue and lying south of the easterly extension of the southerly line of the East 100' feet of Lot 159 of Finley Addition; and

All that part of the Irving Street right of way lying north of the northerly right of way line of University Avenue and lying south of the easterly extension of the northerly line of Lot 2 of Lot 2 of Lot 1 of Lot 1 of lot 1 of Lot 14 of Mineral Lot 172; and

All that part of the Loras Boulevard right of way lying east of the northerly right of way line of University Avenue and lying west of a line connecting the northeast corner of Lot 2-3-13 of Mineral Lot 172 and the southeast corner of Lot 1-249 of Woodlawn Park Addition; and

All that part of the Delhi Street right of way lying south of the southerly right of way line of University Avenue and lying north of the southerly extension of the easterly line of Lot 2-1 of Schwind's Place; and

All that part of the North Grandview Avenue right of way lying south of the easterly extension of the south line of Lot 7 of Tschirgi and Schwind's Subdivision and lying north of the northerly right of way line of University Avenue; and

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All that part of the North Grandview Avenue right of way lying south of the southerly right of way line of University Avenue and lying north of a line parallel to and 150' south of the southerly right of way line of University Avenue; and

All that part of the McCormick Street right of way lying south of the southerly right of way line of University Avenue and lying north of the easterly extension of the south line of Lot 1 of Herbst's Subdivision; and

Lot 1-137 of Finley Waples & Burton's Addition; and

Lot 1-136 and 2-137 of Finley Waples & Burton's Addition; and

Lot 1-232 of Finley Addition; and

Lot 229 of Finley Addition; and

Lot 130 of Finley Waples & Burton's Addition; and

Lot 131 of Finley Waples & Burton's Addition; and

Lot 132 of Finley Waples & Burton's Addition; and

Lot 133 of Finley Waples & Burton's Addition; and

The Northwest 95' of Lot 19 of Finley Waples & Burton's Addition; and

The North 95' of Lot 18 of Finley Waples & Burton's Addition; and

Lot 17 of Finley Waples & Burton's Addition; and

The Northwest 25' of Lot 2 of Finley Addition, and all adjacent Alley right of way; and

The Southeast 41' of Lot 2 in Finley Addition, and all adjacent Alley right of way; and

Lot 1-1 and 2-1 in Finley Addition, and all adjacent Alley right of way; and

Lot 1 of Mineral Lot 170, and all adjacent Alley right of way; and

Lot 4, 1-3, 2-3, 2-2 and 1-2, all in Mineral Lot 170 and all adjacent Alley right of way; and

Lot 5 and Lot 2-6 of Mineral Lot 170; and

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Lot 1-6 and 2-7 of Mineral Lot 170 and Lot 2-2-1-1-1-14 of Mineral Lot 172; and

The West 2' of Lot 1 of the Subdivision of Lot 13 of Mineral Lot 172 and Lot 2-13 of Mineral Lot 172 and Lot 2 Mabel's Subdivision; and

The East 58' of Lot 1 of Lot 13 of Mineral Lot 172, and Lot 2 of Lot 3-13 of Mineral Lot 172, and Lot 2A of Lot 1-4-13 of Mineral Lot 172; and

Lot 2-8 of City Lot 703 and Lot 2-2-9 of City Lot 703; and

Lot 1 of Herbst's Subdivision; and

Lot 1-1 and Lot 2-1 of Schwind's Place.

All in the City of Dubuque, Dubuque County, Iowa.

26. West Locust Corridor Subarea of the district shall include the following described properties:

All that part of the West Locust Street right of way lying east of the southerly extension of the westerly line of Lot 2-1-1-1-1-2 of Clarke College Place and lying west of the northerly extension of the easterly right of way line of Pierce Street; and

All that part of the Pierce Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the easterly extension of Lot 1 of Lot 1 of Connolly's Subdivision; and

All that part of the Kirkwood Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the northerly extension of the west line of Lot 5 of Union Avenue Subdivision; and

All that part of the right of way of the alley lying adjacent to and east of Kingdom Hall Place and Lot 1 of the West 1074' of Lot 64 in Littleton and Sawyer's Addition, lying north of the northerly right of way of West Locust Street and lying south of the easterly extension of the northerly line of Lot 1 of the West 1074' of Lot 64 in Littleton and Sawyer's addition; and

All that part of the Rosedale Avenue right of way lying south of the southerly line of West Locust Street and lying north of the easterly extension of the southerly line of Lot 42 of Wm. Blake's Addition; and

All that part of the right of way of the alley lying adjacent to and east of Lot 2-12B of Wood's Addition, lying south of the easterly right of way of Rosedale Avenue

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and lying north of the easterly extension of the southerly line of said Lot 2-12B;
and

All that part of the Alta Vista Street right of way lying south of Lot 24D of A. P. Wood's Addition and lying north of the easterly extension of the southerly line of Lot 20 of A. P. Wood's Addition; and

All that part of the Williams Street right of way lying east of the easterly right of way line of Alta Vista Street and lying west of westerly right of way line of Blake Street; and

All that part of the north half of the Bellevue Street right of way lying east of the easterly right of way line of Alta Vista Street and lying west of the westerly right of way line of Blake Street; and

All that part of the Blake Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the westerly extension of the centerline of Vacated Bellevue Street adjacent to Lot 90 in A. P. Woods Addition; and

Lot 5 and East 10' of Lot 4 Ellen Blake's Subdivision; and

The South 150' of the West 40' of Lot 4 Ellen Blake's Subdivision; and

The North 170' of the West 40' of Lot 4 Ellen Blake's Subdivision; and

Lot 3 of Ellen Blake's Subdivision; and

Lot 2 of Ellen Blake's Subdivision; and

Lot 1 of Ellen Blake's Subdivision; and

The East 235' of Lot 64 of Littleton & Sawyer's and Lot 2 of Mineral Lot 93A and the Balance of Lot 2 of Mineral Lot 95; and

All of Kingdom Hall Place; and

Lot 1 of the West 1074' of Lot 64 of Littleton & Sawyer's Addition; and

Lot 2-1-1-1 and Lot 1-2-1-1 of Wm. Blake's Addition, and Lot 2 & Lot 2-1 of Part of Mineral Lot 184; and

Lot 1-1-1-1 and Lot 2-2-1-1 of Wm. Blake's Addition; and

Lot 2 and Lot 2-1 of Wm. Blake's Addition; and

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Lots 1-3 and Lot 2-4 of Wm. Blake's Addition; and

Lot 2-3 and 1-4 of Wm. Blake's Addition; and

Lots 5 to 19, inclusive, of Wm. Blake's Addition; and

Lots 2-11, 2-12, and the East 30' of Lot 2-10 in Southview Heights, also Lots 20, 21 and the East 30' of Lot 22 of Wm. Blake's Addition; and

The West 70' of Lot 22 of Wm. Blake's Addition and Lot 2-9 and the West 20' of Lot 2-10 of Southview Heights; and

Lot 1-23 of Wm. Blake's Addition and Lots 2-2-7 and 1-2-8 of Southview Heights; and

Lots 2-23 and the East 50' of Lot 24 of Wm. Blake's Addition and Lots 2-6, 1-2-7, and 2-2-8 of Southview Heights; and

The West 50' of Lot 24 of Wm. Blake's Addition and Lot 2-5 of Southview Heights; and

Lot 25 of Wm. Blake's Addition; and

Lot 26 Wm. Blake's Addition; and

Lot 27 of Wm. Blake's Addition and Lot 2-1-1-1-2 of Clarke College Place; and

Lots 29 to 42, inclusive, of Wm. Blake's Addition; and

Lot 2 of Lot 43 of Wm. Blake's Addition; and

Lot 2 of Lot 44 of Wm. Blake's Addition; and

Lot 2 of Lot 45 of Wm. Blake's Addition; and

Lot 2 of Lot 46 of Wm. Blake's Subdivision; and

Lot 2 of Lot 12B of Wood's Addition; and

Lots 20, 21, and 22 of A. P. Wood's Addition; and

Lot 23 of A. P. Wood's Addition; and

Lot 2-24 and 2-24A of A. P. Wood's Addition; and

Lot 24D of A. P. Wood's Addition; and

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Lot 24C of A. P. Wood's Addition; and

Lots 24B to 36B, inclusive, of A. P. Wood's Addition; and

Lots 25A to 36A, inclusive, of A. P. Wood's Addition; and

The North 40' of Vacated Williams Street in A. P. Wood's Addition; and

Lots 25 to 36, inclusive, of A. P. Wood's Addition; and

Lots 6 to 10, inclusive, and the North 1/2 and South 1/2 of Lot 5, all of Lot 98A of A. P. Wood's Addition; and

Lot 4-98A of Wood's Addition; and

Lot 3-98A of A. P. Wood's Addition; and

Lot 2-98A of A. P. Wood's Addition; and

Lot 1-98A of A. P. Wood's Addition; and

Lots 90 to 98, inclusive, in A. P. Wood's Addition, and the northerly 1/2 of Vacated Bellevue Street abutting said lots 90 to 98, in A.P. Wood's Addition; and

Part of the North 1/2 of Vacated Bellevue Street Lying South of McGrath's Subdivision Southeast 1/4 Northeast 1/4 Section 23, T89N, R2E in the City of Dubuque; and

Part of Vacated Bellevue Street lying between McGrath's Subdivision and Kirkwood Place in the City of Dubuque; and

Lot 1 and Lot 2-2 of McGrath's Subdivision; and

Lots 3 and 4 and Lot 1-2, all in McGrath's Subdivision; and

Lot 5 of McGrath's Subdivision; and

Lot 6 of McGrath's Subdivision; and

Lot 1 of Mineral Lot 95; and

Lot 9 of McGrath's Subdivision; and

Lots 7 and 8 of McGrath's Subdivision; and

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Lot 10 of McGrath's Subdivision; and

Lots 2 to 5, inclusive, of Union Avenue Subdivision #2; and

Lot 1 of Union Avenue Subdivision #2 and Lot 2 of Mosher's Subdivision; and

Lot 1-3, 1-2, and 1-1 of Connolly's Subdivision, and Lot 1 of Part of City Lot 711.

All in the City of Dubuque, Dubuque County, Iowa.

27. Dubuque Brewing and Malting Subarea of the district shall include the following described properties:

Beginning at the intersection of the northerly right of way line of East 30th Street and the westerly right of way line of Jackson Street; thence northeasterly along the northerly right of way line of East 30th Street to the southeast corner of a Part of Lot 8 of Mineral Lot 322 as shown on the Final Plat of Liebe's Subdivision No. 3, also being a point on the westerly line of Lot 1-2-1 of Becker Place, thence northwesterly along the easterly lines of Part of Lot 8 and Part of Lot 7 as shown on the Final Plat of Liebe's Subdivision, Lot 1-6 of Mineral Lot 322, and Lot 4A of Mineral Lot 322 and its northerly extension to a point on the northerly right of way line of East 32nd Street; thence southwesterly along the northerly right of way line of East 32nd Street to the westerly right of way line of Jackson Street; thence southeasterly along the westerly right of way line of Jackson Street to the westerly extension of the northerly line of Lot 2 of Liebe's Subdivision No. 2; thence northeasterly along said northerly line and westerly extension to the northeast corner of said Lot 2; thence southeasterly along the easterly line of Lots 1 and 2 of Liebe's Subdivision No. 2 to the southeast corner of Lot 1 of Liebe's Subdivision No. 2; thence southeasterly across Liebe Street right of way to the northeast corner of Lot 1 of Liebe's Subdivision No. 1; thence southeasterly along the easterly lines of Lots 1 and 2 of Liebe's Subdivision No. 1 to the southeast corner of Lot 2 of Liebe's Subdivision No. 1; thence southwesterly along the southerly line of said Lot 2 and its westerly extension to the westerly right of way of Jackson Street; thence southeasterly along the westerly right of way of Jackson Street to the point of beginning.

28. 15th Street Subarea of the district shall include that area generally bounded by the following description: Beginning at the intersection of the northerly right of way line of East 15th Street and the easterly right of way line of Elm Street in the City of Dubuque, Dubuque County, Iowa;

Thence northeasterly along the northerly right of way line of East 15th Street to a point of intersection with the westerly right of way line of a public alley lying between Pine Street and Maple Street; Thence northwesterly along said westerly

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right of way line to the northeast corner of the North 35 feet of Lot 255 in East Dubuque Addition # 2; Thence southwesterly along the northwesterly line of said Lot to a point of intersection with the easterly right of way line of Pine Street; Thence northwesterly along said easterly right of way line to the southerly right of way line of E. 16th Street; Thence southwesterly along said southerly right of way line to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 15th Street, said point being the point of beginning.

29. Lower Kaufmann Subarea of the district shall include the following described properties:

All that part of the Public Alley right of way between Francis Street, Central Avenue, Kaufmann Avenue, and West 23rd Street lying north of the north right of way line of Kaufmann Avenue and south of the easterly extension of the south line of the North Half of Lot 19 in Tivoli Addition; and

Lots 4, 5, 6, 7, and 8, all in the Subdivision of Lot 20 and the South 1/2 of Lot 19 Tivoli Addition; and

Lot 3 of the Subdivision of Lot 20 and of South 1/2 of Lot 19 Tivoli Addition; and
Lot 2 of the Subdivision of Lot 20 and of South 1/2 of Lot 19 Tivoli Addition; and

All that part of the Francis Street right of way lying north of the north right of way line of Kaufmann Avenue and south of the easterly extension of the north line of Lot 2-21 in Tivoli Addition; and

Lot 1-21 Tivoli Addition; and
Lot 2-21 Tivoli Addition; and

All that part of the Public Alley right of way adjacent to Lot 38 of Tivoli Addition lying north of the northerly right of way line of Kaufmann Avenue and lying south of the easterly extension of the north line of said Lot 38; and

Lot 38 Tivoli Addition; and
Lot 39 Tivoli Addition; and
Lot 1-40 Tivoli Addition; and

All that part of the Valeria Street right of way lying north of the northerly right of way line of Kaufmann Avenue and south of the easterly extension of the north line of Lot 1-1-1-1 in Weland's Subdivision; and

Lot 1-1-1-1 and Lot 2-2-2 Weland's Subdivision; and
Lot 2-1-1 Weland's Subdivision; and

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Lot 2-1 and Lot 1-2-2 of Subdivision of Lots 129, 131, 131A & 135A L H Langworthy's Addition aka Weland's Subdivision; and
Lot 2-2A & Lot 1-2 Weland's Subdivision; and
Lot 1-2A Weland's Subdivision; and
Lot 3 Weland's Subdivision; and
Lot 3A Weland's Subdivision; and
The East 27' of Lot 4 Weland's Subdivision; and
The West 35' of Lot 4 Weland's Subdivision; and
Lot 5 Weland's Subdivision; and
Lot 5 of the Subdivision of Lots 3 & 4 of Lot 135 L H Langworthy's Addition; and
All of the Private Driveway known as Fuller Place Abutting Lots 2, 3, 4 & 5 of the Sub. of Lots 3 & 4 of Lot 135 L H Langworthy's Addition East 50'1 and West 1/2-2 all of Lot 135 LH Langworthy's Addition; and
Lot 2 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The Middle 37' of Lot 7 Cushing's Subdivision; and Lot 3 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The North 38' of Lot 7 Cushing's Addition; and Lot 4 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
Lot 1 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The South 60' of Lot 7 Cushing's Subdivision; and
Lot 8 and the East 7 1/2' of Lot 9 Cushing's Subdivision; and
The West 22 1/2' of Lot 9 and the East 15' of Lot 10 Cushing's Subdivision; and
The West 15' of Lot 10 and the East 22'6" of Lot 11 Cushing's Subdivision; and
Lot 12 and the West 7 1/2' of Lot 11 Cushing's Subdivision; and
Lot 13 Cushing's Subdivision; and
Lot 14 Cushing's Subdivision; and
Lot 15 Cushing's Subdivision; and
Lot 6 C. Klingenberg's 3rd Addition; and

All that part of the Cushing Place right of way lying north of the northerly right of way line of Kaufmann Avenue and lying south of the westerly extension of the north line of Lot 6 in C. Klingenberg's Third Addition; and

Lot 2-141 L H Langworthy's Addition and Lot 4 C. Klingenberg's 3rd Addition; and
Lot 2-143 and Lot 2-1-1-1-143 L H Langworthy's Addition; and
The East 1/2 of Lot 3-143 & Lot 2-2-1-1-143 L H Langworthy's Addition; and
The West 1/2 of Lot 3-143 L H Langworthy's Addition; and
Lot 4-143 L H Langworthy's Addition; and
Lot 5-143, Lot 2-2-1-1-East 3/4-145A, and Lot 2-2-2-1-1-1-East 3/4-145A L H Langworthy's Addition; and
Lot 1 Janice Place on Kaufman Avenue; and
Lot 2 Janice Place on Kaufmann Avenue; and
Lot 1-1-West 1/4 of Lot 145A L H Langworthy's Addition; and
Lot 1 Herbst Place #2; and

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Lot 2-1-1-3-145 and the South 192.60' of the West Part of Lot 1-2-145 L H Langworthy's Addition; and
Lot 1-1-1-3-145 and 2-2-1-147 and Lot 2-2-2-147 L H Langworthy's Addition; and
The East 34' of Lot 1-2-2-147 and the East 34' of Lot 2-2-1-1-147 L H Langworthy's Addition; and
The West 28' of Lot 1-2-2 of 147 L H Langworthy's Addition; and
The West 28' of Lot 2-2-1-1-147 L H Langworthy's Addition; and
Lot 2-1-2-147 and Lot 1-2-1-1-147 L H Langworthy's Addition; and
The East 1/2 of Lot 1-1-2-147 and Lot 2-1-1-1-147 L H Langworthy's Addition; and
Lot 1-1-1-1-147 and the West 1/2 of Lot 1-1-2-147 L H Langworthy's Addition; and
All of Cornelia Place; and
Lot 2 of the West 1/2 of Lot 148 L H Langworthy's Addition; and
Lot 2-1 of the West 1/2 of Lot 148 L H Langworthy's Addition; and
Lot 1-1 of the West 1/2 of Lot 148 L H Langworthy's Addition; and

All that part of the Valeria Street right of way lying east of the easterly right of way line of Kaufmann Avenue and west of the northerly extension of the easterly line of Lot 1-1 of the West Half of Lot 148 in L H Langworthy's Addition; and

Lot 1-149 L H Langworthy's Addition and Lot 2-1-5 and Part of 2-5 of Mineral Lot 316; and
Lot 2-149 L H Langworthy's Addition; and
The Southerly 50' of the South 100'-Lot 151 L H Langworthy's Addition; and
The North 50' of the South 100' of Lot 151 L H Langworthy's Addition; and
The Southerly 61' of the Northerly 71' of Lot 151 L H Langworthy's Addition; and
The Northerly 10' the Northerly 71' of Lot 151 and the Southerly 50' of the Southerly 100' of Lot 155 L H Langworthy's Addition; and
The Northerly 50' of the Southerly 100' of Lot 155 L H Langworthy's Addition; and
Lot 2 of the Subdivision of the Southwesterly 100' of the Northwesterly 92' of Lot 155 L H Langworthy's Addition; and
Lot 1 of the Subdivision of the Southwesterly 100' of the Northwesterly 92' of Lot 155 L H Langworthy's Addition; and

All that part of the Greenfield Street right of way lying east of the easterly right of way line of Kaufmann Avenue and lying west of the southerly extension of the westerly line of Lot 1-7 in Springgreen Subdivision; and

Lot 6 and Lot 2-7 Springgreen Subdivision; and
Lot 5 Springgreen Subdivision; and
Lot 4 Springgreen Subdivision; and
Lot 3 Springgreen Subdivision; and

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All that part of the Kane Street right of way lying north of the northerly right of way line of Kaufmann Avenue and lying south of the westerly extension of the north line of Lot 3 in Springgreen Subdivision; and

Lot 1 Kieffer Place; and
Lot 2-1 and Lot A of Vogt Place; and

All that part of the Kaufmann Avenue right of way lying south and east of the southerly extension of the west line of Lot 2-1 of Vogt Place and lying north and west of the southerly extension of the westerly line of Lot 1 of Tivoli Addition; and

Lot 158A L H Langworthy's Addition; and
Lot 154 L H Langworthy's Addition; and
Lot 154A L H Langworthy's Addition; and
Lot 2-1-153 L H Langworthy's Addition; and
Lot 1-1-153 L H Langworthy's Addition; and
Lot 2-153 and the North 27' of Lot 2-1-153A L H Langworthy's Addition; and
The South 50' of Lot 2-1-153A L H Langworthy's Addition; and
Lot 2-2-153A L H Langworthy's Addition; and
Lot 1-2-152 and Lot 1-2-153A L H Langworthy's Addition; and
Lot 1-2-2-152 L H Langworthy's Addition; and
Lot 2-2-2-152 L H Langworthy's Addition; and
The NW 4' of Lot 2 of Lot 150 and Lot 1-152 L H Langworthy's Addition; and
The East 88.5' of Lot 2 of the Subdivision of Lot 150 L H Langworthy's Addition; and
Lot 6 of the Subdivision of Lot 150A and of Lot 1 of Lot 150 L H Langworthy's Addition; and
Lot 1-5 of the Subdivision of Lot 150A and of Lot 1 of Lot 150 L H Langworthy's Addition; and

All that part of the Hempstead Street right of way lying south of the southerly right of way line of Kaufmann Avenue and lying north of the northerly right of way line of Lowell Street; and

Lot 1-1-3-146 and 146A and Lot 1-1-2-3-146 and 146A Of L H Langworthy's Addition; and
Lot 1 of Lot 2 of Lots 146 and Lot 146A L H Langworthy's Addition; and
Lot 1-1-1-151 Mechanic's Addition; and
Lot 1 of the Subdivision of Lot 1 of Lots 146 and Lot 146A in L H Langworthy's Addition and Lot 2 of the Subdivision of Lot 2 of Lots 146 and Lot 146A L H Langworthy's and Lot 2-of the Subdivision of Lot 1 of Lot 1 of Lot 151 Mechanics Addition; and
Lot 2 of Lot 1 of the Subdivision of Lots 146 and Lot 146A L H Langworthy's Addition and Lot 2 of Lot 1 of Lot 151 Mechanic's Addition; and
Lots 152, 153 and Lot 2-151 Mechanic's Addition; and
Lot 154 and the West 42' 4" of Lot 155 Mechanic's Addition; and

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All of the Public Alley right of way between Lots 155 and 156 in Mechanic's Addition; and

Lot 156 Mechanic's Addition; and

Lot 157, 158 and 159 Mechanic's Addition; and

Lot 9 and Lot 1-10 of Lots 138, 140, and 142 of L H Langworthy's Addition; and

Lot 1-8 of Lots 138, 140, & 142 L H Langworthy's Addition; and

The West 20' of Lot 6, the West One Half of Lot 7 except the East 5 feet thereof, and Lot 2 of Lot 8, all of the Subdivision of Lots 138, 140, and 142 L H

Langworthy's Addition; and

The East 30' of Lot 7, and the East 5' of Lot 6, and Lot 5, all of the Subdivision of Lots 138, 140, and 142 L H Langworthy's; and

Lot 4-138, 4-140, and 4-142 L H Langworthy's Addition; and

Lot 3-138, 3-140, and 3-142 L H Langworthy's Addition; and

Lot 2-138, 2-140 and 2-142 L H Langworthy's Addition; and

Lot 1 of the Subdivision of Lot 1 and the balance of Lot 2 of the Subdivision of Lot 1, both of the Subdivision of Lots 138, 140 and 142 L H Langworthy's Addition;

and

The North 296' of the West 1/4 of Lot 136 L H Langworthy's Addition; and

The South 50' of the West 1/4 of Lot 136 L H Langworthy's Addition; and

The balance of the Easterly Half of the Westerly Half of Lot 136 L H Langworthy's Addition; and

Lot 2 of Lot 1, and Lot 2, both of the East 1/2 of Lot 136 L H Langworthy's Addition; and

The balance of Lot 1 of Lot 1 of the East 1/2 of Lot 136 L H Langworthy's Addition; and

The balance of Lot 7 Siege Subdivision; and

The West 1/2 of Lot 6 Siege Subdivision; and

The East 1/2 of Lot 6 Siege Subdivision; and

The West 1/2 of Lot 5 Siege Subdivision; and

The East 1/2 of Lot 5 Siege Subdivision; and

Lot 4 Siege Subdivision; and

Lot 3 Siege Subdivision; and;

Lot 2 Siege Subdivision; and

Lot 1-1 Siege Subdivision; and

All that part of the Kleine Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the easterly extension of the south line of Lot 1-2 in Seiges Subdivision; and

Lot 1-63 Marsh's Addition; and

Lot 2-63 Marsh's Addition; and

Lots 3-38 and 4-38 Marsh's Addition; and

Lot 2-38 Marsh's Addition; and

Lot 1-38 Marsh's Addition; and

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All that part of the North Main Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the westerly extension of the south line of Lot 37 in Marsh's Addition; and

Lot 37 Marsh's Addition; and
Lot 36 Marsh's Addition; and
Lot 35 Marsh's Addition; and
Lot 34 Marsh's Addition; and
Lot 33 Marsh's Addition; and
Lot 32 Marsh's Addition; and
The North 95' of Lot 31 Marsh's Addition; and
The North 95' of Lot 1 Marsh's Addition

All that part of the Heeb Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the easterly extension of the southerly line of Lot 12 of Marsh's Addition; and

The South 40' of Lot 1, the North 5' of Lot 2, and the South 40' of Lot 31 Marsh's Addition; and
The South 45' of Lot 2 Marsh's Addition; and
Lot 3 Marsh's Addition; and
Lot 4 Marsh's Addition; and
Lot 5 Marsh's Addition; and
The North 40' of Lot 6 Marsh's Addition; and
Lot 12, Lot 11, Lot 10, and the South 30' of Lot 9, and the East 60' of the North 20' of Lot 9, and the West 125' of the North 20' of Lot 9, Lot 8, Lot 7 and the South 10' of Lot 6, all In Marsh's Addition; and

Lot 62 Marsh's Addition; and
Lot 2-1 Siege Subdivision; and

Lot 1-2-2-3 of the Subdivision of Lots 146 and 146A L H Langworthy's Addition; and
Lots 1-2-150, 1-2-2-150, and 1-150 Mechanic's Addition; and
Lot 1 Runde Place; and
Lot 2 Runde Place; and

All that part of the Napier Street right of way lying east of the easterly right of way line of Hempstead Street and lying west of the northerly extension of the east line of Lot 125 in Mechanic's Addition; and

Lot 125 Mechanic's Addition; and
Lot 124 Mechanic's Addition; and
Lot 123 Mechanic's Addition; and

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All that part of the Public Alley right of way between Lots 119, 120, 121, 122 and 123 in Mechanic's Addition lying east of the easterly right of way line of Hempstead Street and lying west of the southerly extension of the east line of Lot 123 in Mechanic's Addition; and

Lot 2-121 and 2-122 Mechanic's Addition; and
Lot 1-121 and 1-122 Mechanic's Addition; and
Lots 83 and 84 Pleasant View Addition; and
The East 35' of Lot 85 Pleasant View Addition; and
Lots 80, 81, and 82 Pleasant View Addition; and

All that part of the Public Alley right of way between Lots 80, 81, 82, 83, 84, and 85 in Pleasant View Addition lying west of the westerly right of way line of Hempstead Street and lying east of the northerly extension of the East 35' of Lot 85 in Pleasant Valley Addition; and

Lot 79 and 79A Mechanic's Addition; and
Lot 78 Mechanic's Addition; and
Lot 77 Mechanic's Addition; and
Lot 76 Mechanic's Addition; and
Lot 75 Mechanic's Addition; and

All that part of the Montcrest Street right of way lying west of the westerly right of way line of Hempstead Street and lying east of the northeasterly extension of the westerly line of Lot 75 in Mechanic's Addition; and

Lot 1-73 and 1-74 Mechanic's Addition; and
Lot 1-2 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition;
and
Lot 1-3 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition;
and
Lot 1-1 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition;
and
Lot 1-4 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition.

30. North Peru Road Subarea of the district shall include the following described properties:

Lot 1 of Fountain Hill Resubdivision; and

Lots 2 and 3, and Lot 1 of Lot 1 of Lot 4, Lot 2 of Lot 1 of Lot 2 of Lot 4, and Lot 2 of Lot 2 of Lot 4, all of the Subdivision of the South West $\frac{1}{4}$ of Section 1, Township 89 North, Range 2 East, of the 5th Principal Meridian, all in the City of Dubuque, Iowa; and

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All that part of the easterly 33' of the right of way of Peru Road lying south of the northerly line of Lot 2 of Lot 2 of Lot 4 of the Subdivision of the South West $\frac{1}{4}$ of Section 1, Township 89 North, Range 2 East, of the 5th Principal Meridian and its westerly extension, and lying north of the northerly line of Emerald Acres No. 1 and its easterly extension; and

All that part of the right of way of Peru Road lying south of the northerly line of Emerald Acres No. 1 and its easterly extension, and lying north of the easterly line of Lot 4A of Mineral Lot 322 and its northerly extension.

31. Stafford Street Subarea of the district shall include the following described properties:

The Southeasterly 95.53 feet of Lot 17 and the Southeasterly 95.53 feet of Lot 3 of the Subdivision of Lot 18, both in "Dreibelbis Addition, Dubuque" in the City of Dubuque, Iowa, according to the recorded Plat thereof

32. Roosevelt Street Subarea of the district shall include the following described properties:

Lots 6, 7, 8, and 9 in Block 1 of "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 5, in Block 1, in "River Front Subdivision No. 5" in the City of Dubuque, Iowa.

All in the City of Dubuque, Iowa

33. Hawthorne Street Subarea of the district shall include the following described properties:

Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa.

34. Locust Street Subarea of the District shall include the following described properties:

Attachment D

All that part of the east half of the right of way of Bluff Street lying between the westerly extension of the north right of way line of Jones Street and the westerly extension of the south right of way line of Jones Street; and

All that part of the right of way of Jones Street lying east of the east right of way line of Bluff Street and west of the northerly extension of the east right of way line of Bissell Lane; and

All that part of the right of way of Bissell Lane lying south of the south right of way line of Jones Street and north of the westerly extension of the north line of the West 36'2" of the North Half of City Lot 574; and

The Southerly 26 feet of Lot 573, Lot 574 "A", the Northerly 1/2 of Lot 574, except the Westerly 36 feet 2 inches thereof, Lot 1 of Lot 575, and Lot 2 of Lot 2 of Lot 575, in the City of Dubuque, Iowa, according to the United States Commissioners' Plat and the recorded Plats thereof; and

Lot 2 of the Northerly 21 feet of the North 1/2 of Lot 572, the South 21 feet of the North 1/2 of Lot 572, the South 21 feet of the North 1/2 of Lot 572, the South 1/2 of Lot 572, and the Northerly 40 feet of Lot 573, in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

All in the City of Dubuque, Iowa

RESOLUTION NO. ____-24

AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2024.3, FOR THE GREATER DOWNTOWN URBAN RENEWAL AREA AND SETTING THE DATE FOR A PUBLIC HEARING AND CONSULTATION ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2024.3, FOR SAID AREA

WHEREAS, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the “Plan” of “Urban Renewal Plan”) for the Greater Downtown Urban Renewal District (the “District”) in order to provide redevelopment opportunities which will further the purposes and objectives of the Urban Renewal Plan; and

WHEREAS, City staff has recommended that the Urban Renewal Plan be further amended and restated to add projects to the Public Purpose Activities; and

WHEREAS, Iowa Code Chapter 403 requires that before an Urban Renewal Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth herein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan, Version 2024.3, for the Greater Downtown Urban Renewal District to accomplish the foregoing purposes and objectives, to include in such Amended and Restated Urban Renewal Plan, Version 2024.3, any appropriate project activities and details, to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed Amended and Restated Plan, Version 2024.3.

Section 2. That the City Clerk is directed to publish notice of a public hearing on the adoption of an Amended and Restated Urban Renewal Plan, Version 2024.3, for the Greater Downtown Urban Renewal Area to be held on the 16th day of December, 2024, at 6:30 p.m. in the form attached hereto. The notice of said hearing shall generally identify

the areas covered by the proposed Amended and Restated Urban Renewal Plan, Version 2024.3, and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Director is directed to send by ordinary mail a copy of the proposed Amended and Restated Urban Renewal Plan, Version 2024.3, the notice of public hearing, a notice of consultation, and, to the extent the Amended and Restated Urban Renewal Plan, Version 2024.3, includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District Board of Education and Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved and adopted this 18th day of December, 2024.

Brad M. Cavanagh, Mayor

ATTEST:

Adrienne N. Breitfelder, City Clerk

**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.

Housing Appeals and Mediation Board

One, 3-Year term through January 1, 2027 (Vacant term of Spence)

Applicant:

Cole Hansen, 408 Burch St.

Housing Commission

One, 3-Year term through August 17, 2027 (Vacant term of White)

Applicant:

Davis Wall, 1710 ½ White St.

Resilient Community Advisory Commission

One, 3-Year term through July 1, 2026 (Vacant At Large term of Chamberland)

Applicant:

David McDermott, 919 Kirkwood St

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview Sheet
2. Housing Appeals and Mediation Board Applicant
3. Housing Commission Applicant
4. Resilient Community Advisory Commission Applicant
5. Details and Openings
6. Written Input_Uploaded 11.18.24

**APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting,
Monday, November 18, 2024
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

Housing Appeals and Mediation Board

One, 3-Year term through January 1, 2027 (Vacant term of Spence)

Applicant:

- Cole Hansen, 408 Burch St.

Housing Commission

One, 3-Year term through August 17, 2027 (Vacant term of White)

Applicant:

- Davis Wall, 1710 ½ White St.

Resilient Community Advisory Commission

One, 3-Year term through July 1, 2026 (Vacant At Large term of Chamberland)

Applicant:

- David McDermott, 919 Kirkwood St

14-1J-7: HOUSING APPEALS AND MEDIATION BOARD:

A. Board Created: There is hereby created the Housing Appeals and Mediation Board.

B. Purpose: The purpose of the board is to hear appeals relative to repair deadlines and nuisance abatement orders, decisions, or determinations made by the code official and landlord/tenant disputes regarding property access, nuisance abatement and rent abatement due to the failure of the responsible party to correct city code violations in a timely manner.

C. Internal Organization And Rules: The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.

D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations.

E. Membership:

1. The board comprises five (5) residents of the city, appointed by the city council.

2. Special Experience And Training Qualifications: The housing appeals and mediation board shall be comprised of residents with an interest in fair and equitable housing with emphasis on balance of landlords, tenants and other interested citizens.

F. Oath: Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following appointment or at the city clerk's office any time prior to the first meeting of the board.

G. Terms: The term of office for members of the board is three (3) years or until such member's successor is appointed and qualified.

H. Vacancies: Vacancies must be filled in the same manner as original appointments.

I. Officers/Organization: The board must choose annually a chairperson and vice chairperson, each to serve a term of one year. The code official or the code official's designee is the secretary of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.

J. Meetings:

1. The board shall meet upon notice from the chairman, within not less than ten (10) days and not more than ninety (90) days of the filing of an appeal or a request for mediation, at stated periodic meetings, or at the written request of a majority of the members.

2. Attendance:

a. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the chairperson, such absence will be grounds for the board to recommend to the city council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

3. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the city council within ten (10) working days after approval by the board, or by the next regularly scheduled city council meeting, whichever is later.

4. Quorum: Three (3) members of the board must be in attendance to constitute a quorum for the transaction of business. An affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution.

K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the city administrative policies and budget.

L. Removal: Except as provided in subsection 14-1J-7 J2 of this chapter, the city council may remove any member for good cause.

M. Powers:

1. Repair Timeline Appeals:

a. An appeal of repair deadlines shall be based on a claim that specific code violations cannot be corrected in the timeframe prescribed by the inspector. The board shall evaluate whether the violations can be corrected in the time frame prescribed by the inspector. The board may uphold the timeframe prescribed by the inspector or grant an extension of time not to exceed nine (9) months from the date of the notice of violation.

b. In no event shall the board have the authority to amend the violation as determined by the inspector or wave requirements of this code.

2. Nuisance Abatement:

a. An appeal of a nuisance abatement order shall be based on the claim that the true intent of Title 6, Chapters 4 and 8 related to rubbish and garbage have not been correctly interpreted or the provisions don't fully apply. The board may uphold the finding of a nuisance and ordered abatement, modify the deadline for nuisance abatement, or reverse the nuisance designation based on determination that the condition is not a violation of the code.

b. In no event shall the board have the authority to waive the requirements of this code.

3. Mediation:

a. An application for mediation shall be based on the claim that either the landlord or tenant have failed to fulfill their duties as

required by the lease between the parties, the Iowa Code, or the city code.

b. The City will work directly with magistrates within the Iowa District Court in and for Dubuque County to best serve the needs of the involved parties and encourage building positive landlord tenant relationships for the betterment of the community during an eviction proceeding.

c. The board will hear all issues related to the requested mediation, ask questions necessary to develop a full understanding of the issues, guide participants to develop mutually agreeable solutions, and assist in recording binding written agreements between the parties.

Failure to resolve issues in mediation will result in a referral to the appropriate jurisdictional authority (court) along with a copy of the mediation record and any exhibits or evidence provided by parties of the mediation.

4. All appeal hearings shall be conducted in accordance with the procedures specified in this Code.

N. Application For Appeal:

1. Any person affected by a nuisance abatement order or repair timeline decision of the code official shall have the right to appeal to the housing appeals and mediation board, provided a written application for appeal is filed within twenty (20) days after the day the decision, notice, or order was served and prior to the deadline on the notice.

2. An application for appeal shall dispute the timeline necessary to complete repair or the designation of a condition as a nuisance.

O. Disqualification Of Member: A member shall not hear an appeal in which that member has a personal, professional, or financial interest.

P. Postponed Hearing: Either the City, the party appealing, or a mediation participant may request a postponement of a proceeding subject to the approval of the Code official. In no event may a postponement exceed ninety (90) days beyond the date of the appeal. (Ord. 30-16, 6-20-2016, eff. 7-1-2016; amd. Ord. 34-17, 7-5-2017; Ord. 50-20, 12-7-2020; Ord. 32-24, 6-17-2024)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Alexis Steger](#); [Michael Belmont](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 10/30/2024 1:40:54 PM

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Housing Appeals and Mediation Board

Name: (PLEASE Cole Hansen
NOTE: Per City
Code 1-6A-13(H)
City employees
are not eligible
for appointment
to any City
committee,
board, or
commission)

Please enter the best way to pronounce your name below: Cole Hansen

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Website

If other, please specify:	<i>Field not completed.</i>
Gender (choose all that apply)	Man
If trans or transgender please specify:	<i>Field not completed.</i>
If another identity please specify:	<i>Field not completed.</i>
Street Address:	408 burch st
PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
City	Dubuque
State	IA
Zip Code:	52001
Preferred Phone Number:	7736170934
Email Address(es):	Cole.Hansen66@gmail.com
Place of Employment:	Great River Learning
Business Phone Number:	5635817854
Job Title/ Duties:	Director of Sales
Please list your experience, skills and or education that have prepared you for service on this board/commission:	Dubuque Landlord with 25 units and 4 years of experience.
What	Experience dealing in the topic as a landlord and a tenant.

contributions can
you make or
state reason for
applying?

Describe your
experience
working in
diverse
environments:

I work with educators across the country with a diverse background
in race, gender, ethnicity and age.

Describe your
experience
engaging other
community
members to
gather their input
and opinions:

I'm very active in the Dubuque community and locally in my
neighborhood.

List two
references:
(Include their
name and phone
number)

Jeremy Noel - 563-543-7292
Tanisha Pearson - 563-213-9942

Are you currently
serving on other
Boards,
Commissions, or
Committees?

No

If yes, which?

Field not completed.

Have you served
on a Board,
Commission, or
Committee
before?

No

If yes, which?

Field not completed.

Have you
participated in the
City Life
program?

No

If so, when?

Field not completed.

Have you
participated in the
Intercultural
Competency
Program offered

No

through the City
of Dubuque or
other
organizations?

If yes to the
above question,
please list the
organization that
offered the
program and the
date of
completion:?

Field not completed.

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type
your name here
as electronic
verification):

Cole Hansen

Date:

10/30/2024

Email not displaying correctly? [View it in your browser.](#)

ARTICLE B. HOUSING COMMISSION

SECTION:

2-5B-1: Commission Created

2-5B-2: Purpose

2-5B-3: Internal Organization And Rules

2-5B-4: Procedures For Operation

2-5B-5: Membership

2-5B-6: Oath

2-5B-7: Terms

2-5B-8: Vacancies

2-5B-9: Officers/Organization

2-5B-10: Meetings

2-5B-11: Compensation

2-5B-12: Removal

2-5B-13: Powers

2-5B-14: Project Approval

2-5B-15: Monitor Housing Program; Conduct Hearings On Grievances

2-5B-1: COMMISSION CREATED:

There is hereby created the housing commission. (Ord. 67-15, 10-19-2015)

2-5B-2: PURPOSE:

The purpose of the commission is to undertake and carry out studies and analysis of housing needs and the meeting of such needs; to recommend proposed projects in the area of low and moderate income housing for the citizens of the city; to monitor the city's housing programs; and to conduct grievances regarding the rental assistance program, except in the area of property maintenance code enforcement. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

2-5B-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 67-15, 10-19-2015)

2-5B-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 67-15, 10-19-2015)

2-5B-5: MEMBERSHIP:

A. Number: The commission comprises ten (10) residents of the city.

B. Special Qualifications:

1. At least three (3) members must be appointed specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.

2. One (1) member must be a person who is a recipient of tenant based rental assistance under section 8 of the United States Housing Act of 1937, whose name appears on a lease of section 8 property. If such member ceases to be a recipient of rental assistance under section 8, the term of such member is deemed terminated and a new member who meets the requirements of this subsection must be appointed for the remainder of the term.

3. The remaining members are at-large members.

4. Cross-Representation:

a. One (1) member must be appointed by the commission, with city council approval, to serve on the community development advisory commission.

b. One (1) member must be appointed by the commission, with city council approval, to serve on the long range planning advisory commission. (Ord. 74-15, 12-7-2015; amd. Ord. 5-21, 2-15-2021; Ord. 54-23, 12-4-2023; Ord. 33-24, 6-17-2024)

2-5B-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 67-15, 10-19-2015; Ord. 33-24, 6-17-2024)

2-5B-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representative appointees to the community development advisory commission and the long range planning advisory commission must coincide with their terms on the housing commission. (Ord. 67-15, 10-19-2015; amd. Ord. 5-21, 2-15-2021)

2-5B-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 67-15, 10-19-2015)

2-5B-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 67-15, 10-19-2015)

2-5B-10: MEETINGS:

- A. Regular Meetings: The commission must meet quarterly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Six (6) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 67-15, 10-19-2015; amd. Ord. 38-21, 11-1-2021; Ord. 33-24, 6-17-2024)

2-5B-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 67-15, 10-19-2015)

2-5B-12: REMOVAL:

Except as provided in subsection 2-5B-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 67-15, 10-19-2015)

2-5B-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To contribute as appropriate in the planning, coordinating, and review of housing development;
- B. To conduct public hearings to ensure meaningful citizen input in the planning, implementation, and assessment of the city's housing programs;
- C. To provide for and encourage the participation of low and moderate income persons in the planning, implementation, and assessment of housing programs;
- D. To provide input into the community planning process and to assist in accomplishing a coordinated and consistent housing development program of the city in accordance with present and future housing needs;
- E. To request and review ongoing surveys assessing housing needs and identifying future community housing needs, particularly the needs of persons of low and moderate income;
- F. To support the efforts of the city council and other city commissions in the assessment of the general housing needs of the community;
- G. To undertake from time to time other specific ongoing housing planning which may be referred to it by the city council;
- H. To research and recommend to the city council policies and programs facilitating the development of affordable housing;
- I. To undertake public information efforts to educate citizens of the availability of federal, state, and locally funded housing assistance programs;
- J. To assist in the preparation of the housing element of the city comprehensive plan and the annual consolidated plan; and
- K. Undertake such additional duties, upon the request of the City Council. (Ord. 67-15, 10-19-2015; amd. Ord. 54-23, 12-4-2023)

2-5B-14: PROJECT APPROVAL:

Any proposed low rent housing project is subject to the approval of the city council and any project requiring a referendum as provided in the Iowa Code must be submitted to the voters of the city in accordance with the Iowa Code. (Ord. 67-15, 10-19-2015)

2-5B-15: MONITOR HOUSING PROGRAM; CONDUCT HEARINGS ON GRIEVANCES:

The commission monitors the city's housing program and conducts hearings on grievances arising out of the operation of such program with the exception of property maintenance code enforcement which is handled by the housing board of appeals. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Alexis Steger](#); [Gina Hodgson](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 10/3/2024 8:22:26 PM

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Housing Commission
Commission, or
Committee
applying for:

Please identify At-Large
which opening on
the Housing
Commission your
qualifications
represent

Name: (PLEASE David Wall
NOTE: Per City
Code 1-6A-13(H)
City employees
are not eligible
for appointment
to any City
committee,
board, or
commission)

Please enter the Day vid Wall
best way to
pronounce your
name below:

How did you hear
about City of
Dubuque Boards
and
Commission?

If other, please
specify: Board member, I've also been on this Commission twice before

Gender (choose
all that apply) Man

If trans or
transgender
please specify: *Field not completed.*

If another identity
please specify: *Field not completed.*

Street Address: 1710 1/2 White Street
PLEASE NOTE: Apt 2 upstairs
you must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

City Dubuque, IA

State Iowa

Zip Code: 52001

Preferred Phone
Number: 5634517986

Email
Address(es): davidwall989@yahoo.com

Place of
Employment: not employed ,on disability

Business Phone
Number: 5634517986

Job Title/ Duties: N/A

Please list your
experience, skills
and or education I've been on this Commission twice before; degrees in political
science and psychology from Iowa State University

that have
prepared you for
service on this
board/commissio
n:

What contributions can you make or state reason for applying?	Experience; I think it's important for citizens to take part in local issues
---	---

Describe your experience working in diverse environments:	Work in health care settings and experience volunteering on political campaigns
---	--

Describe your experience engaging other community members to gather their input and opinions:	As a previous Housing Commission member, I was open to receiving suggestions from people in my neighborhood
---	--

List two references: (Include their name and phone number)	Kevin Erlich 5635137732 Laura Hoffman 5638453993
--	---

Are you currently serving on other Boards, Commissions, or Committees?	No
--	----

If yes, which?	<i>Field not completed.</i>
----------------	-----------------------------

Have you served on a Board, Commission, or Committee before?	Yes
--	-----

If yes, which?	Housing Commission
----------------	--------------------

Have you participated in the City Life program?	Yes
--	-----

If so, when?	not sure when, probably fifteen years ago or more
Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	Yes
If yes to the above question, please list the organization that offered the program and the date of completion:?	I may have during Commissioner training through the city
This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.	
Signature (type your name here as electronic verification):	David Richard Wall
Date:	10/4/2024

Email not displaying correctly? [View it in your browser.](#)

CHAPTER 6

RESILIENT COMMUNITY ADVISORY COMMISSION

SECTION:

2-6-1: Commission Created

2-6-2: Purpose

2-6-3: Internal Organization And Rules

2-6-4: Procedures For Operation

2-6-5: Membership

2-6-6: Oath

2-6-7: Terms

2-6-8: Vacancies

2-6-9: Officers/Organization

2-6-10: Meetings

2-6-11: Compensation

2-6-12: Removal

2-6-13: Powers

2-6-1: COMMISSION CREATED:

There is hereby created the resilient community advisory commission. (Ord. 32-16, 7-5-2016)

2-6-2: PURPOSE:

The purpose of the commission is to advise on city policies and practices to assure resilient outcomes; facilitate the ability to adapt to factors influencing the social/cultural, economic and environmental well being of the community; prevent, prepare for, and recover from adverse vulnerabilities and change through coordination, data analysis, evaluation and citizen engagement; and to create a viable, livable and equitable community. (Ord. 32-16, 7-5-2016)

2-6-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 32-16, 7-5-2016)

2-6-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 32-16, 7-5-2016)

2-6-5: MEMBERSHIP:

- A. Composition: The commission comprises nine (9) residents of the city, appointed by the city council.
- B. Qualifications: Efforts should be taken to balance the composition of the commission as follows:
 1. Members must be able to think systemically and analyze data in order to meet the stated purpose of the commission.
 2. Members' interest and/or expertise must represent the three (3) pillars of the sustainable Dubuque model: economic prosperity, environmental integrity, and social/cultural vibrancy.
 3. Members should represent a wide range of sectors within the community, including business, neighborhoods, nonprofit, and educational institutions.
 4. Three (3) or more members should also hold positions on one of the following commissions: arts and cultural advisory commission, Catfish Creek Watershed management authority, community development advisory commission, historic preservation commission, housing commission, human rights commission, long range planning advisory commission, parks and recreation advisory commission, transit advisory commission, and/or zoning advisory commission.
 5. Members should represent the socioeconomic, geographic, and demographic diversity of the community, including youth representation. (Ord. 32-16, 7-5-2016)

2-6-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 32-16, 7-5-2016; amd. Ord. 38-24, 6-17-2024)

2-6-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representatives appointed from the arts and cultural affairs advisory commission, Catfish Creek Watershed management authority, community development advisory commission, historic preservation commission, housing commission, human rights

commission, long range planning advisory commission, park and recreation advisory commission, transit advisory board, and/or zoning advisory commission must coincide with their terms on the resilient community advisory commission. (Ord. 1-17, 1-3-2017; amd. Ord. 38-24, 6-17-2024)

2-6-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 32-16, 7-5-2016)

2-6-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among the officers for the remainder of the officer's unexpired term. (Ord. 32-16, 7-5-2016)

2-6-10: MEETINGS:

- A. Regular Meetings: The commission generally meets monthly. When there is no business, there is no obligation to meet.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 32-16, 7-5-2016; amd. Ord. 42-21, 11-15-2021; Ord. 38-24, 6-17-2024)

2-6-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies budget. (Ord. 32-16, 7-5-2016)

2-6-12: REMOVAL:

Except as provided in subsection 2-6-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 32-16, 7-5-2016)

2-6-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To review research and data in order to provide input on reidentification, prevention, and plans for potential economic, environmental, and social/cultural vulnerabilities.
- B. To review plans for long term prevention, preparedness, and recovery efforts.
- C. To review policy and program recommendations to the city council in order to influence resilient outcomes for the community.
- D. To provide comment to the city council on the allocation of budgeted city funding to achieve adopted resiliency goals.
- E. To educate and engage the public on commission priorities.
- F. To provide input on and review strategies to address identified vulnerabilities in collaboration with city staff, other city commissions and community partners.
- G. To review and make recommendations regarding sustainable Dubuque community grant allocations.
- H. To respect the policy making authority of the city council, the city manager's responsibilities to implement the goals and priorities the council establishes (council manager form of government) and the responsibility of city staff to report to the city manager.
- I. To ensure coordination and communication with other commissions. (Ord. 32-16, 7-5-2016)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Gina Bell](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 11/13/2024 9:49:21 AM

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Resilient Community Advisory Commission

Please identify which required criteria you possess to qualify for the Resilient Community Advisory Commission	Interest and/or expertise in environmental integrity, Interest and/or expertise in social/cultural vibrancy, Think systemically and analyze data
--	--

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) David McDermott

Please enter the Day-vid Mick-der-Mott

best way to
pronounce your
name below:

How did you hear Through a Friend
about City of
Dubuque Boards
and
Commission?

If other, please *Field not completed.*
specify:

Street Address: 919 Kirkwood St
PLEASE NOTE:
you must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

City Dubuque

State IA

Zip Code: 52001

Preferred Phone 5635801874
Number:

Email David.e.mcdermott@gmail.com
Address(es):

Place of Sisters of the Presentation
Employment:

Business Phone (563) 588-2008
Number:

Job Title/ Duties: Justice Promoter. My role is to activate the Justice priorities of the
Sisters of the Presentation regarding racial equity, care of
Creation, and immigration.

Please list your I have worked in Dubuque for over 20 years in different positions for
experience, skills peace and justice. During that time I've created a strong and broad
and or education network of community members. This network allows me
that have opportunities to assess situations and collaborate with others to
prepared you for improve them.
service on this

board/commission:
n:

What contributions can you make or state reason for applying?	I'll enter ready to listen. From there, I'll discern the best way to contribute with the help of the rest of the group. I'm applying because I believe groups like this can quietly play a vital component in improving communities.
---	--

Describe your experience working in diverse environments:	I've worked the Oak Park neighborhood of Sacramento which was over a 90% black community when I was there. I have also worked with migrant farmers in Pueblo, CO. Both experiences allowed me the opportunity to experience my race for the first time and broaden my perspective. The experiences have helped me see my unrecognized bias which I can continue to work toward on.
---	--

Describe your experience engaging other community members to gather their input and opinions:	Most of my work with the Sisters of the Presentation involves connecting with sisters to get their input and opinions on what we should be addressing as a community.
---	---

List two references: (Include their name and phone number)	Rita Menart 563-588-2008 ext 106 Jean Lange 563-588-2008 ext 155
---	---

Are you currently serving on other Boards, Commissions, or Committees?	No
--	----

If yes, which?	<i>Field not completed.</i>
----------------	-----------------------------

Have you served on a Board, Commission, or Committee before?	No
--	----

If yes, which?	<i>Field not completed.</i>
----------------	-----------------------------

Have you participated in the City Life program?	No
---	----

If so, when?	<i>Field not completed.</i>
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This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency.

Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type your name here as electronic verification):

Date: 11/13/2024

Email not displaying correctly? [View it in your browser.](#)

CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 24

Indicates openings within 2024

Open

Indicates Current Opening

**

Indicates Public Member representing board or commission and appointed as a representative to a separate board or commission

AIRPORT COMMISSION

4 Yr. Term - Meets 4th Tuesday, 4 p.m., Airport Conf. Room

Public Member 1	Douglas	Brotherton	9/14/25
Public Member 2	Marianne	Kurtz-Weber	9/14/25
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Sue	Clemenson	9/14/24

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

County Rep.	Laurie	Guy	2/15/26
County Rep.	Mary	Goebel	2/15/26
Public Member 1	Open	Open	Unknown
ZBA Rep.	Rena	Stierman	3/25/27
ZBA Rep.	Jonathan	McCoy	3/25/26

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

County Rep.	Open	Open	12/31/26
County Rep.	Mary	Goebel	12/31/26
Public Member 1	Open	Open	12/31/26
ZAC Rep.	Richard	Russell	7/1/27
ZAC Rep.	Matthew	Mulligan	7/1/25

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

Business Pro 1	Franco	Menchaca	6/30/27
In Cultural & Entertain Dist. 1	Open	Open	6/30/27
Out Cultural & Entertain Dist. 1	Open	Open	6/30/25
Public Member 1	Shirley	Davis-Orwoll	6/30/25
Public Member 2	Doug	Donald	6/30/26
Public Member 3	Open	Open	6/30/26
Public Member 4	Nicholas	Halder	6/30/25

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Open	Open	1/1/27
Multidisciplinary Rep. 2	Open	Open	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Greg	Gorton	7/1/25

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Open	Open	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1 **	Open	Open	7/16/28
Public Member 2	Open	Open	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	Danielle	Jacobs	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Brenda	Christner	6/29/25
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Open	Open	6/29/25

CIVIL SERVICE COMMISSION

4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Daniel	White	4/6/25

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/24
Low/Moderate Income Rep. 1	Open	Open	2/15/26
Low/Moderate Income Rep. 2	Open	Open	2/15/27
Low/Moderate Income Rep. 3	Gabriel	Mozena	2/15/27
Low/Moderate Income Rep. 4	Dominique	Jeter	2/15/25
Public Member 1	Open	Open	2/15/27
Public Member 2 **	Dean	Boles	2/15/25
Public Member 3	Michelle	Hinke	2/15/25
Public Member 4	Julie	Woodyard	2/15/26

Equity and Human Rights Commission**3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2**

Public Member 1	Rick	Baumhover	1/1/25
Public Member 2	Open	Open	1/1/26
Public Member 3	Matt	Zanger	1/1/26
Public Member 4	Jake	Kurczek	1/1/26
Public Member 5	Nikkole	Nutter	1/1/27
Public Member 6	Open	Open	1/1/27
Public Member 7	Maitha	Jolet	1/1/25
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/25

HISTORIC PRESERVATION COMMISSION**3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.**

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/25
Langworthy District 1	Thea	Dement	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/25
Interim District Rep. 1	Open	Open	No Appointment Needed

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	Open	Open	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	8/17/25
Public Member 4	Open	Open	8/17/27
Public Member 5	Open	Open	8/17/27
Public Member 6	Cathy	Dickens	8/17/25
Public Member 7	Julietta	Scott	8/17/26
Public Member 8 **	Rick	Baumhover	8/17/25
Public Member 9 ** **	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Open	Open	8/17/27

HOUSING TRUST FUND ADVISORY COMMITTEE**3 Yr. Term - Meets as needed, 7:30 a.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Baumhover	8/17/25
Housing Commission Rep. 2	Amy	Eudaley	8/17/26
Public Member 1	Open	Open	8/17/25
Public Member 2	Jim	Holz	8/17/27
Public Member 3	Michelle	Becwar	8/17/27

INVESTMENT OVERSIGHT ADVISORY COMMISSION**3 Yr. Term - Meets 4th Wed.(Jan., April, July, Oct.) 3 p.m., City Hall**

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Open	Open	7/1/27
Public Member 4	Joshua	Merritt	7/1/25
Public Member 5	Gary	Ruden	7/1/25

LONG RANGE PLANNING ADVISORY COMM.**3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Merfeld	8/17/25
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Cliff	Conrad	7/1/25
Public Member 6	Open	Open	7/1/25

PARKS AND RECREATION ADVISORY COMMISSION**3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations**

Public Member 1 **	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/25
Public Member 6	Josh	Jorgenson	6/30/25
Public Member 7	Jason	Henkel	6/30/25

RESILIENT COMMUNITY ADVISORY COMMISSION**3 Yr. Term - Meets 1st Thur. 5:00 p.m. , Jule Op. & Train. Center**

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Dean	Boles	2/15/25
Public Member 1	Sandra	Evans	7/1/25
Public Member 2	Nolan	Bielinski	7/1/27
Public Member 3	Open	Open	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Rachel	Schmidt	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/25

TRANSIT ADVISORY BOARD**3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.****Intermodal Transit Station**

Public Member 1	Open	Open	7/30/25
Public Member 2	Open	Open	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Open	Open	7/30/27

ZONING ADVISORY COMMISSION**3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..**

Public Member 1 **	Matthew	Mulligan	7/1/25
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Troy	Froistad	7/1/27
Public Member 7	Pat	Norton	7/1/25

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	3/25/25
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

Adrienne Breitfelder

From: Citizen Support Center <dubuqueia@mycusthelp.net>
Sent: Friday, November 15, 2024 10:53 AM
To: Adrienne Breitfelder
Subject: "Contact Us" inquiry from City of Dubuque website

This sender is trusted.

Contact Us

Name: Cole Hansen

Address: 408 burch st

Ward: 4

Phone: 7736170934

Email: Cole.Hansen66@gmail.com

City Department: City Council

Message: Good morning -

My name is Cole Hansen and I live at 408 Burch St here in Dubuque, Iowa. I'm reaching out to introduce myself along with my application for the Housing Appeals and Mediation board. I've been a resident of Dubuque since 2015 when I came here to attend Loras College. Since graduating in 2019 I have become an active investor owning and self-managing 24 apartment units/homes in Dubuque with over half of those being individuals on the cities housing voucher program. I pride myself in being a partner to the city when it comes to the voucher program and accepting tenants through this program. I believe my experience with tenants both in and out of the voucher program makes me an ideal candidate for this position. Thank you for your consideration!

Adrienne Breitfelder

From: Citizen Support Center <dubuqueia@mycusthelp.net>
Sent: Sunday, November 17, 2024 4:44 PM
To: Adrienne Breitfelder
Subject: "Contact Us" inquiry from City of Dubuque website

This sender is trusted.

Contact Us

Name: Dave McDermott

Address: 919 KIRKWOOD ST

Ward: 2

Phone: 5635801874

Email: david.e.mcdermott@gmail.com

City Department: City Council

Message: Dear Members of the Dubuque City Council,

I am grateful to know many of you personally and I appreciate your work in our community.

I am writing to express my interest in joining the Resilient Community Advisory Committee. As a long-time resident of Dubuque, I have witnessed firsthand the challenges and opportunities our community faces. I feel my professional background as the Justice Promoter for the Sisters of the Presentation has equipped me with the skills and knowledge necessary to contribute effectively to this committee. I am eager to collaborate with others to enhance the resilience and sustainability of our city.

Throughout my career, I have been involved in various projects aimed at promoting environmental stewardship and community resilience. I have worked with local governments, non-profit organizations, and community groups to develop and implement strategies that address climate change, racial equity, and indigenous rights. I believe that my commitment to these issues will be valuable assets to the Resilient Community Advisory Committee.

In addition to my professional experience, I am an active member of several local organizations that focus on environmental conservation and community development. I have volunteered with St Anthony's social justice team, the Dubuque non-violence coalition and Dubuque area Catholic Workers.

Thank you for considering me. I look forward to the possibility of contributing to the important work of the Resilient Community Advisory Committee.

Sincerely,

David McDermott

919 Kirkwood St Dubuque, IA 52001

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE:	Approving a Development Agreement with Dubuque Racing Association, Ltd.
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approve a Development Agreement by and between the City of Dubuque, Iowa Dubuque Racing Association, Ltd. (DRA) for the redevelopment of a lease area lying within parts of Lot 1, Lot 2, and Lot 3 of Chaplain Schmitt Island in the City of Dubuque (the Property), including the development of a PinSeekers facility, and providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations, and City Manager recommending approval. RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Dubuque Racing Association, LTD., Including The Issuance Of Urban Tax Increment Revenue Obligations
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Resolution of Approval 4. Development Agreement

TO: The Honorable Mayor and City Council Members

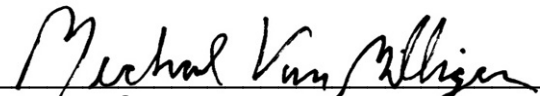
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: November 14, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution approving a Development Agreement by and between the City of Dubuque, Iowa Dubuque Racing Association, Ltd. (DRA) for the redevelopment of a lease area lying within parts of Lot 1, Lot 2, and Lot 3 of Chaplain Schmitt Island in the City of Dubuque (the Property), including the development of a PinSeekers facility, and providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

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

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 and Dubuque Racing Association, Ltd. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: November 8, 2024

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 Dubuque Racing Association, Ltd. (DRA) for the redevelopment of a lease area lying within parts of Lot 1, Lot 2, and Lot 3 of Chaplain Schmitt Island in the City of Dubuque (the Property), including the development of a PinSeekers facility, and providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

In 2014, a Master Plan for Chaplain Schmitt Island was adopted which laid out key community desires for the creation of a destination area on the Island. This was followed in 2017 with a Placemaking Plan, updated in 2022 to include an amphitheater and improved trails, resulting in the City of Dubuque being awarded a number of grants to accomplish this work.

More recently, a Development Plan for Chaplain Schmitt Island has been prepared for review and adoption by the City Council. This 2024 Development Plan sets forth a plan for implementing the recommendations of the accumulated planning work for the area.

DISCUSSION

One of the recommendations of the Development Plan is to provide a variety of entertainment and recreational opportunities on Chaplain Schmitt Island with a unique

mix of uses that are different from existing developments in Dubuque. To this end, DRA has had conversations with developers of these types of facilities, including the developers of PinSeekers – a hybrid golf facility, with current locations in Deforest, WI, and Tiffin, IA. These facilities have a diverse range offerings, including all-weather Toptracer golf suites, mini bowling, putting greens, multi-sports simulators, and event spaces for group gatherings.

The key elements of the Development Agreement include the following:

- Developer will facilitate a capital investment of approximately \$18 million dollars to redevelop the Property as a hybrid golf facility.
- Developer will receive 10 years of years of tax increment financing incentives in the form of semi-annual rebates. Total tax increment financing incentives are estimated to not exceed \$2,275,686.
- Project construction is scheduled to commence on or before April 1, 2025 and to be substantially completed by September 30, 2026.

The DRA has brought a formal proposal to City staff to facilitate an investment of \$18 million for the development of a PinSeekers facility to be located on Chaplain Schmitt Island.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached resolution approving the Development Agreement, including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations, for the development of a PinSeekers facility on Chaplain Schmitt Island.

Prepared by: Jill Connors, Economic Development. 50 W. 13th Street, Dubuque IA 52001, 563 589-4213
Return to: Jill Connors, Economic Development. 50 W. 13th Street, Dubuque IA 52001, 563 589-4213

RESOLUTION NO. ____-24

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND DUBUQUE RACING ASSOCIATION, LTD., INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, the City Council, by Resolution No. 348-24, dated November 4, 2024, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Dubuque Racing Association, LTD., for redevelopment of a lease area lying within parts of Lot 1, Lot 2, and Lot 3 of Chaplain Schmitt Island in the City of Dubuque (the Property) including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on November 18, 2024 at 6:30 p.m.; and

WHEREAS, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by Dubuque Racing Association, LTD., according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and Dubuque Racing Association, LTD., a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. 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 18th day of November, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE RACING ASSOCIATION, LTD.**

This Development Agreement (Agreement), dated for reference purposes the 18th day of November, 2024 is made and entered into by and between the City of Dubuque, Iowa, a municipality ("City"), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (Urban Renewal Act), and Dubuque Racing Association, Ltd. ("Developer"), an Iowa nonprofit association with its principal place of business in Dubuque, Iowa.

WHEREAS, Developer is the lessee of the following described real estate (the "Property"), said legal descriptions to be reviewed and approved by Developer and City on or before the Closing Date:

A LEASE AREA LYING WITHIN PARTS OF LOT 1, LOT 2, AND LOT 3 OF CHAPLAIN SCHMITT ISLAND IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF CHAPLAIN SCHMITT ISLAND AND RUNNING THENCE SOUTH 23 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, 138.28 FEET;

THENCE SOUTH 66 DEGREES 42 MINUTES 23 SECONDS EAST, 6.00 FEET;

THENCE SOUTH 23 DEGREES 47 MINUTES 55 SECONDS WEST, 170.69 FEET;

THENCE NORTH 66 DEGREES 24 MINUTES 37 SECONDS WEST, 749.48 FEET;

THENCE NORTH 23 DEGREES 17 MINUTES 34 SECONDS EAST, 201.59 FEET TO THE NORTH LINE OF LOT 1 OF SAID CHAPLAIN SCHMITT ISLAND;

SOUTH 89 DEGREES 12 MINUTES 25 SECONDS EAST ALONG NORTH LINE SAID LOT 1, 84.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTHEASTERLY ALONG SAID NORTH LINE OF LOT 2 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

SOUTH 89 DEGREES 12 MINUTES 25 SECONDS EAST, 18.58 FEET;

SOUTH 86 DEGREES 19 MINUTES 09 SECONDS EAST, 132.77 FEET;

SOUTH 73 DEGREES 14 MINUTES 57 SECONDS EAST, 78.96 FEET;

SOUTH 68 DEGREES 22 MINUTES 13 SECONDS EAST, 384.14 FEET;

SOUTH 66 DEGREES 16 MINUTES 54 SECONDS EAST, 63.93 FEET TO SAID NORTHEAST CORNER OF LOT 2 AND THE POINT OF BEGINNING.

CONTAINING 4.90 ACRES, MORE OR LESS.; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the "District") which has been so designated by City Council Resolution 155-11 as a slum and blighted area (the "Project Area") defined by Iowa Code Chapter 403 (the "Urban Renewal Law"); and

WHEREAS, Developer will facilitate a capital investment including the construction

of a new facility, equipment, furniture and fixtures in the Property (the "Project"); and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on September 3, 2024, a copy of which is attached hereto as Exhibit A (the "Urban Renewal Plan"), City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the City Council believes it is in the best interests of City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this

Agreement.

(6) No ordinance or hearing is now 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 to 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. Developer makes the following representations and warranties:

(1) Developer is a corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and, subject to the approval of the Iowa Racing and Gaming Commission ("IRGC"), 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 City and approval by IRGC, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at 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 reasonable commercial 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 entered into a sublease agreement with PinSeekers Dubuque RE, LLC and PinSeekers Dubuque Operations, LLC (individually and collectively "PinSeekers"), and PinSeekers has obtained (or will obtain prior to the Closing Date) 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 as agreed by the Parties but in no event shall the Closing Date be later than the 15th day of March 2025 . Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit D.

(2) Developer shall have the right to terminate this Agreement at any time prior to the Commencement Date set forth in Section 2.3 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 Developer shall have no liability or obligation whatsoever as a result of such termination.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that

PinSeekers 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 and/or PinSeekers' financial ability as the reasonable judgment of City requires.

(5) Developer's counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit C.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will facilitate a capital investment of approximately Eighteen million dollars (\$18,000,000) to improve the Property (the "Minimum Improvements"). The Minimum Improvements including the construction of a recreational facility and related furnishings.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the "Construction Plans") shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City in City's reasonable discretion, (which approval shall not be unreasonably refused, conditioned or delayed), plans, drawings, specifications, and related documents with respect to the improvements to be constructed on the Property, which construction shall be facilitated by Developer. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced on or before April 1, 2025 ("Commencement Date") and shall be substantially completed by September 30, 2026. The time frames for the performance of these obligations shall be subject to suspension and/or extension due to Force Majeure Event in accordance with the terms of Section 9.3 of this Agreement.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, the City Manager shall furnish Developer with an appropriate instrument certifying such completion. 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 with respect to the obligations of Developer to facilitate the construction of the Minimum

Improvements.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grant to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make twenty (20) consecutive semi-annual payments (such payments being referred to collectively as the "Economic Development Grants") to Developer as follows:

November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six (6) month period in respect of the Minimum Improvements constructed by Developer (the "Developer Tax Increments"). City and Developer agree the Property Parcel 118476004 will be assessed on January 1, 2025.

An agreement of value will be acknowledged and signed by the parties' post assessment and added as an addendum to this Agreement.

For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessed value on January 1, 2025 (the "Baseline Valuation").

The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) any taxes for the instructional support levy, (iv) any tax increment revenues collected by City in respect of the Baseline Valuation of the Property 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 Developer as regular property taxes.

(1) To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2026, its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until December 1, 2036 to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on November 1st and May 1st of that fiscal year. (Example: upon City's certification in December 2026, the Economic Development Grants in respect thereof would be paid to Developer on November 1, 2027, and May 1, 2028.)

(2) The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the DRA TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Minimum Improvements and allocated to the DRA TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the DRA TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

(3) City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

SECTION 4. NON-APPROPRIATION / LIMITED SOURCE OF FUNDING

4.1 Non-appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grant shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit under the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the

right of non-appropriation by the City Council as provided in this Section 4.1(1). City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid to Developer in the next fiscal year under this Agreement.

(2) In the event the City Council elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grant due and payable in that fiscal year, then: i) City shall have no further obligation to Developer for the payment of all installments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose; and, ii) Developer shall be released from all further obligations under this Agreement during that same fiscal year.

(3) Each installment of the Economic Development Grant shall be paid by City solely from funds appropriated for that purpose by the City Council from taxes levied on the Property that are allocated to the special fund pursuant to Iowa Code §403.19(2).

4.2 Limited Source of Funding. The right of non-appropriation reserved to City in this Section 4.1(1) is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 Conformance with Codes. The Minimum Improvements shall conform to all city, state and federal codes.

5.2 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer to verify the cost of the Minimum Improvements in accordance with generally accepted accounting principles consistently

applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.3 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 unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.4 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended; provided, however, that the foregoing agreement shall not be deemed to be applicable to any existing exemption of Developer and/or any other exemption available with respect to any other property (other than the Property) in which Developer has or may have an ownership or leasehold interest.

5.5 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (at no cost or expense to City) builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the building (including Minimum Improvements) replacement value when construction is completed. Coverage shall include the "special perils" form and Developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, (at no cost or expense to City) 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). Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) 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.

(4) Developer shall notify City immediately in the case of damage exceeding two hundred thousand dollars (\$200,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance ("Net Proceeds"), shall be paid directly to Developer

and/or PinSeekers as their interests may appear, and Developer shall forthwith facilitate the repair, reconstruction and restoration of 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 facilitate the application of the Net Proceeds of any insurance relating to such damage received by Developer and/or PinSeekers 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).

5.6 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make or cause to be made all necessary repairs, replacements, renewals and additions. Nothing in this Section 5.8 or in this Agreement, however, shall limit or otherwise affect Developer's sole discretion with respect to the means, methods and expenses in carrying out such maintenance and repairs.

5.7 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.8 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.9 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 prior written consent of City, which shall not be unreasonably withheld. City has no obligation to consent to any assignment or sale.

5.10 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.

5.11 Restrictions on Use. 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 Renewal Plan (and City represents and agrees that use of the Property as retail/commercial, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest or sublessee (including PinSeekers) 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 age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation 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 or sublessee (including PinSeekers) shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.12 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement, and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.

(2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion (it being acknowledged and agreed that Developer's sublease of the Property to PinSeekers shall not constitute or be deemed to constitute a breach of this Section 6.1(3)).

- (4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 6.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from Developer deemed adequate by City, that Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement; or
- (3) City may withhold the Certificate of Completion; or
- (5) City may require Developer to take action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant under this Agreement or terminate the sublease agreement with PinSeekers.

Notwithstanding to the contrary herein, the parties acknowledge and agree that, due to the fact that Developer's obligations hereunder relate to the facilitation of the construction of the Minimum Improvements, Developer shall have no monetary liability upon the occurrence of any Event of Default hereunder but shall have the affirmative obligation to attempt to identify a suitable third party capable of completing the Minimum Improvements, subject to City approval, and that the sole consequence to Developer of any Event of Default would be the loss of entitlement to the Economic Development Grants hereunder.

6.3 No Remedy Exclusive. Except as otherwise provided in the last sentence of Section 6.2 or elsewhere in this Agreement, no remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be

limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 [Reserved].

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Dubuque Racing Association, Ltd.
Attn: Alex Dixon, President & CEO
1855 Greyhound Park Rd
Dubuque IA 52001
Phone: (563) 585-3002

With copy to: O'Connor & Thomas, PC.
Tonya A. Trumm 1000 Main St.
Dubuque, IA 52001
Phone: (563) 557-8400
ttrumm@octhomaslaw.com

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589.4110
Fax: (563) 589.4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

- 7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.
- 7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.
- 7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2037 (the "Termination Date").
- 7.5 Execution by Facsimile or Electronic Signature; Counterparts. The parties agree that this Agreement may be transmitted between them by facsimile machine or other electronic means. The parties intend that the faxed or electronic signatures constitute original signatures and that a faxed or emailed Agreement containing the signatures (original, faxed or electronic) of all the parties is binding on the parties. The parties further agree that this Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same Agreement.
- 7.6 Memorandum of Development Agreement. City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit E 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

DUBUQUE RACING ASSOCIATION, LTD.

By: _____
Brad M. Cavanagh
Mayor

By:  _____
Alex Dixon
President & CEO

Attest:

Adrienne N. Breitfelder
City Clerk

LIST OF EXHIBITS

EXHIBIT A – Urban Renewal Plan

EXHIBIT B – City Attorney's Certificate

EXHIBIT C – Opinion of Developer's Counsel

EXHIBIT D – City Certificate

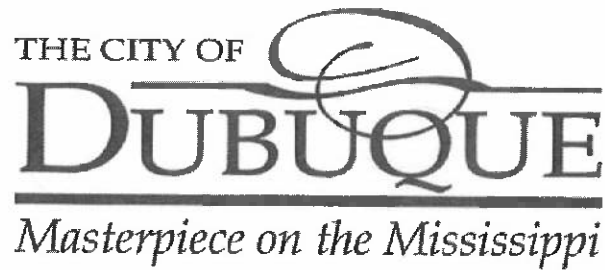
EXHIBIT E – Memorandum of Development Agreement

**EXHIBIT A
URBAN RENEWAL PLAN**

On file at the Office of the City Clerk, City Hall, 50 West 13th Street, Dubuque, Iowa

EXHIBIT B
CITY ATTORNEY'S CERTIFICATE

Crenna Brumwell
City Attorney
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
cbrumwel@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Dubuque Racing Association, Ltd. (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the 18th day of November, 2024.

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,

Crenna Brumwell
City Attorney

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
Dubuque Racing Association, Ltd.

Dear Mayor and City Councilmembers:

We have acted as counsel for Dubuque Racing Association, Ltd. (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 18th day of November, 2024.

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 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**

City Manager's Office
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 phone
(563) 589-4149 fax
ctymgr@cityofdubuque.org



(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Dubuque Racing Association, Ltd. (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the 18th day of November, 2024.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects

the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

EXHIBIT E
MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Crenna Brumwell 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Crenna Brumwell 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and Dubuque Racing Association, Ltd. was made regarding the following described premises:

A LEASE AREA LYING WITHIN PARTS OF LOT 1, LOT 2, AND LOT 3 OF CHAPLAIN SCHMITT ISLAND IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF CHAPLAIN SCHMITT ISLAND AND RUNNING THENCE SOUTH 23 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, 138.28 FEET;
THENCE SOUTH 66 DEGREES 42 MINUTES 23 SECONDS EAST, 6.00 FEET;
THENCE SOUTH 23 DEGREES 47 MINUTES 55 SECONDS WEST, 170.69 FEET;
THENCE NORTH 66 DEGREES 24 MINUTES 37 SECONDS WEST, 749.48 FEET;
THENCE NORTH 23 DEGREES 17 MINUTES 34 SECONDS EAST, 201.59 FEET TO THE NORTH LINE OF LOT 1 OF SAID CHAPLAIN SCHMITT ISLAND;
SOUTH 89 DEGREES 12 MINUTES 25 SECONDS EAST ALONG NORTH LINE SAID LOT 1, 84.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;
THENCE SOUTHEASTERLY ALONG SAID NORTH LINE OF LOT 2 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:
SOUTH 89 DEGREES 12 MINUTES 25 SECONDS EAST, 18.58 FEET;
SOUTH 86 DEGREES 19 MINUTES 09 SECONDS EAST, 132.77 FEET;
SOUTH 73 DEGREES 14 MINUTES 57 SECONDS EAST, 78.96 FEET;
SOUTH 68 DEGREES 22 MINUTES 13 SECONDS EAST, 384.14 FEET;
SOUTH 66 DEGREES 16 MINUTES 54 SECONDS EAST, 63.93 FEET TO SAID NORTHEAST CORNER OF LOT 2 AND THE POINT OF BEGINNING.
CONTAINING 4.90 ACRES, MORE OR LESS.

The Development Agreement is dated for reference purposes the 18th day of November, 2024, and contains covenants, conditions, and restrictions concerning the sale

and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20 ____.

CITY OF DUBUQUE, IOWA

By _____
Crenna Brumwell
City Attorney

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Crenna Brumwell, to me personally known, who being by me duly sworn did say that he is the City Attorney for the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to said 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 Senior Council acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE: Iowa Amphitheater on Schmitt Island - Bid Package 2
(Utilities, Paving & Amphitheater Stage)

SUMMARY: Proof of Publication on notice of public hearing to consider the approval of the plans, specifications, form of contract and construction estimate of \$9,702,000.00 for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 and City Manager recommending approval
RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Iowa Amphitheater On Schmitt Island Project – Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 - PH Staff MEMO
3. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 - Council PH RESOLUTION

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Iowa Amphitheater on Schmitt Island Project
Bid Package No. 2 (Utilities, Paving & Amphitheater Stage) Public Hearing
Project Code: 5575000022

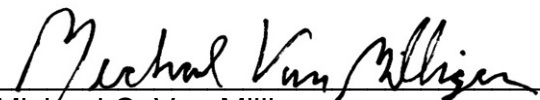
DATE: November 14, 2024

City Engineer Gus Psihoyos is recommending City Council approve the plans, specifications, form of contract and construction estimate of \$9,702,000.00 for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2.

The bid proposal for the Bid Package No. 2 project includes a list of desired add-on amenities that are not included in the base bid estimate. The add-on amenities would enhance the overall project and may be chosen depending on the actual bid prices received and the available budget. The add-on amenities may also be added to the project during construction via change order if it is determined that there is sufficient funding available. The list of add-on amenities is as follows:

- Entrance Cut Walls
- Additional Parking Lot Improvements
- Decomposed Granite Pathways
- Replace Seeding with Sod
- Stage Rigging
- Dog Track Drum Lighting Re-use and Retrofit for Artistic Welcoming Entry Sign
- Pavement Steel Reinforcement

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
Nathan Steffen, Civil Engineer
Jenny Larson, Chief Financial Officer
Marie Ware, Leisure Services Director
Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Director
Chris Lester, Water Department Director
Max O'Brien, Civil Engineer
Tracy Schadle, Confidential Account Clerk
Alex Dixon, President & CEO, Q Casino & DRA

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: November 8, 2024

RE: Iowa Amphitheater on Schmitt Island Project
Bid Backage No. 2 (Utilities, Paving & Amphitheater Stage)
Public Hearing
Project Code: 5575000022

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the Iowa Amphitheater on Schmitt Island Project - Bid Package 2.

BACKGROUND

The City of Dubuque has previously applied for and been awarded a Destination Iowa Outdoor Recreation Fund grant administered by the Iowa Economic Development Authority (IEDA). Prior to the grant being awarded, city staff received an IEDA request to consider a singular focus for the grant. Several outdoor recreation amenities were included in the original grant application. City and Dubuque Racing Association (DRA) staff chose to update the application with a singular focus of the outdoor amphitheater (now called the Iowa Amphitheater on Schmitt Island) as staff and the DRA felt it best met the criteria of the Destination Iowa Outdoor Recreation grant program and would produce the strongest application in a very competitive pool of applications. On March 10, 2023 the City was notified of the grant award by IEDA and that the amount of grant funding would be \$3,000,000 with a local match of \$12,442,961 for a total project cost of \$15,442,961.

Funding for the local match in the required amount of \$12,442,961 is as follows:

Greater Downtown TIF Taxable Debt:	\$8,784,961
DRA contribution:	\$3,658,000

The project vision is to create Schmitt Island as “Dubuque’s Gateway to Entertainment and the Mississippi” and was set forth in a Schmitt Island Master Plan developed in 2014 and updated in 2017 and also in the Schmitt Island Placemaking & Implementation Plan adopted in June 2017. The mission adopted for this exciting project is to create “*a connected island that welcomes visitors and the community to recreation, entertainment and the outdoors.*” The City and DRA are partnering on this impactful project to create a unique and exciting gateway into Iowa that will help grow the economy across the State,

build upon current outdoor recreational amenities already on the island, connect people to new economic opportunities, and attract tourists from all over the nation.

The overall project addresses the master plan, creative placemaking goals, and a top priority of the Dubuque City Council: increase foot traffic on Schmitt Island; build a recreational landmark and create a gateway and the “front door” to Iowa and Dubuque; bring people to Schmitt Island; leverage island programming for economic development; connect the island to Dubuque and the region; create a year-round destination; and create opportunities for education.

The open-air performance amphitheater will attract “A” and “B” national acts, as well as be a venue for local symphony, college and university performing groups, nonprofit events, and regional performances. The stage will be constructed with an “artful” stage canopy that will help create a sense of place, enhance acoustics, and protect performers from sun and weather. The amphitheater is planned as a versatile space to host varied audiences and sized for regional acts of up to 2,500 people and for national acts of 5,000 to 8,000 people.

The amphitheater will be accessed by ADA-compliant paths and trails connecting from other places on the island. The amphitheater will be constructed to allow the City and DRA to provide assistive technologies including I-Caption units (handheld closed caption devices), assistive listening devices (headphones that amplify the sound on stage), closed captioned performances, sign language interpreted performances, and D-scriptive audio devices that provide a detailed account of all onstage activity.

The three main components of the outdoor amphitheater are:

- Open air shelter with stage that will accommodate varied audience sizes from regional events of up to 2,500 people to national acts of 5,000 to 8,000 people with built in flexibility that will open up the facility for a variety of events and destination activities.
- Flexible open space to utilize the amphitheater for local events and activities in addition to a concert series with the ability to host local food trucks and experiential activities such as regional poetry events, arts and crafts festivals, sidewalk chalk competitions, etc.
- ADA-compliant outdoor amphitheater with ADA compliant connecting spaces leading to the amphitheater from other areas on the Island.

DISCUSSION

The Iowa Amphitheater on Schmitt Island Project will be bid as two separate public improvement contracts.

- Bid Package No. 1 (Demolition and Mass Grading)
- Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

Bid Package No.1 was previously bid and contract was awarded on October 21st which includes the demolition and removal of existing structures including the dog kennel buildings, site clearing and mass grading for the amphitheater.

Bid Package No. 2 includes all the remaining work to construct the Amphitheater project including:

- Sanitary Sewer, Storm Sewer & Water Main Utility Work and Plumbing
- Electrical Controls and Lighting
- Structural Foundations
- Food and Beverage Facilities
- Parking and Walkway Paving
- Stage and Artful Canopy
- Newly Located Maintenance Building
- Irrigation Final Grading and Landscaping

PROJECT SCHEDULE

The project schedule for Bid Package No. 2 is as follows:

Initiate Public Bidding Process	November 4, 2024
Publish Notice to Bidders, Advertise for Bids	November 8, 2024
Publish Public Hearing Notice on Plans & Specs	November 8, 2024
Public Hearing on Plans & Specs	November 18, 2024
Receipt of Bid Proposals (Bid-Letting)	December 5, 2024
Award Construction Contract	December 16, 2024
Project Final Completion Date	January 23, 2026

The destination Iowa Grant requires that all work be under contract by December 31st, 2024.

RECOMMENDATION

I recommend the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2.

BUDGET IMPACT

The current estimate of probable cost for Iowa Amphitheater on Schmitt Island Project – Bid Package No. 2 is as follows:

Description	Cost Estimate
Construction Contract (Bid Package No. 2)	\$ 9,702,000.00
Contingency (10%)	949,709.55
Consultant Design Services	1,161,375.00
Construction Admin, Engineering & Inspection	248,000.00
Total Project Cost Estimate	\$ 12,061,084.55

The anticipated funding for Bid Package No. 2 is as follows:

Project No.	Fund Description	Fund Amount
5575000022	State Grant – Destination Iowa	\$ 3,000,000.00
	Greater Downtown TIF Taxable Debt	8,561,084.54
	DRA Contribution - Local Match	500,000.00
Total Project Funding		\$ 12,061,084.54

The current estimate of probable cost for the entire Iowa Amphitheater on Schmitt Island Project is as follows:

Description	Cost Estimate
Construction Contract (Bid Package No. 1)	\$ 819,676.45
Construction Contract (Bid Package No. 2)	9,702,000.00
Remaining DRA Local Match ¹	2,108,000.00
Contingency (10%)	1,051,509.55
Consultant Design Services	1,451,775.00
Construction Admin, Engineering & Inspection	310,000.00
Total Project Cost Estimate	\$ 15,442,961.00

The project funding is summarized as follows:

Project No.	Fund Description	Fund Amount
5575000022	State Grant - Destination Iowa	\$ 3,000,000.00
	Greater Downtown TIF Taxable Debt	8,784,961.00
	DRA Contribution - Local Match	3,658,000.00
Total Project Funding		\$ 15,442,961.00

The Greater Downtown TIF Taxable Debt will be paid by the Dubuque Racing Association (DRA). Additionally, in accordance with the Destination Iowa Grant Agreement, the DRA will be contributing \$3,658,000.00 upfront as part of the local match for the overall project. The items associated with the DRA local match funds include deconstructing the current dog track and kennels to provide the location where the new amphitheater will be constructed (Bid Package No. 1). In addition, the DRA will be revamping its surface parking lot to accommodate the additional parking demand created by the new outdoor amphitheater and tourists visiting Schmitt Island. A portion of the parking lot work will be incorporated into Bid Package No. 2.

¹The use of remaining DRA funds associated with the local match are to be used in the vicinity to enhance the overall amphitheater project.

The bid proposal for the Bid Package No. 2 project includes a list of desired add-on amenities that are not included in the base bid estimate. The add-on amenities would enhance the overall project and may be chosen depending on the actual bid prices received and the available budget. The add-on amenities may also be added to the project

during construction via change order if it is determined that there is sufficient funding available. The list of add-on amenities is as follows:

- Entrance Cut Walls
- Additional Parking Lot Improvements
- Decomposed Granite Pathways
- Replace Seeding with Sod
- Stage Rigging
- Dog Track Drum Lighting Re-use and Retrofit for Artistic Welcoming Entry Sign
- Pavement Steel Reinforcement

REQUESTED ACTION

I respectfully request the City Council conduct a public hearing and approve the plans, specifications, form of contract and estimated cost for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2.

Prepared by: Nathan Steffen, Civil Engineer

cc: Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Marie Ware, Leisure Services Manager
Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Manager
Chris Lester, Water Department Director
Max O'Brien, Civil Engineer
Tracy Schadle, Confidential Account Clerk
Alex Dixon, President & CEO, Q Casino & DRA

RESOLUTION NO. -24

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST FOR THE IOWA AMPHITHEATER ON SCHMITT ISLAND
PROJECT – BID PACKAGE NO. 2 (UTILITIES, PAVING & AMPHITHEATER STAGE)**

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

That the attached plans, specifications, form of contract and estimate of total cost for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 2 (Utilities, Paving & Amphitheater Stage) in the estimated amount \$9,702,000.00, are hereby approved.

Passed, approved, and adopted this 18th day of November 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breitsfelder, CMC City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE: Bunker Hill Irrigation Replacement Project Phase 3 Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council approval of the construction plans and specifications, form of contract, and estimated cost of \$360,000.00 for the Bunker Hill Irrigation Replacement Project Phase 3 through adoption of the attached resolution, and City Manager recommending approval.
RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Bunker Hill Irrigation Replacement Project Phase 3

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution

TO: The Honorable Mayor and City Council Members

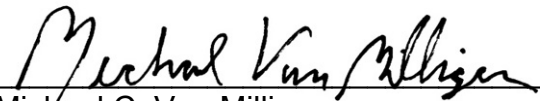
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Public Hearing Bunker Hill Irrigation Replacement Project Phase 3

DATE: November 14, 2024

Leisure Services Director Marie Ware is recommending City Council approve the construction plans and specifications, form of contract, and estimated cost of \$360,000.00 for the Bunker Hill Irrigation Replacement Project Phase 3 through adoption of the attached resolution.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Marie Ware, Leisure Services Director



TO: Michael C. Van Milligen, City Manager
FROM: Marie L. Ware, Leisure Services Director
SUBJECT: Public Hearing Bunker Hill Irrigation Replacement Project Phase 3
DATE: November 13, 2024

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the Bunker Hill Irrigation Replacement Project Phase 3.

BACKGROUND

The irrigation system for the tees and greens was installed around 1980 and the fairway system was added in 1992. In Fiscal Year 2011 the satellite controllers, master control panel, variable speed pump, backflow preventer, pump shelter and electrical controls were replaced. This project was Phase 1.

In Fiscal Year 2016, \$205,000 in CIP funding was approved to hire a consultant to design, develop bid specs and monitor construction for the 18-hole golf course irrigation system. This replacement project was designed by JBC landscape architects into 2 phases. These we called Phases 2 and 3. Each phase was made up of 9 holes (half) of the course. This project included full replacement of both greens and fairway lines and heads. Phase 2 was completed in the Spring of 2016.

The remaining PVC pipe has a life expectancy of 25 years in the ground. This means that the tees and greens were ready to be replaced in 2005 while the fairway lines have reached their expected lifespan. The PVC pipe is now brittle and cracks easily. We continue to see additional staff time fixing leaks as they occur more often as the system has aged.

In FY20 there was \$200,000 in CIP funds for Phase 3 of the project. The Council approved to initiate the bid process at their September 16, 2019 meeting. Bids were solicited in the Fall of 2019. Unfortunately, all bids received were over budget and therefore rejected.

DISCUSSION

As designed, this project will result in efficiencies in overall water usage/monitoring, better irrigation coverage of the course, and the reduction in staff time due to lengthy repairs. These improvements will ultimately result in a better experience for the patrons.

At the September 21, 2015 City Council Public Hearing, the Bunker Hill Irrigation Plans and Specs developed by landscape architects, JBC, were approved for both Phase 2 and Phase 3 of the project. During the construction of Phase 2, there were minor adjustments to the plans due to the rocky terrain as well as adjusted head locations for improved irrigation results. These adjustments will have little effect to the plans and scope of project for Phase 3. The goal for this final phase of the project is to begin construction in the Fall of 2025. Based on current supply and contractor schedules, a contract will need to be committed this winter in order to get this project on the schedule for next fall. Per Assistant City Attorney Jason Lehman, staff may retain the original approved architect for this project.

PROJECT SCHEDULE

The schedule for the project is as follows:

Initiate Public Bidding Process & Set Public Hearing	November 4, 2024
Publish Notice to Bidders	November 5, 2024
Public Hearing	November 18, 2024
Receipt of Bid Proposals	November 27, 2024
Award Construction Contract	December 16, 2024
Project Completion Date	December 1, 2025

BUDGET IMPACT

In FY25, there is currently \$259,356 in CIP funding (Project #3444000011) to complete Phase 3 and finalize the irrigation replacement for the golf course. However, based on the current estimate of probable cost for the Bunker Hill Irrigation Project Phase 3, this project will cost closer to \$360,000 including the up to \$9,000 in construction administration fees for JBC. To cover the remaining balance, staff will be using available Golf Enterprise funding. Chief Financial Officer Jenny Larson approves of the use of the Golf Enterprise fund.

The project cost estimate is as follows:

Project Estimated Cost	\$ 360,000.00
Funding Sources	
Project #3444000011	\$ 259,356.00
Golf Enterprise Funds	\$ 100,644.00

RECOMMENDATION

I respectfully request Mayor and City Council approve the construction plans and specifications, form of contract, and estimated cost for the Bunker Hill Irrigation Replacement Project Phase 3 through adoption of the attached resolution.

Prepared by: Dan Kroger, Recreation Division Manager

cc: Andy Unrau, Golf Course Superintendent
 Jenny Larson, Chief Financial Officer
 Jason Lehman, Assistant City Attorney

RESOLUTION NO. ____-24

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED
COST FOR THE BUNKER HILL IRRIGATION REPLACEMENT PROJECT PHASE 3**

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

That the proposed plans, specifications, form of contract and estimated cost for the
Bunker Hill Irrigation Replacement Phase 3, in the estimated cost of \$360,000, are hereby
approved.

Passed, adopted and approved this 18th day of November, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE BUNKER HILL IRRIGATION PROJECT PHASE 3.**

NOTICE IS HEREBY GIVEN: The City Council of the City of Dubuque, Iowa will hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Bunker Hill Irrigation Project Phase 3, in accordance with the provisions of Chapter 26, Code of Iowa, at 6:30 p.m., on the 18th day of November, 2024, in the Historic Federal Building Council Chambers (second floor) 350 W. 6th Street, Dubuque, Iowa. Said proposed plans, specifications, form of contract and estimated cost are now on file in the office of the City Clerk. At said hearing any interested person may appear and file objections thereto.

The scope of the Project is as follows:

This project will include the furnishing and install of phase 3 of a golf course irrigation plumbing and distribution system as shown in the bid specifications. The existing Toro OSMAC Irrigation Control System and satellite controllers shall be preserved. The project includes connections to existing pumping station and water supply, all electrical equipment and connections from the satellite controllers to the new irrigation heads as required to provide a complete and operational golf course irrigation system, as per city specifications.

Any visual or hearing-impaired persons needing special assistance or persons with special accessibility needs should contact the City Clerk's office at (563) 589-4120 or TDD at (563) 690-6678 at least 48 hours prior to the meeting.

Published by order of the City Council given on the 4th day of November, 2024.

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Central Avenue and White Street Corridor Traffic Study Preferred Alternative Engagement Results
SUMMARY:	City Manager recommending City Council approval on the preferred alternative for the Central Avenue and White Street Corridor Traffic Study as developed by Bolton & Menk.
SUGGESTED DISPOSITION:	Receive and File; Approve; Presentation

ATTACHMENTS:

1. MVM Memo
2. Central and White Traffic Study Phase 3 - Pref Alt Engagement - Staff MEMO
3. Bolton Menk Memorandum_Central White Pref Alt Engagement Results_11-18-24
4. Central and White Traffic Study Phase 3 - Public Engagement Summary Report
5. Central and White Traffic Study Phase 3 - Pref Alt Engagement - Council Presentation 11-18-24
6. Lane Widths with Curb Offset_Central & White_Uploaded 11.18.24

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

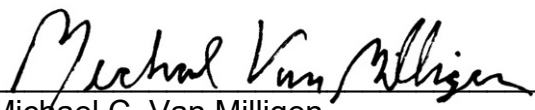
SUBJECT: Central Avenue and White Street Corridor Traffic Study
Preferred Alternative Engagement Results

DATE: November 14, 2024

City Engineer Gus Psihoyos is recommending City Council approval on the preferred alternative for the Central Avenue and White Street Corridor Traffic Study as developed by Bolton & Menk.

While it was not unanimous, based on the cumulative citizen and stakeholder feedback, the first alternative, Multi-Modal Focused Alternative, is the preferred alternative of each group that was engaged. Bolton & Menk's memorandum outlines the engagement, planning and considerations that have been completed to summarize the previous plans by the City for Central Avenue and White Street, while also providing the priorities that this alternative meets.

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
Justine Hull, Traffic Engineer
Robert Schiesl, Assistant City Engineer
Duane Richter, Traffic Engineer
Jill Connors, Economic Development Director
Anderson Sainci, Director Office of Shared Prosperity and Neighborhood Development
Jason Duba, Assistant Planner
Russ Stecklein, Transportation Services Operations Supervisor
Arielle Swift, Public Works Director
Kristin Hill, Communication Specialist

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: November 13, 2024
SUBJECT: Central Avenue and White Street Corridor Traffic Study
Preferred Alternative Engagement Results

INTRODUCTION

The purpose of this memorandum is to provide information and to get support and confirmation from the Mayor and City Council on the preferred alternative for the Central Avenue and White Street Corridor Traffic Study as developed by Bolton & Menk.

BACKGROUND

Central Avenue and White Street Corridor Traffic Study began in April 2024 with these two corridors spanning from 4th Street to 22nd Street and a holistic approach to review the corridors and engage each different area along Central Avenue and White Street to evaluate desired outcomes and feasibility. A robust public outreach and corridor engagement with the residents, stakeholders, and the private sector (business, trucks) was established with Bolton & Menk to provide potential solutions and alternatives.

Bolton & Menk has provided an engagement summary on the results from the open house, survey results and stakeholder responses based on the four alternative cross sections presented to City Council at the September 30th work session.

Based on the cumulative citizen and stakeholder feedback, the first alternative, Multi-Modal Focused Alternative, is the preferred alternative of each group we have engaged. Bolton & Menk's memorandum outlines the engagement, planning and considerations that have been completed to summarize the previous plans by the City for Central Avenue and White Street, while also providing the priorities that this alternative meets.

See the attached memorandum from Bolton & Menk for more information.

ACTION TO BE TAKEN

I recommend that the Council provide support and concur with the preferred first alternative, Multi-Modal Focused Alternative, or provide direction with another recommended alternative. Based on the preferred alternative selected, staff and the Bolton & Menk team will finalize the traffic study report based on the selected alternative. The final report will provide implementation and phasing plan, planning level

cost projections, along with a project video for that alternative on the corridor as a preliminary design plan.

Prepared by Justine Hull, Traffic Engineer

cc: Robert Schiesl, Assistant City Engineer
Duane Richter, Traffic Engineer
Jill Connors, Economic Development Director
Anderson Sainci, Office of Shared Prosperity and Neighborhood Development
Jason Duba, Assistant Planner
Russ Stecklein, Transit
Arielle Swift, Public Works Director
Kristin Hill, Communication Specialist



**BOLTON
& MENK**

Real People. Real Solutions.



401 1st Street SE
Suite 201
Cedar Rapids, IA 52401
Phone: (319) 362-3219
Bolton-Menk.com

November 12, 2024

RE: Central and White Corridor Study Preferred Alternative Engagement Results
City of Dubuque, IA
Project No.: OT4133000

Introduction

The memorandum summarizes the results of the community engagement regarding the preferred alternative cross section for Central Avenue and White Street Corridor. The Central and White Corridor Study focuses on determining the best approach to accomplish the study vision:

“Central Avenue and White Streets will become a valued and vibrant place in Downtown Dubuque – a place for businesses to thrive, people to live, and for the unique identity of the City to shine.”

The corridor study has been engaging the public, city staff, and various project stakeholders since April 2024. This latest engagement effort for Phase 3 of the study took place from August to October 2024 and included the following:

- Project Advisory Team Meeting
- Project Management Team Meeting
- Combined meeting with the small business, freight business, and resident focus groups
- Public open house
- Public Survey

Engagement Results

A summary of the public engagement is attached. All four alternative cross sections were presented to these various groups along with the Evaluation Matrix, which discussed the pros and cons of each alternative. Questions were answered and feedback was received regarding which alternative was preferred to move forward for the Central Avenue and White Street Corridor. Ideas like automated speed enforcement on the corridor in addition to roadway design changes were received.

From these conversations, the Multi-Modal Focused Alternative rose to the top as the preferred alternative with each group engaged. **Figure 1** presents the cross sections and elements provided in the Multi-Modal Focused Alternative. **Table 1** summarizes the overall study results in the areas different Study Guiding Principle areas of Safety, Equity, Connectivity, and Economic Development. **Table 2** shows the ways that the Multi-Modal Focused Alternative addresses the most important priorities for the stakeholders, focus groups, and public engaged through this phase.

As shown in these exhibits, the Multi-Modal Focused Alternative is the preferred option for the public and stakeholders and it also provides the most areas of improvement for Safety, Equity, Connectivity, and Economic Development. The Multi-Modal Focused Alternative was developed based upon the results of Survey 2 where respondents desired one-way streets and corridor residents respondents stated that they preferred a wide sidewalk on Central Avenue and a bike facility on White Street. The

Multi-Modal Focused Alternative also applies recommendations of several past planning efforts that included this corridor such as the Central Avenue Corridor Master Plan where the public expressed a desire for pedestrian friendly streets. The Dubuque Regional Bike/Ped Plan where on-road bike connections were identified through downtown to connect to existing and planned trails. Imagine Dubuque which outlined several recommendations for improving transportation and mobility in downtown such as Implementing complete streets for all modes of travel, including pedestrians, cyclists, and public transit. Move DBQ which recommended on reducing lane widths, widening sidewalks, adding bike facilities, and improving walkability downtown. These recommendations aim to create a more accessible, efficient, and sustainable transportation network in downtown Dubuque.

Alternative 1 | Multi-Modal Focused



- Central and White one-way, two lanes
- Parking removed on one side of Central and one side of White
- Wide sidewalk, outdoor dining, and landscaping on Central

Figure 1

Evaluation Matrix		Safety		Equity			Connectivity			Economic Development			Alternative Preference from Community
		Conflict Points	Predictive Crashes/year	Pedestrians	Bicycles	Transit	Through Travel Times (min)		Heavy Vehicles / EMS	On Street Parking	Landscape	Sidewalk	
							Central	White					
Do Nothing	Both Central & White Remain One Way	531	94	Status quo	facility on parallel street	Status quo	4	5	Prefer two lanes to allow passing	parking both sides	limited trees. Most on white now	Status quo	-
Multi-Modal Focus	Both One-Way Cycle Track on White	523	94	Wider sidewalks	Facility Present on White	Enhanced bus stop	4	5	Prefer two lanes to allow passing	50% loss in parking	6' Grass Blvd, additional tree wells	12' sidewalk, 16' dining	1
Getting to and Sticking Around	Both Two-Way Parking on Both Sides	976	40	bumpouts	facility on parallel street	stops on both sides of street	5	5	Only one lane for travel each direction	40% loss in parking	Additional tree wells	12' sidewalk	2
Slow and Flow	Remain One-Way One Lane: 9th to 4th	503	94	wider sidewalks & bumpouts	facility on parallel street	Room for enhanced stops	13	25	Transition down to 1 lane at 9th	10% loss in parking	large landscape area 9th to 4th	Regular SW 22nd to 13th, 12' SW 9th to 4th	3
Asymmetry : different roads, different roles	Two-Way: 22nd to 13th; One-Way: 13th to 4th	757	61	bumpouts	facility on parallel street	Status quo	5	5	Transition at 13th, more turns needed	No loss in parking	Additional tree wells	12' sidewalk	4

LEGEND

Negative Effect

Neutral Effect

Positive Effect

Table 1

	Priorities (by order of Importance)	How Multi-modal Alternative Addresses Priorities
✓	Improve Safety for Ped Crossings	Enhances pedestrian crossings at intersections with bump-outs for increased safety. Limits intersections to two travel lanes, reducing crossing complexity for pedestrians compared to two-way streets with turn lanes.
✓	Add Landscaping/Trees	Expands opportunities for landscaping and trees along both streets.
✓	One Way Streets	Retains One-Way Streets. Provides two lanes for passing and maintains good signal progression for EMS, police, and freight.
	Maximize Parking	Reduces on-street parking on one side of Central and White. Allows for loading zones on-street and seeks additional parking on the side streets to support local business/residents.
✓	Wider Sidewalks	Allows for wider sidewalks for outdoor dining, additional landscaping, and pedestrian space to support local businesses.
✓	Reduce Speeds	Includes narrowed lanes, landscaping, and intersection bump-outs to reduce speeds, addressing resident concerns.
✓	Dampen Noise	Includes landscaping/trees to slow speeds and dampen noise.
✓	Safer Cycling Options	Establishes a dedicated cycle track on White Street, meeting residents' desires for safer cycling options.
	Two-Way Streets	Retaining two one-way streets provides a consistent street layout, eliminating the need for transitions between one-way and two-way streets.

Table 2

CENTRAL AVENUE & WHITE STREET CORRIDOR STUDY

PUBLIC ENGAGEMENT SUMMARY

PHASE 3 | AUGUST- OCTOBER, 2024

PHASE 3: LET'S UNITE! AUGUST - OCTOBER, 2024

The third public engagement phase built upon the interaction and feedback collected in Phase 2. The project team presented four potential alternatives for corridor improvements to the public and collected feedback via in-person events and an online survey.



BY THE NUMBERS



1 business, freight and resident focus group meeting

1 open house



65 interactions with posts on Facebook



327 survey responses between October 18 - November 1



FOCUS GROUP

BUSINESS, FREIGHT, & RESIDENT FOCUS GROUP



October 1 | 4:30 – 6pm



Greater Dubuque



60 people invited to participate

GOAL

To present the four alternatives shared with the Council to the combined business owner, freight, and resident focus group members, in order to gather their thoughts and insights on a preferred alternative. Although it was one large combined meeting, we made sure to engage with all three groups equitably.

INVITEES

- Carpenters Local 678
- Dubuque Area Chamber of Commerce
- Dubuque Rescue Mission Thrift Stores
- Greater Dubuque Development
- Hartig Drug
- Heritage Lighting
- Hirschbach
- John Deere
- Klauer Manufacturing
- Lenz Monument
- Lime Rock Springs / Pepsi
- Nichols Controls and Supply
- Paisley Trucking
- Prairie Farms Dairy
- Rainbo Oil Company

- Schumacher Pool & Spa
- Standard Forwarding
- Toys Done Right
- Tucker Freight
- Welu Printing

RESIDENCES OF ATTENDEES

- 15th Street & White Street
- 2400 block of Jackson Street
- North End Neighborhood Association

Project Team Members Present

- Justine Hull, City of Dubuque
- Jennifer McCoy, Bolton & Menk
- Ryan Anderson, Bolton & Menk

WHAT WE HEARD

Key Considerations

- **Transition at 13th Street (North End):** Concerns were raised regarding the transition at 13th Street in Alternative 4.
- **Alternative 3 and Train Blockages:** Questions were raised about how Alternative 3, which proposes a single lane south of 9th Street, would function when train blockages occur east of the corridor.
- **Amenities vs. Parking:** Many attendees expressed a preference for more space for amenities, though there were concerns about the potential loss of parking.
- **Bike Facilities Connectivity:** It was suggested that bike facilities could be located on White Street or another parallel downtown street, as long as there is sufficient connectivity.
- **Truck Route Request:** A request was made for the city to explore establishing a truck route to restrict truck traffic to specific streets.
- **Freight Members' Input on 14th Street Bridge:** Freight members indicated that the 14th Street Bridge could work if the intersection at E 16th Street and Sycamore Street is designed to accommodate trucks effectively, and the curve on Sycamore Street is adjusted to improve truck maneuverability.

RESULTS

Attendees were asked to select their preferred alternative, the results were as follows in order of preference:

- 1

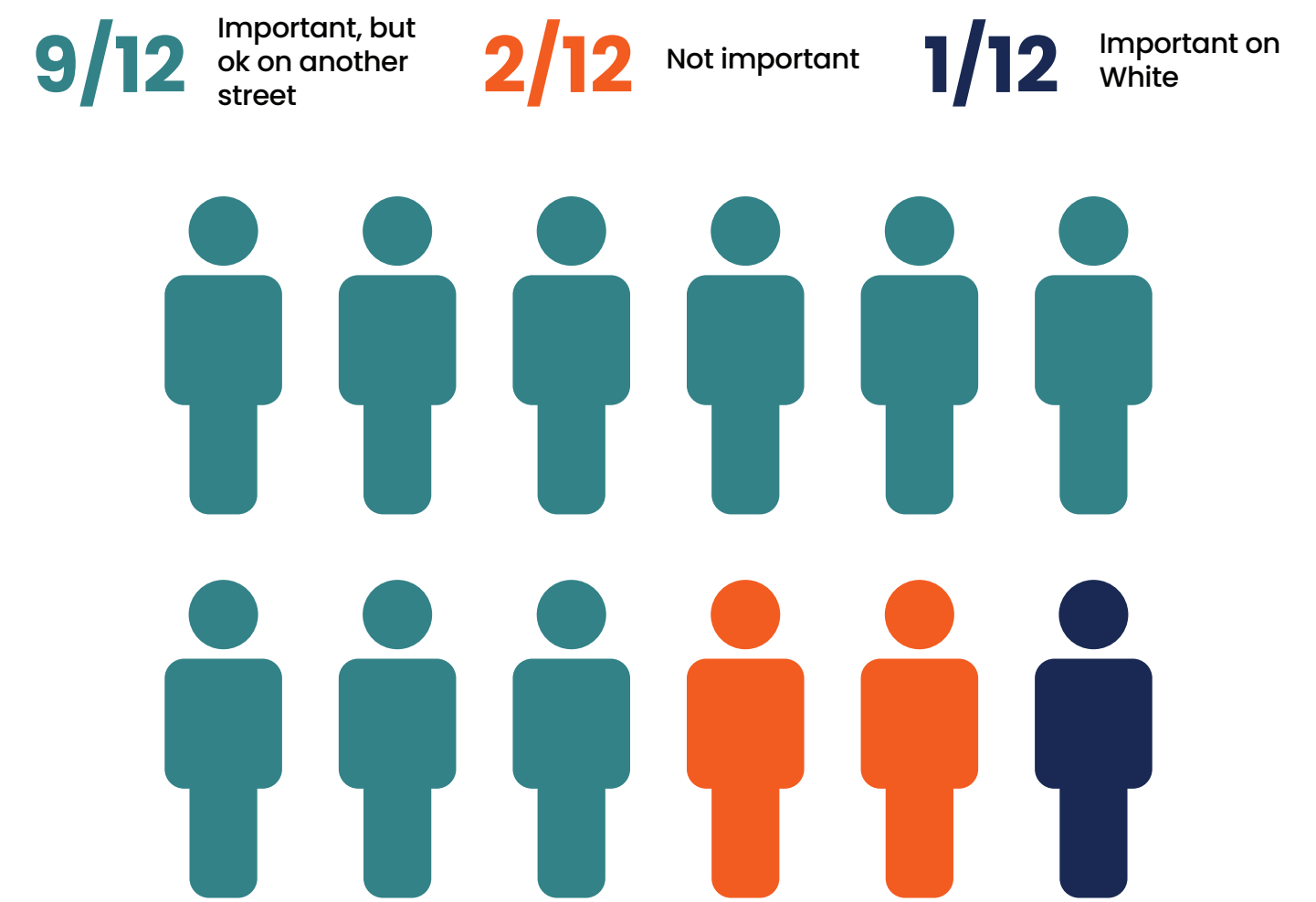
Alternative 1: Multi-Modal One-Way
- 2

Alternative 2: Getting Two and Sticking Around Two-Ways
- 3

Alternative 4: Different Roads, Different Roles with Two-Way and One-Way
- 4

Alternative 3- Slow and Flow

When asked if a bike facility on the corridor was important or if it could be on a parallel street, the responses were as follows:



OPEN HOUSE



OCTOBER 17 | 4:30 – 6pm



Prescott Elementary
1151 White Street



43 attendees

GOAL

To invite the community to explore all four alternatives, understand what each option includes, and review an Evaluation Matrix that highlights the pros and cons. Attendees were asked to vote for their preferred alternative by placing a sticker on their choice.

WHAT WE HEARD

Key Considerations

- **Traffic Flow and Street Configuration:** Concerns were raised about the traffic flow on Central and White Streets, with many attendees expressing a preference for one-way streets to improve traffic flow, particularly for turning and maneuvering. There were also concerns about congestion on areas with existing two-way traffic, such as upper Central and 22nd, making navigation more difficult. Additionally, attendees expressed concerns about the ongoing use of Central and White by trucks and freight, which could conflict with efforts to improve pedestrian accessibility.
- **Plaza at 18th & Central:** There were concerns regarding the proposed plaza at 18th & Central. Some attendees questioned the practicality of the plaza, citing low turnout at similar spaces like the one near the town clock. There were also worries that the plaza would hinder access to nearby businesses, particularly the Key City Creative Center (KCCC).
- **Greenery, Landscaping, and Trees:** Many attendees expressed a desire for increased landscaping, greenery, and trees as part of the project. They emphasized the importance of creating a visually appealing and sustainable environment that would enhance the overall aesthetic and livability of the area.
- **Need for Data and Cost Estimates:** Questions were raised about the cost estimates for the proposed changes. Attendees requested more clarity on the number of residents and businesses in the affected areas (e.g., White, Central, Millwork District) as well as detailed cost estimates for the proposals to ensure that decisions are based on accurate and transparent information.

Based on feedback from attendees, the preferences ranked from highest to lowest were as follows:



COMMUNITY SURVEY



October 18 – November 1



327 Total Submissions

GOAL

Collect public input to help determine community priorities for improvements to the Central and White corridor between 4th Street and 22nd Street. The survey was promoted on social media, the project webpage, and at in-person events.

CONCEPT PREFERENCE

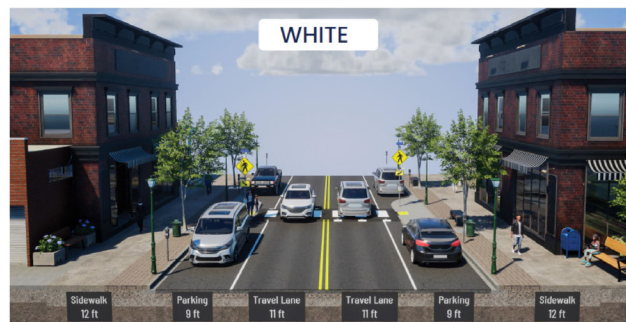
Four potential alternatives were presented and respondents were asked to identify their top preference. The project team also inquired about the importance of cycle tracks and what the top three priorities should be for the corridor design.

Alternative 1 | Multi-Modal Focused



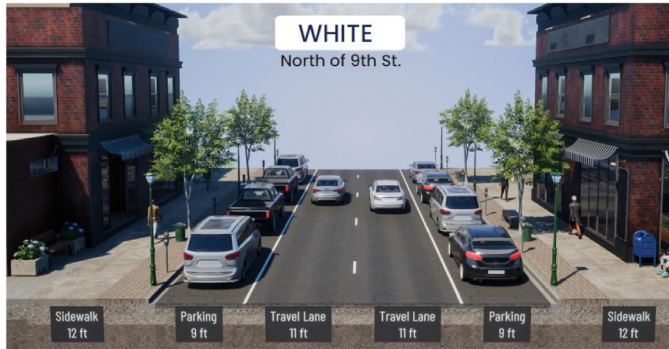
- Central and White one-way, two lanes
- Parking removed on one side of Central and one side of White
- Wide sidewalk, outdoor dining, and landscaping on Central

Alternative 2 | Getting To and Sticking Around



- Central and White are changed to two-way
- Parking is maximized and present on both sides of the roadway
- Left turn lanes are needed at all signalized intersections
- A two-way left turn lane is needed from 8th to 12th, removes parking on one side

Alternative 3 | Slow and Flow



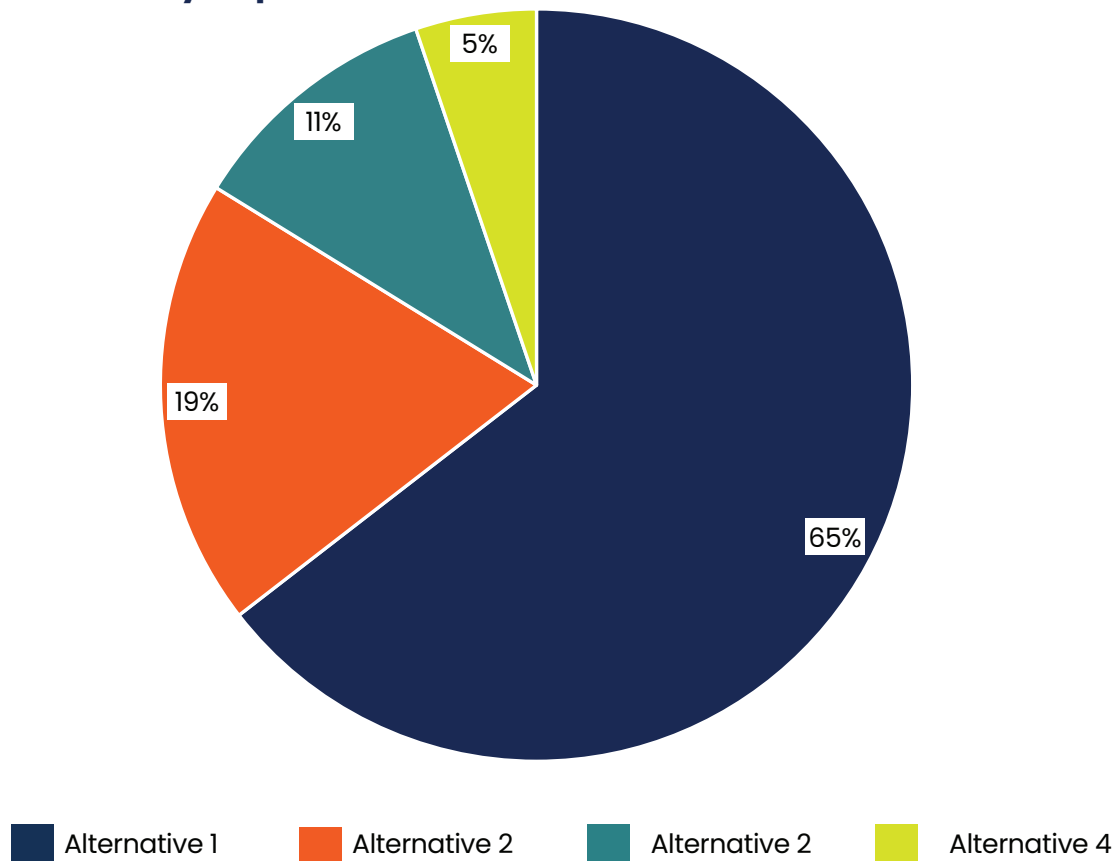
- Central and White remain one-way pairs with two lanes in each direction from 22nd to 9th
- Parking on both sides from 22nd to 9th
- Travel lanes change to one from 9th to 4th
- Parking is removed on one side from 9th to 4th

Alternative 4 | Different Roads, Different Roles

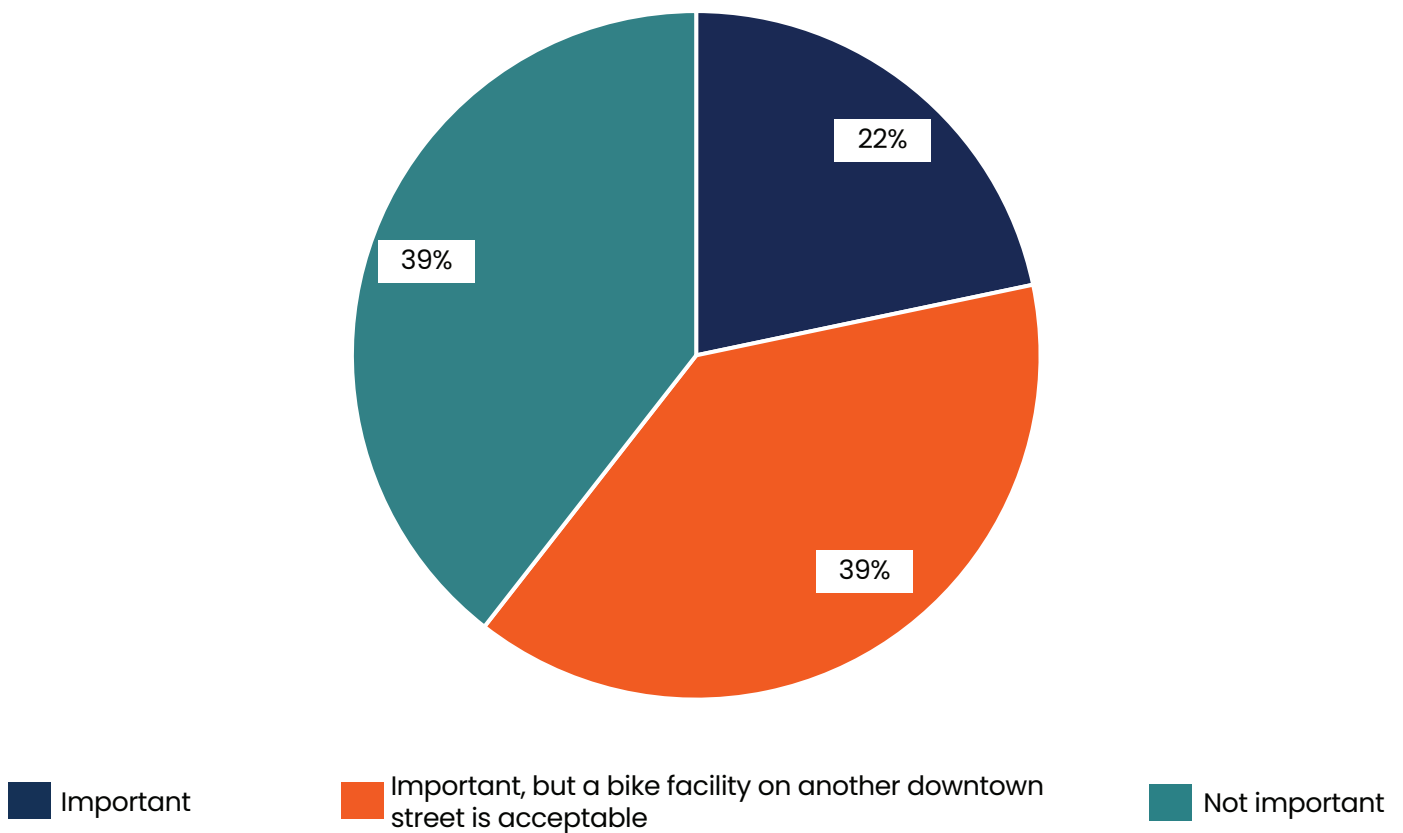


- Central and White are one-way pairs with two lanes in each direction from 4th to 13th
- At 13th, Central and White change to two-way streets
- Parking remains on both sides of the street

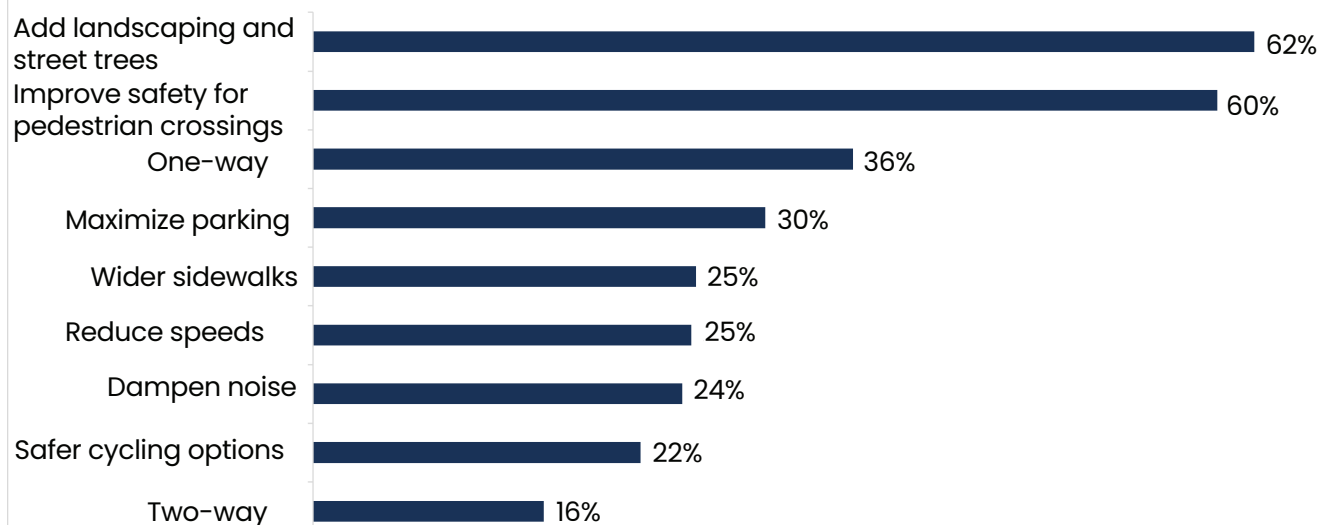
Which alternative do you prefer?



A cycle track can be implemented on White Street in all four alternatives. How important is it to have a cycle track on White Street?



Please select your top 3 priorities.



DEMOGRAPHIC RESPONSE RATIOS



Residents



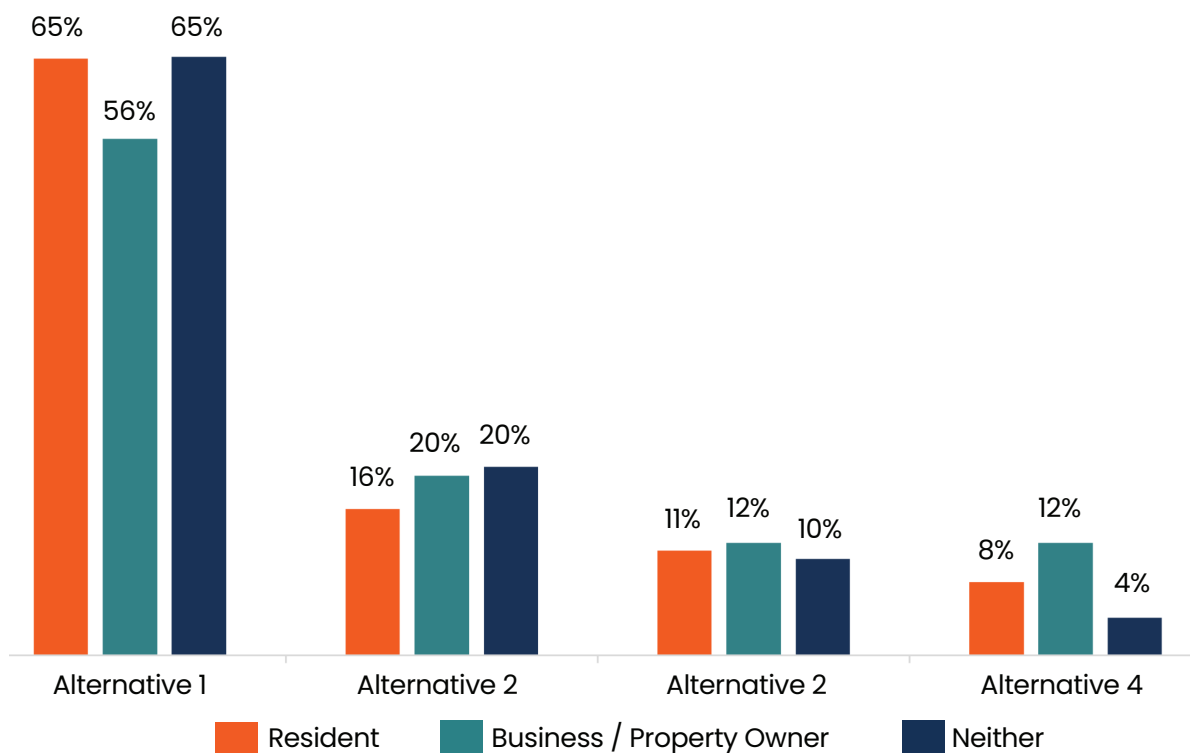
**Business / Property
Owners**



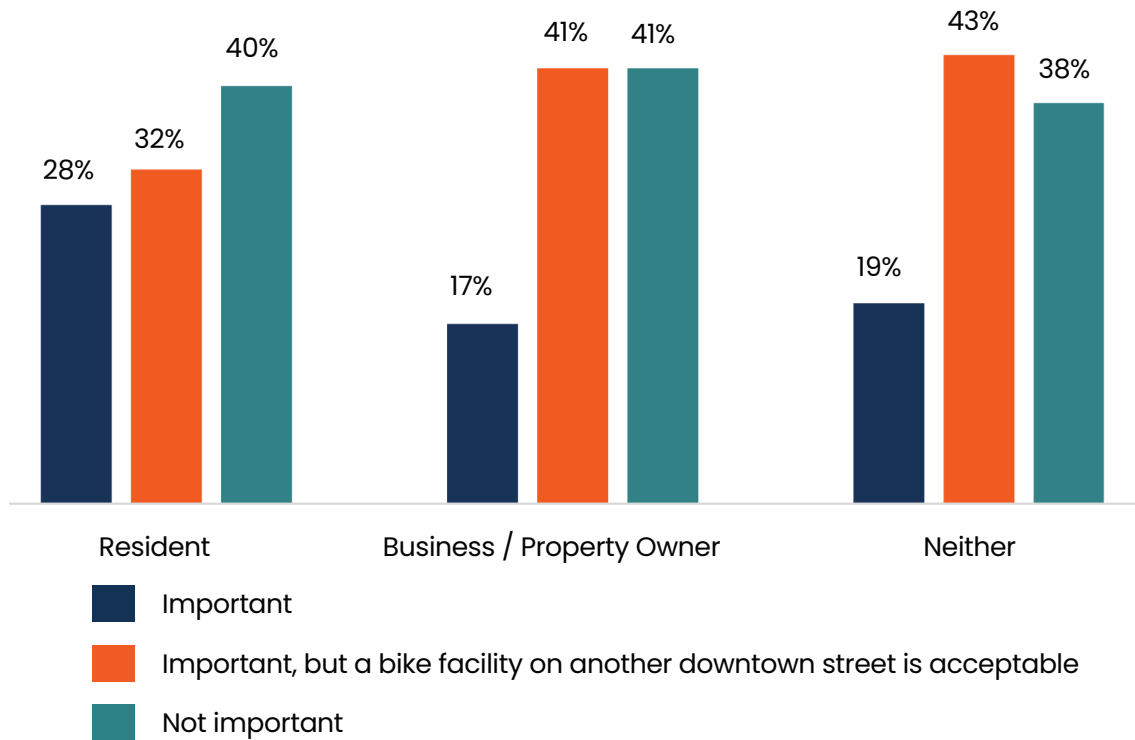
Neither

*Some respondents identified as both a resident and a business / property owner.

Which alternative do you prefer?



A cycle track can be implemented on White Street in all four alternatives. How important is it to have a cycle track on White Street?



Please select your top 3 priorities.

	Resident	Business / Property Owner	Neither
Reduce Speeds	27%	39%	23%
Dampen Noise	20%	34%	25%
Add Landscaping and street trees	60%	63%	64%
Improve safety for pedestrian crossings	65%	63%	58%
Safer cycling options	25%	24%	21%
Maximize on-street parking	31%	27%	29%
Wider sidewalks	18%	2%	30%
One-way	34%	29%	37%
Two-way	19%	17%	14%

GENERAL FEEDBACK

- **Green Space** – Many comments emphasize the importance of trees, landscaping, and green spaces. Comments identified it as a way to beautify the area, and want the team to pay attention to where they locate the trees so as to not obstruct any views or pedestrian traffic.
- **Parking** – There is significant concern about the loss of parking. Removing parking spaces is seen as detrimental to local businesses that rely on parking for customers and deliveries. The removal of parking is also seen as a problem for those with mobility impairments, especially if parking is moved farther from entrances. There are also concerns about the need for more designated handicapped parking.
- **Pedestrians/Cyclists** – Improve pedestrians and cyclists safety with many expressing the need for protected bike lanes, wider sidewalks, and better walkability, especially in areas with high foot traffic. There are mixed opinions on whether the streets should be optimized for vehicles or pedestrians. Some advocate for making the streets more pedestrian-friendly by reducing vehicle speed and providing more biking and walking options. Others would prefer the streets would be optimized for cars and expressed concern reduced/congested traffic flow and less parking would negatively impact local businesses.
- **Traffic** – Many comments express concerns about how changes will impact traffic flow, especially for semis and larger vehicles. Some worry that reducing lanes or making streets narrower could lead to congestion, accidents, and confusion. Several people suggested finding ways to divert freight traffic away from Central and White Streets in order to help reduce congestion and improve safety.
- **Economic Development** – The impact of changes on businesses is a major concern, particularly regarding the loss of parking and how it might affect customers. There is also concern about the gentrification of the downtown area, with a focus on how redevelopment might impact existing lower-income communities. There were suggestions for more outdoor dining, bike lanes, and other amenities to increase foot traffic and business opportunities. However, the economic success of these initiatives is seen as dependent on the area becoming a more appealing place for both businesses and visitors.
- **Safety** – Pedestrian safety is a key concern, with calls for wider sidewalks, better crosswalks and pedestrian lighting. Some suggest adding pedestrian-friendly amenities such as benches and more crosswalk signals to improve accessibility for disabled individuals.
- **Pedestrian Amenities** – Some expressed doubt that outdoor dining or pedestrian-focused amenities will be practical given the area's statistics. However many respondents support wider sidewalks, outdoor spaces, and amenities that make walking and cycling more pleasant and safe. The concept of adding trees, benches, and public spaces to encourage people to spend time outdoors is widely supported.
- **Design** – Several comments cautioned against overcomplicating the design with too many changes, such as narrowing streets or adding bike lanes where they are not practical. The potential impact on snow removal, particularly with bike lanes and bump-outs, is also raised. There is a preference for designs that prioritize safety and efficiency. Others advocate for designs that improve traffic flow while also accommodating pedestrians, cyclists, and businesses.

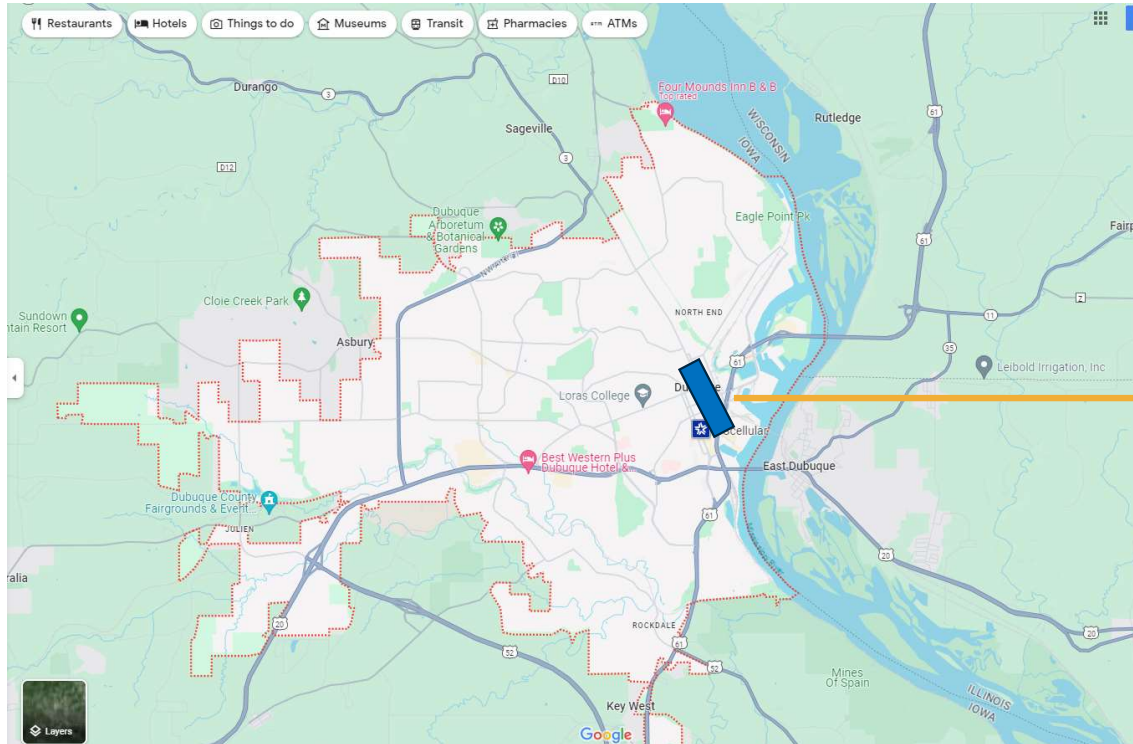


CENTRAL AVENUE AND WHITE STREET CORRIDOR TRAFFIC STUDY

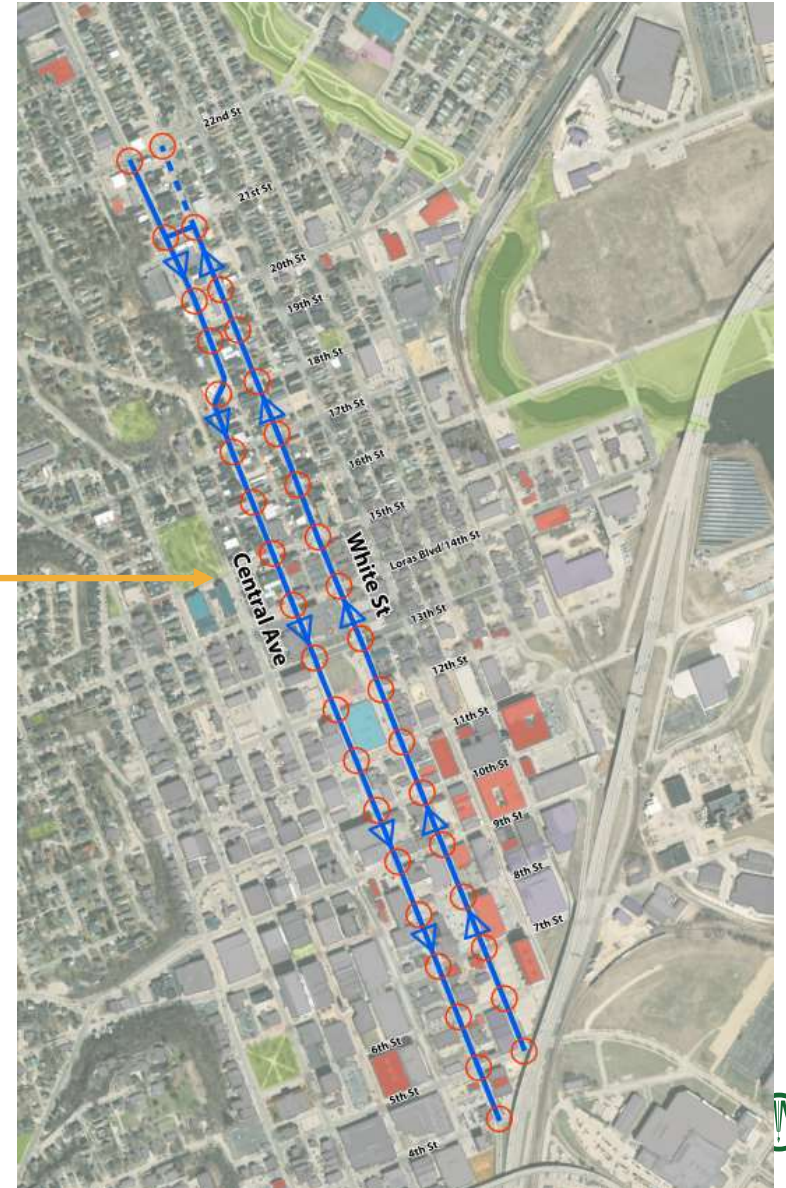
Council Meeting
November 18, 2024



Project Location



One-Way Portion,
36 study intersections,
44 blocks



Phase 3 - Identify Preferred Alternative

April - May

DISCOVER

LET'S TALK!

CENTRAL & WHITE

Study Kick-Off
Data Collection
Existing Conditions

Public Events &
Interactive Comment
Map

June - July

ANALYZE

LET'S EXPLORE!

CENTRAL & WHITE

Analyze Data &
Public Feedback
Concept Design

Public Events &
Community Survey

August - October

REFINE

LET'S UNITE!

CENTRAL & WHITE

Evaluate Alternatives
Identify Preferred
Alternative

Open House

November - January

SHARE

LET'S DO THIS!

CENTRAL & WHITE

Share Final
Recommendations
Implementation Plan

Public Hearing
Public Engagement
Report



Stakeholder Input

BY THE NUMBERS



1 business, freight and resident focus group meeting

1 open house



65 interactions with posts on Facebook



327 survey responses between October 18 - November 1



Four Alternatives Discussed:

1) Multi-Modal focused (One-way)



2) Getting To and Sticking Around (Two-way)



Four Alternatives Discussed:

3) Slow and Flow (One-way)



4) Different Roads, Different Roles (Combination)

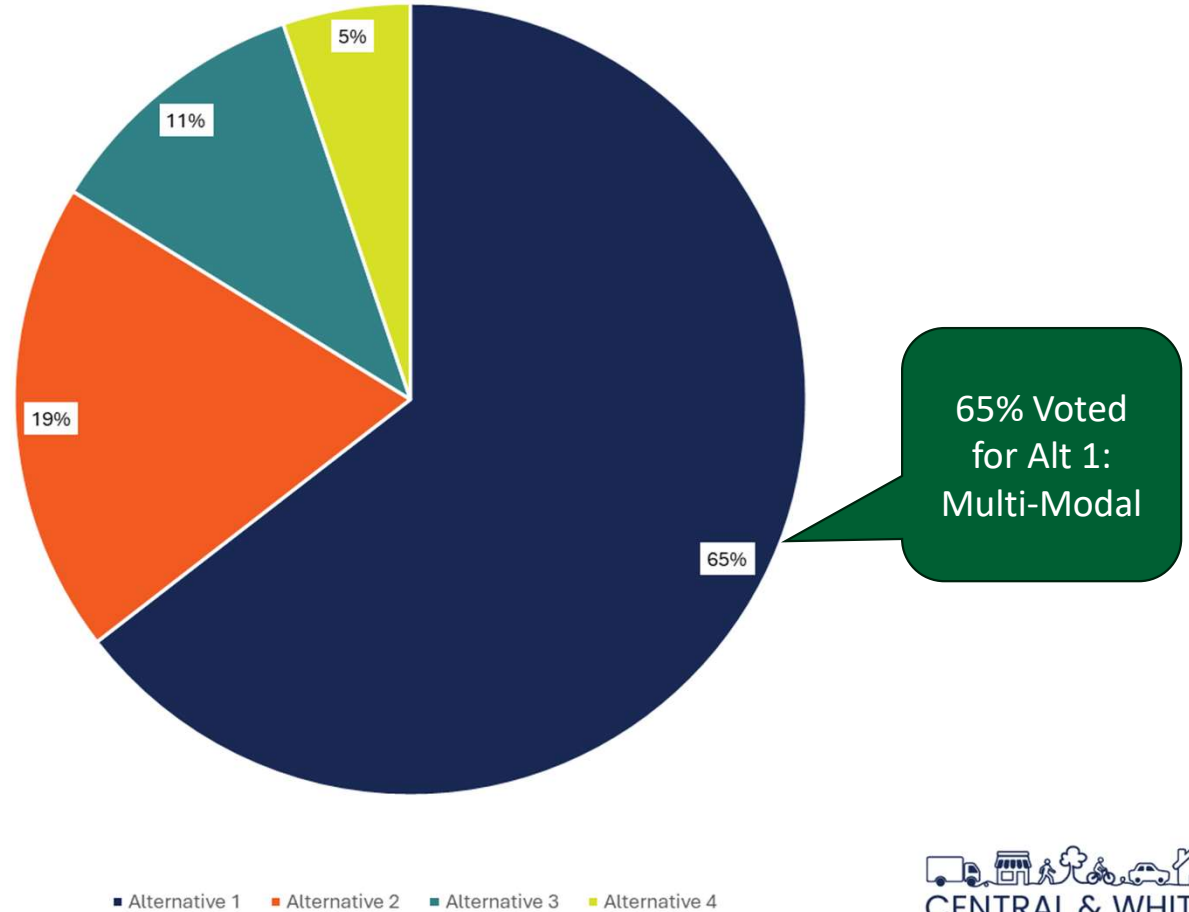


Survey Overview

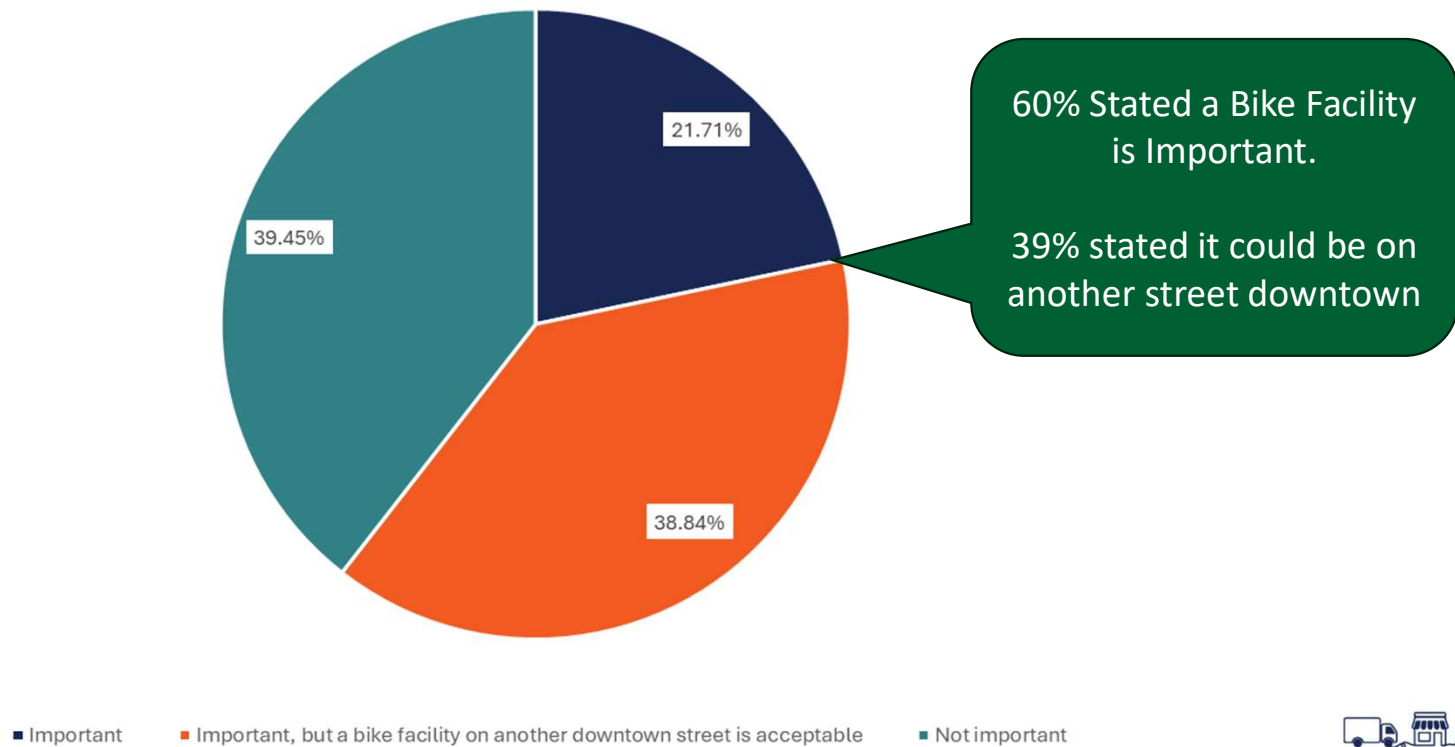
- Total responses – 327
 - Resident – 66
 - Business / property owner – 19
 - Neither – 220



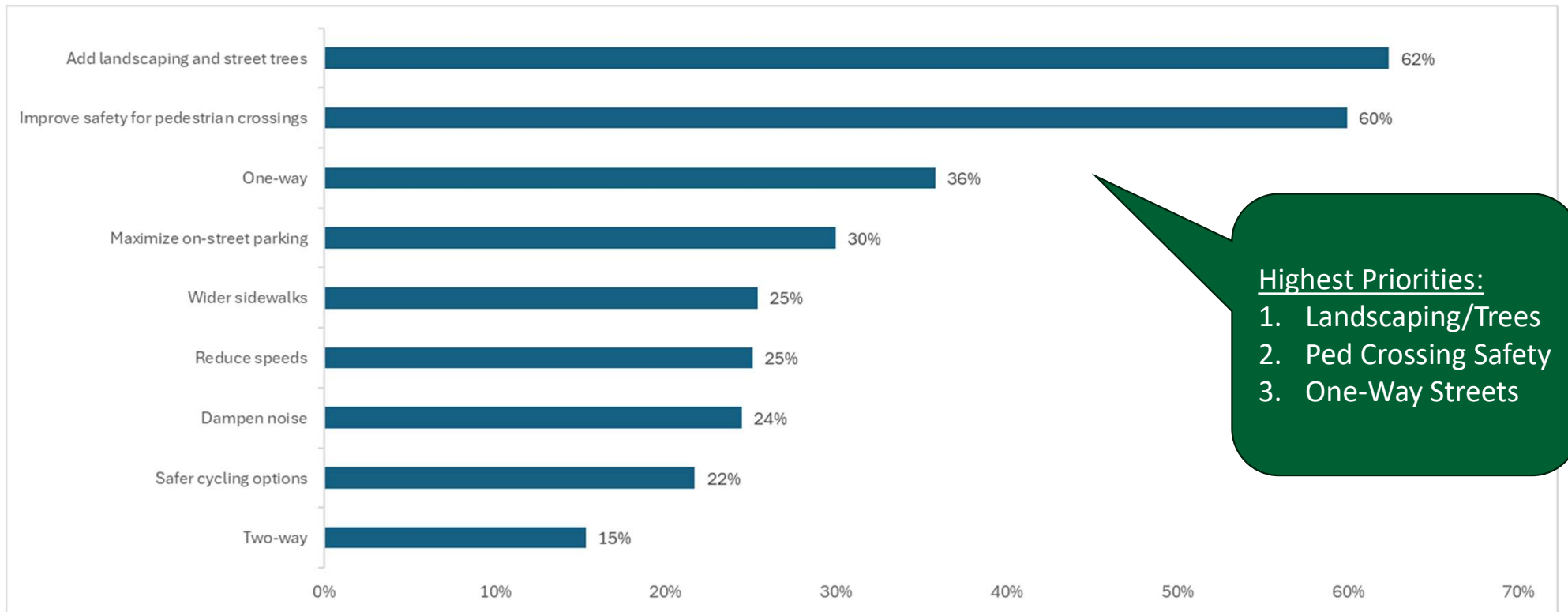
Which alternative do you prefer?



A cycle track can be implemented on White Street in all four alternatives. How important is it to have a cycle track on White Street?

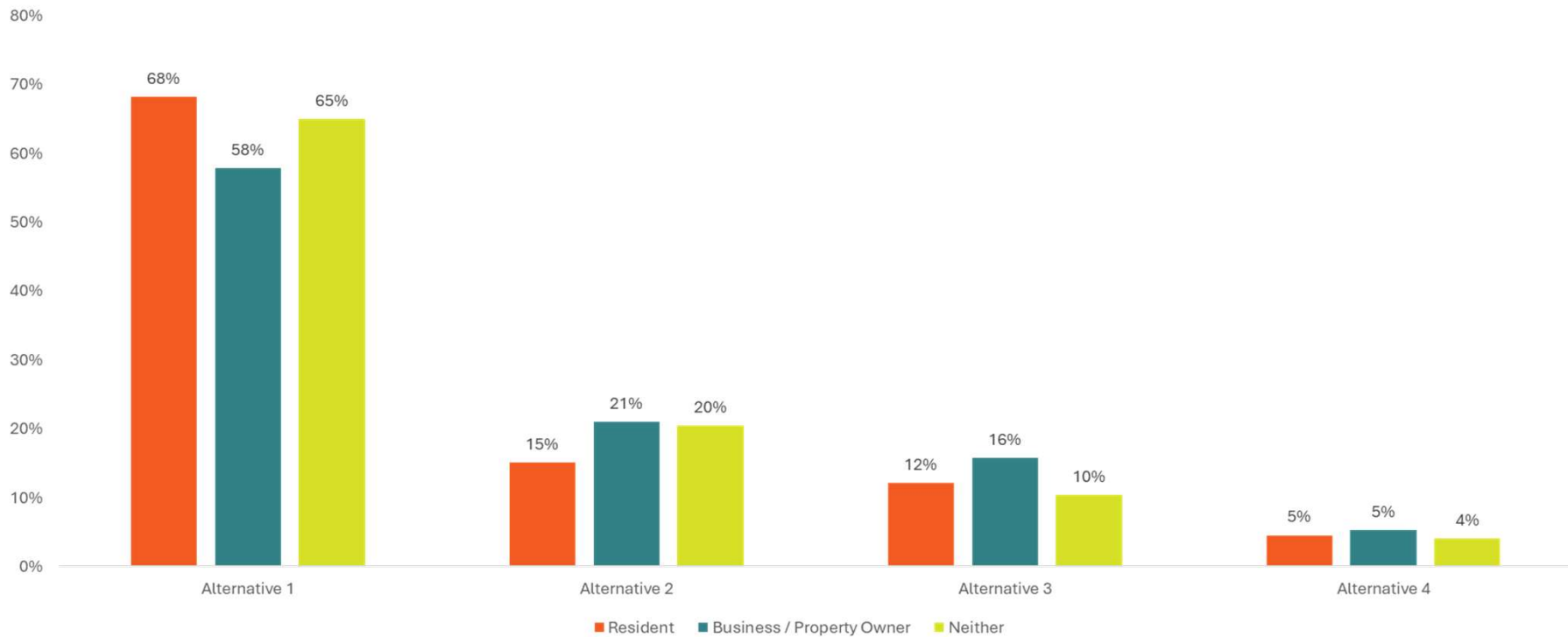


Please select your top 3 priorities:

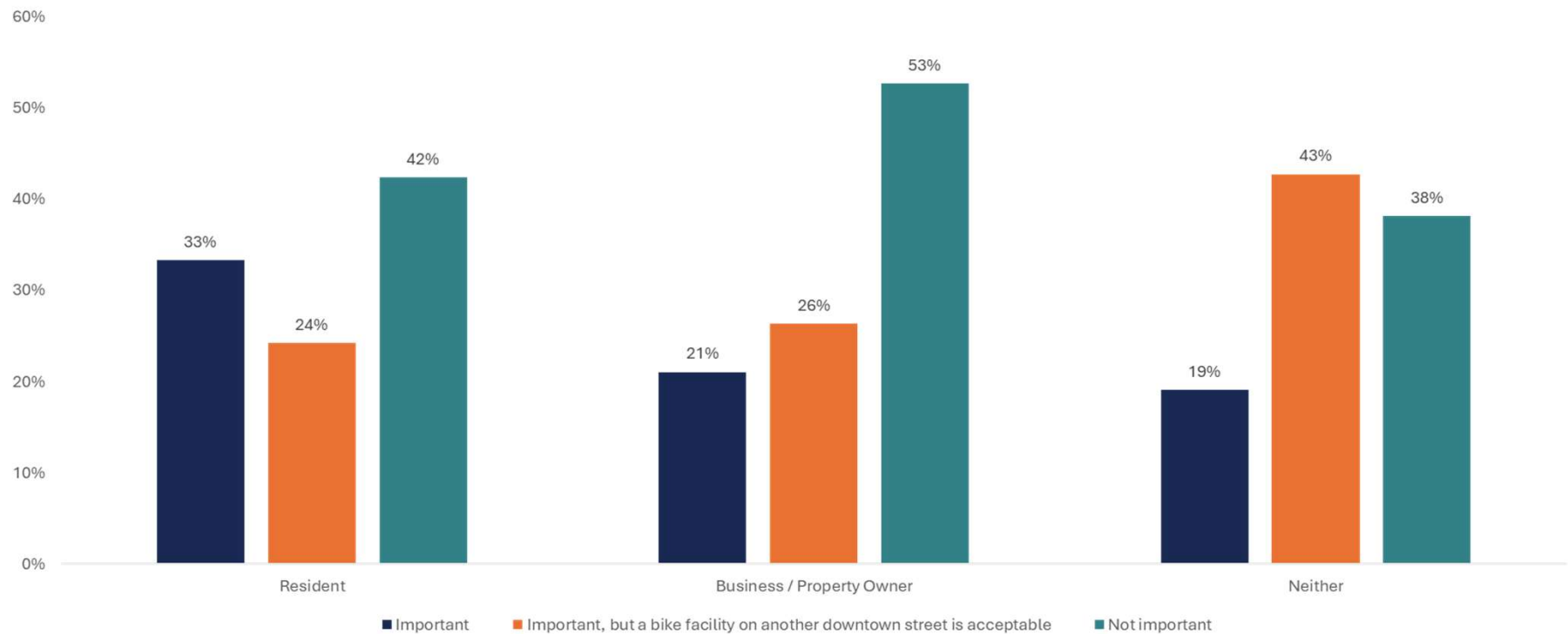


Demographic Response Ratios

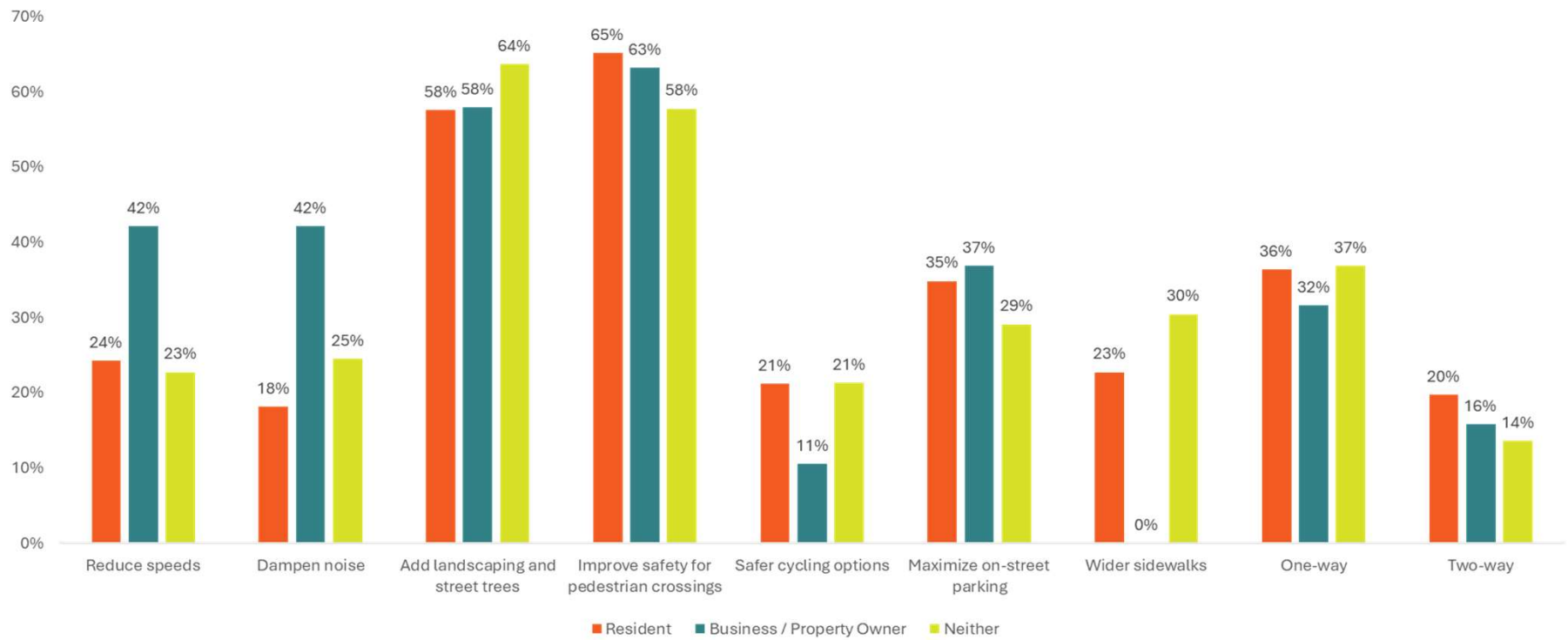
Which alternative do you prefer?



A cycle track can be implemented on White Street in all four alternatives.
How important is it to have a cycle track on White Street?



Please select your top 3 priorities:



Alternative 1 | Multi-Modal Focused



- Central and White one-way, two lanes
- Parking removed on one side of Central and one side of White
- Wide sidewalk, outdoor dining, and landscaping on Central
- Two-way cycle track on White



Evaluation Matrix

Evaluation Matrix		Safety		Equity			Connectivity			Economic Development			Alternative Preference from Community
		Conflict Points	Predictive Crashes/year	Pedestrians	Bicycles	Transit	Through Travel Times (min)		Heavy Vehicles / EMS	On Street Parking	Landscape	Sidewalk	
							Central	White					
Do Nothing	Both Central & White Remain One-Way	531	94	Status quo	facility on parallel street	Status quo	4	5	Prefer two lanes to allow passing	parking both sides	limited trees. Most on white now	Status quo	-
Multi-Modal Focus	Both One-Way Cycle Track on White	523	94	Wider sidewalks	Facility Present on White	Enhanced bus stop	4	5	Prefer two lanes to allow passing	50% loss in parking	6' Grass Blvd, additional tree wells	12' sidewalk, 16' dining	1
Getting to and Sticking Around	Both Two-Way Parking on Both Sides	976	40	bumpouts	facility on parallel street	stops on both sides of street	5	5	Only one lane for travel each direction	40% loss in parking	Additonal tree wells	12' sidewalk	2
Slow and Flow	Remain One-Way One Lane: 9th to 4th	503	94	wider sidewalks & bumpouts	facility on parallel street	Room for enhanced stops	13	25	Transition down to 1 lane at 9th	10% loss in parking	large landscape area 9th to 4th	Regular SW 22nd to 13th, 12' SW 9th to 4th	3
Asymmetry : different roads, different roles	Two-Way: 22nd to 13th; One-Way: 13th to 4th	757	61	bumpouts	facility on parallel street	Status quo	5	5	Transition at 13th, more turns needed	No loss in parking	Additonal tree wells	12' sidewalk	4

LEGEND

Negative Effect

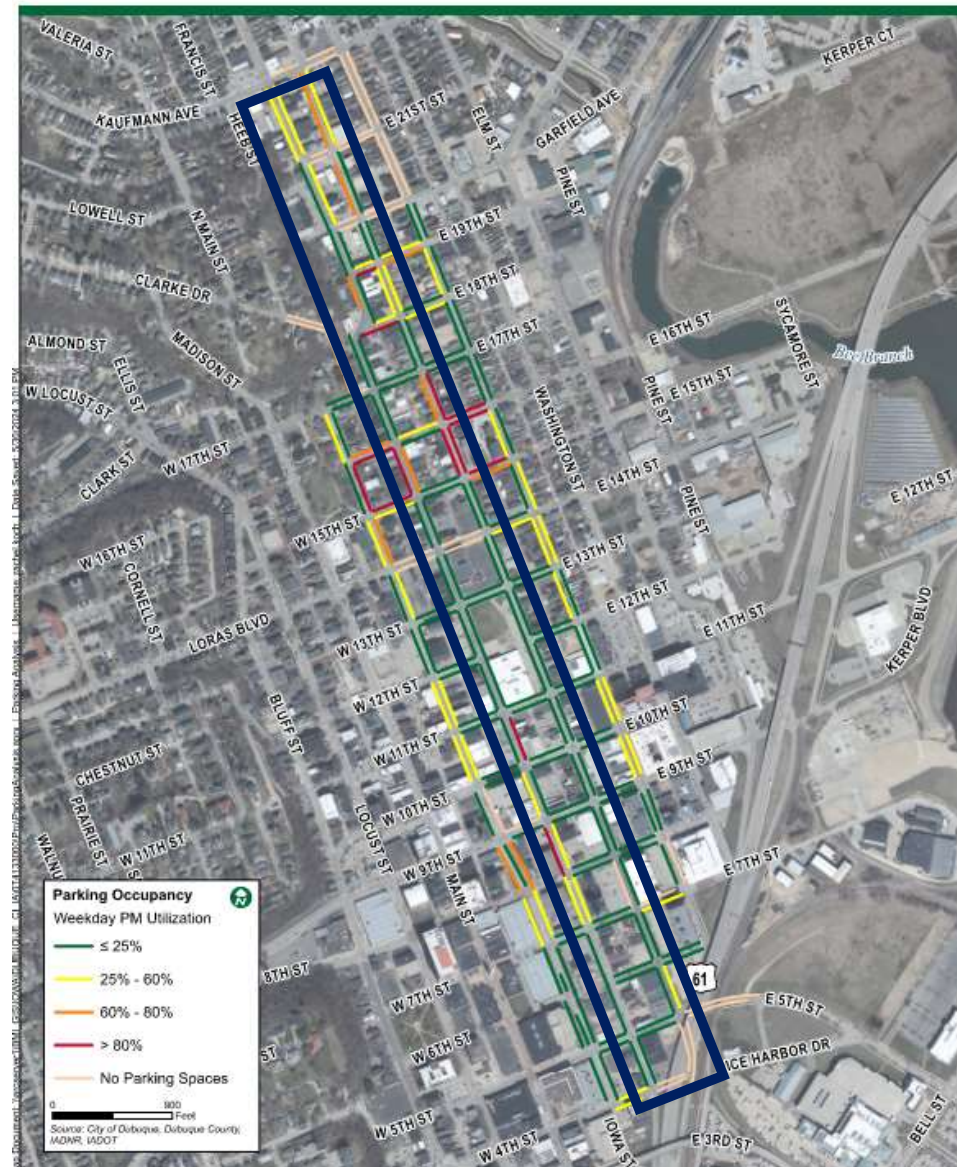
Neutral Effect

Positive Effect

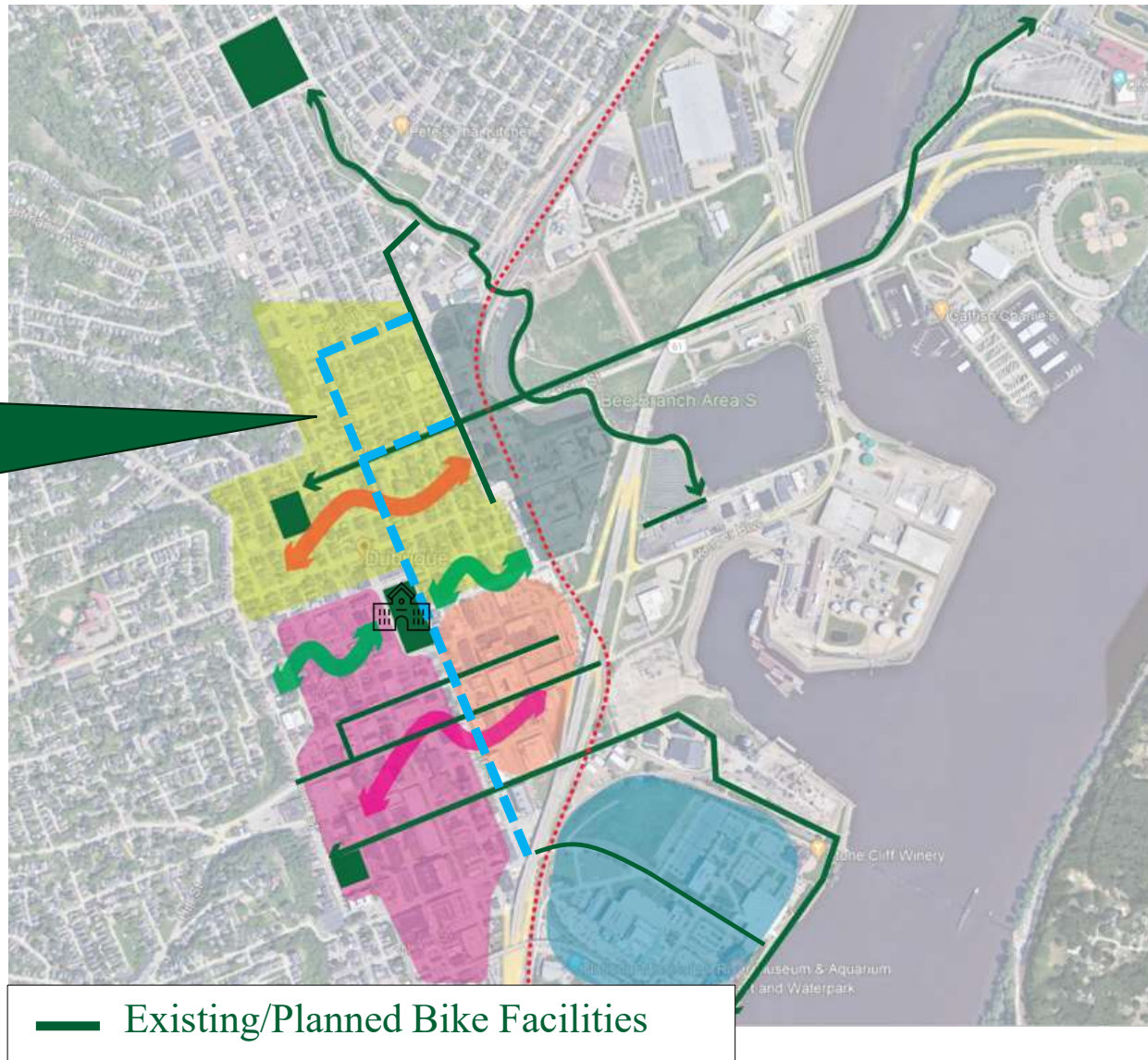


Parking Utilization

- 503 spaces existing on Central and White Streets Today
- Highest Parking Peak is Weekday Evening with a utilization of 24%
- When spaces are removed with the Multi-Modal Alternative, the utilization increases to 52% overall
- This is still less than the 80% standard when on-street parking is considered full



White Street
Cycle Track
Completes the
Connection



Alternative 1:
Multi-Modal
Focused
meets most
priorities

	Priorities (by order of Importance)	How Multi-modal Alternative 1 Addresses Priorities
✓	Improve Safety for Ped Crossings	Enhances pedestrian crossings with bump-outs Limits intersections to two travel lanes, reducing crossing complexity
✓	Add Landscaping/Trees	Expands opportunities for landscaping and trees along both streets.
✓	One Way Streets	Retains One-Way Streets. Provides two lanes for passing and maintains good signal progression for EMS, police, and freight.
	Maximize Parking	Reduces on-street parking on one side of Central and White. Allows for loading zones on-street Seeks additional on-street parking on the side streets
✓	Wider Sidewalks	Allows for wider sidewalks for outdoor dining, additional landscaping, and pedestrian space to support local businesses.
✓	Reduce Speeds	Includes narrowed lanes, landscaping, and intersection bump-outs to reduce speeds, addressing resident concerns.
✓	Dampen Noise	Includes landscaping/trees to slow speeds and dampen noise.
✓	Safer Cycling Options	Establishes a dedicated cycle track on White Street, meeting residents' desires for safer cycling options.



Alternative 1:
Multi-Modal
Focused
is in line with
these Past
Planning Efforts

	Planning Effort	Outcomes
✓	Central Avenue Corridor Master Plan	Public Expressed a Desire for Pedestrian Friendly Streets
✓	Dubuque Regional Bike/Ped Plan	On-road bike connections were identified through downtown to connect to existing and planned trails.
✓	Imagine Dubuque	Implement complete streets designed for all modes of travel, including pedestrians, cyclists, and public transit.
✓	Move DBQ	provides recommendations on reducing lane widths, widening sidewalks, adding bike facilities, and improving walkability downtown
✓	Central Ave Revitalization	The revitalization of Central Avenue has been identified as a high priority by Council for the years 2023-2025. The consideration of traffic along White Street is included to generate a cohesive understanding and solution for the transformation of Central Avenue.



Next Steps

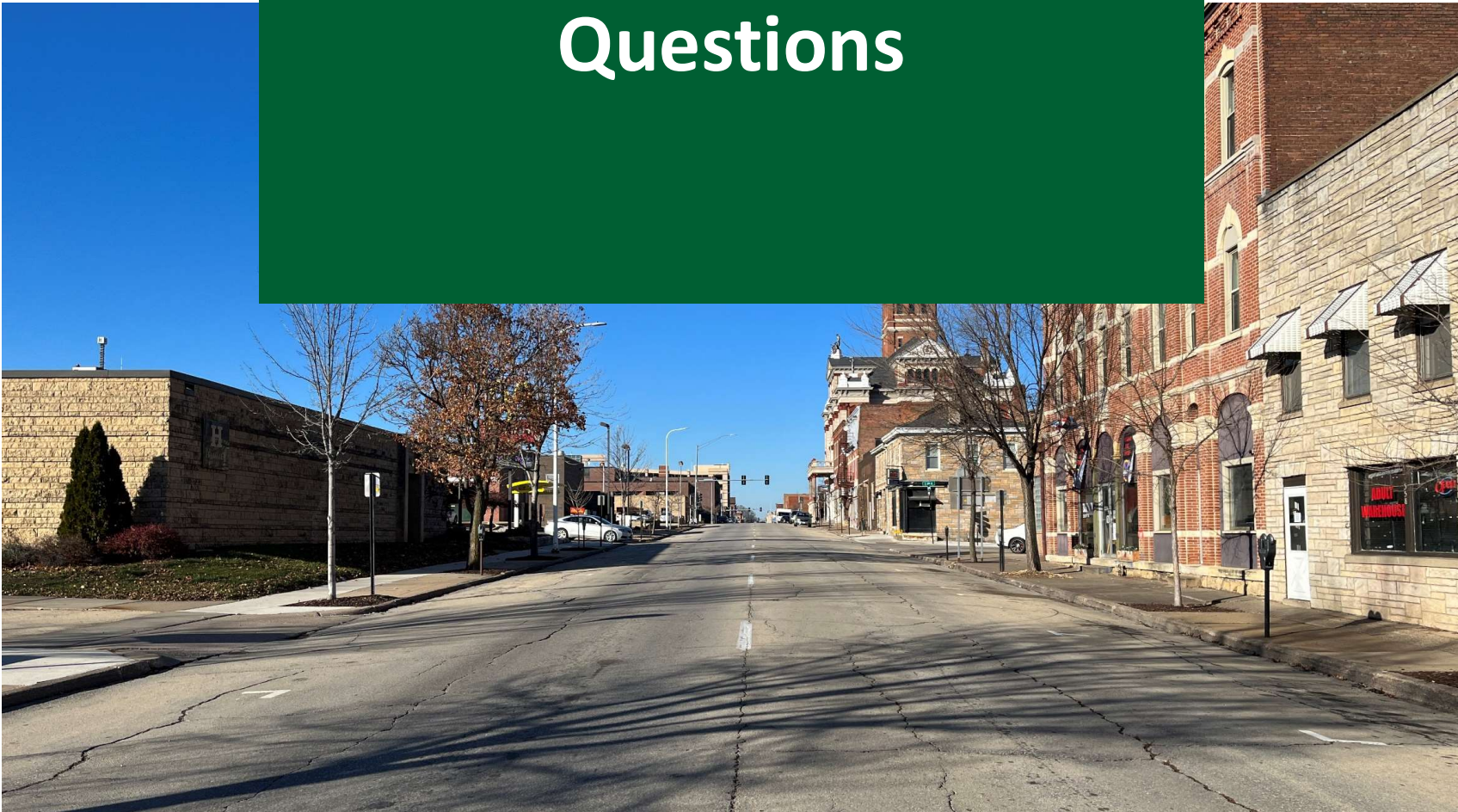
- Refine Preliminary Layout for Preferred Alternative
- Develop Cost Estimates & Phasing Plan
- Finalize Report and Project Video for Preferred Alternative
- Public Hearing – January 2025



Bolton-Menk.com



Questions



In addition to the 11-foot travel lane, a curb offset of 2-feet is also included for the lane not adjacent to the parking lane. Per SUDAS, the Iowa Statewide Urban Design and Specifications, the curb offset is measured from the back of curb to the edge of the lane. The curb offset increases driver comfort and roadway safety. Curb offset is not required for roadways with a posted speed of 35 mph or less or where on street parking is present, however, to be more accommodating of the larger vehicles travelling on Central and White, a curb offset is included in the Multi-Modal Alternative cross section. This is an additional distance outside of the travel lane width. The left most lane on both streets would be 12.5-feet from the lane line to the face of curb, see graphics below.



**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE:	Submission of EPA Grant Application for the Dubuque Community Resilience Hub Project
SUMMARY:	City Manager recommending approval of a grant application to the U.S. Environmental Protection Agency (EPA)'s Community Change grant program.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Submission of EPA Grant Application for the Dubuque
Community Resilience Hub Project

DATE: November 14, 2024

Technical Grant Analyst/Assistant Justin Thiltgen is recommending approval of a grant application to the U.S. Environmental Protection Agency (EPA)'s Community Change grant program. This grant presents an opportunity to fund and expand Dubuque's climate resilience and economic prosperity initiatives, targeting neighborhoods most affected by environmental challenges. The City's application leverages over a decade of experience in community development projects, notably those addressing climate resilience and equity in low- and moderate-income neighborhoods. This wealth of experience and expertise ensures the success of the proposed Dubuque Community Resilience Hub Project, designed to advance Dubuque's community resilience, environmental sustainability, and economic opportunity.

This effort was developed by a team of city leaders and staff across departments, including the Office of Sustainability, Department of Public Health, Economic Development Department, Public Information Office, the Office of Shared Prosperity and Neighborhood Support, and the Office of Grants and Strategic Partnerships and the Dream Center and their team including Gronen Properties. The City partnership with the Dubuque Dream Center remains central to this work.

The funding requested will provide critical support for the creation of a Dubuque Community Resilience Hub, enhancing the resilience, health, and economic vitality of Dubuque's most vulnerable neighborhoods. The collaborative efforts of the city departments and partnership with the Dubuque Dream Center will drive long-term improvements for Dubuque's residents and ensure comprehensive support for Dubuque's resilience against climate and environmental challenges. This funding will enable the city and the Dubuque Dream Center to collaboratively address climate resilience, health disparities, and economic opportunity in the most impacted neighborhoods, reaffirming the City of Dubuque's commitment to a more equitable and sustainable future.

Central to this effort, the Dubuque Dream Center has consistently played an essential role in supporting low-income and marginalized families within targeted neighborhoods.

Their community trust, proven success, and expanding local programming are not just instrumental, but integral to this grant's success.

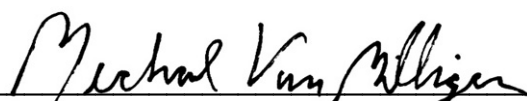
The proposed Dubuque Community Resilience Hub Project includes three (3) key components:

1. **The Dubuque Resilience Hub:** To be housed at the Dubuque Dream Center (in the former Fulton School), the resilience hub will serve as a central resource for emergency shelter, climate-related disaster preparedness, and community support.
2. **The Dream Center Job Training Program:** In collaboration with the Dubuque Dream Center, this program will train area residents, particularly unemployed and underemployed individuals and high school apprentices, in sustainable construction, energy efficiency, and environmental health skills, positioning them for career opportunities in high-demand sectors.
3. **Green and Healthy Homes Program:** This element targets housing retrofits across 75 housing units in the project area to improve energy efficiency, indoor air quality, and overall housing stability. This component will create safer, healthier homes for low-income residents.

The proposed partnership and project support mutual goals such as economic development, environmental stewardship, and community enhancement.

The project application has requested a grant amount of \$19,882,221, allocated across three key project components. First, \$717,460, covering necessary staff costs, benefits, travel, office supplies, and testing supplies essential to the program's operation. Second, Contractual Services amount to \$2,589,690, including fees for development coordination, healthy homes support, additional contract services, and radon testing. Finally, Construction and Other Costs comprise the most significant portion, totaling \$16,575,071. This includes the construction of a community resilience hub including an addition to Fulton School.

I concur with the recommendation and respectfully request Mayor and City Council approval of the U.S. EPA Community Change Grant Application.


Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney

Cori Burbach, Assistant City Manager
Teri Goodman, Director of Strategic Partnerships
Justin Thiltgen, Technical Grant Analyst/Assistant
Robert (JJ) Kimble, Dubuque Dream Center Executive Director
Alexis Steger, Housing & Community Development Director

TO: Michael Van Milligen, City Manager

FROM: Justin Thiltgen, Technical Grant Analyst/Assistant 

CC: Teri Goodmann, Director of Strategic Partnerships
Robert (JJ) Kimble, Dubuque Dream Center Executive Director
Alexis Steger, Housing and Community Development Director

DATE: Thursday, November 14, 2024

SUBJECT: Submission of EPA Grant Application for the Dubuque
Community Resilience Hub Project

Background

In close collaboration with key City departments and the Dubuque Dream Center, the City of Dubuque's Housing and Community Development Department has completed a grant application to the US Environmental Protection Agency (EPA)'s Community Change grant program. This grant presents an opportunity to fund and expand Dubuque's climate resilience and economic prosperity initiatives, targeting neighborhoods most affected by environmental challenges. The City's application leverages over a decade of experience in community development projects, notably those addressing climate resilience and equity in low- and moderate-income neighborhoods. This wealth of experience and expertise ensures the success of the proposed Dubuque Community Resilience Hub Project, designed to advance Dubuque's community resilience, environmental sustainability, and economic opportunity.

This effort was developed by a team of city leaders and staff across departments, including the Office of Sustainability, Department of Public Health, Economic Development Department, Public Information Office, the Office of Shared Prosperity and Neighborhood Support, and the Office of Grants and Strategic Partnerships. Our partnership with the Dubuque Dream Center remains central to this work; this statutorily required and mission-aligned collaboration ensures project benefits reach residents most impacted by environmental injustices in Dubuque.

Discussion

The funding requested will provide critical support for the creation of a Dubuque Community Resilience Hub, enhancing the resilience, health, and economic vitality of our most vulnerable neighborhoods. The collaborative efforts of our city departments and partnership with the Dubuque Dream Center will drive long-term improvements for Dubuque's residents and ensure comprehensive support for our community's resilience against climate and environmental challenges. This funding will enable the city and the Dubuque Dream Center to collaboratively address climate resilience, health disparities, and economic opportunity in our most impacted neighborhoods, reaffirming our commitment to a more equitable and sustainable future.

Central to this effort as the City's statutory partner, the Dubuque Dream Center has consistently played an essential role in supporting low-income and marginalized families within targeted neighborhoods. Their community trust, proven success, and expanding local programming are not just instrumental, but integral to this grant's success.

The proposed Dubuque Community Resilience Hub Project includes three (3) key components:

1. **The Dubuque Resilience Hub:** To be housed at the Dubuque Dream Center (in the former Fulton School), the resilience hub will serve as a central resource for emergency shelter, climate-related disaster preparedness, and community support. This hub will provide a safe, accessible space for residents during extreme weather events and deliver preparedness training, resources, and ongoing community support. In addition to climate-related emergency support, it may serve as a heating and cooling center and host workshops on disaster preparedness and community health.
2. **The Dream Center Job Training Program:** In collaboration with the Dubuque Dream Center, this program will train area residents, particularly unemployed and underemployed individuals and high school apprentices, in sustainable construction, energy efficiency, and environmental health skills, positioning them for career opportunities in high-demand sectors. This workforce development initiative will foster job growth in emerging green industries and promote economic stability in disadvantaged communities.
3. **Green and Healthy Homes Program:** This element targets housing retrofits across 75 housing units in the project area to improve energy efficiency, indoor air quality, and overall housing stability. These upgrades will reduce mold, asbestos, lead, radon, and other indoor pollutants while improving HVAC systems, insulation, and other energy-efficient features. This component will fund health and energy efficiency improvements to create safer, healthier homes for low-income residents.

The proposed partnership and project support mutual goals such as economic development, environmental stewardship, and community enhancement. The City of Dubuque benefits from this partnership by leveraging shared resources, knowledge, and expertise, which enhances the city's ability to deliver services, promote sustainable development, and improve the quality of life for residents. This collaboration also strengthens the city's position as a proactive and innovative community, fostering trust with partners and increasing its appeal as a forward-thinking, attractive location for future investments and projects.

The program consists of three main elements, each with its timeline. First, the Healthy Homes component will begin with assessments and improvements to local housing to address environmental and health risks, aiming to complete these upgrades within the first 18 months. Second, the Community Resilience Hub construction will start shortly after the grant is awarded and is expected to be completed by the end of the second year, providing a centralized location for community resources and emergency support. Finally, workforce development and training, focused on equipping residents with green construction skills, will run throughout the program, with training cohorts beginning early and continuing to expand over the three years to ensure community members are ready for new job opportunities created by these initiatives.

The project application has requested a grant amount of \$19,882,221, allocated across three key project components. First, Personnel, Fringe, Travel, Equipment, and Supplies total \$717,460, covering necessary staff costs, benefits, travel, office supplies, and testing supplies essential to the program's operation. Second, Contractual Services amount to \$2,589,690, including fees for development coordination, healthy homes support, additional contract services, and radon testing. Finally, Construction and Other Costs comprise the most significant portion, totaling \$16,575,071. This includes the construction of a community resilience hub, participant support costs, training subawards, and other critical expenses to ensure the program's success. These components are essential to address project requirements and ensure effective implementation of the proposed initiatives.

Recommendation

Approval is respectfully requested to submit the completed Dubuque Community Resilience Hub Project Community Change Grant application to the US Environmental Protection Agency (EPA).

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	GFOA Distinguished Budget Presentation Award
SUMMARY:	City Manager transmitting the notification of the City of Dubuque receiving the Government Finance Officers Association Distinguished Budget Presentation Award for the 19th consecutive year.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

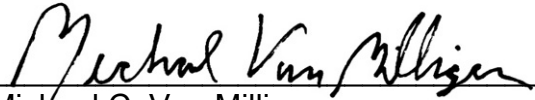
1. MVM Memo GFOA Distinguished Budget Presentation Award_MVM Memo_2024_11_13
2. 2025 GFOA Distinguished Budget Award Staff Memo_2024_11_13
3. Certificate of Recognition, Finance Department
4. 1 - Result Letter - Awarded with Special Recognition
5. 2 - Scores and Comments
6. 3 - Budget Award
7. 4 - Press Release

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: GFOA Distinguished Budget Presentation Award
DATE: November 13, 2024

Chief Financial Officer Jennifer Larson is transmitting the notification of the City of Dubuque receiving the Government Finance Officers Association Distinguished Budget Presentation Award for the 19th consecutive year.

In addition to receiving the award, the City's budget received special recognition for strategic goals and strategies. Special recognition is given when all three reviewers give the highest possible score in a particular category.

The Distinguished Budget Presentation Award is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by Chief Financial Officer Jennifer Larson, Budget Manager Laura Bendorf, Budget/Financial Analyst Joe Link, and Budget/Financial Analyst Robyn Hosch, and the entire city team.


Michael C. Van Milligen

MCVM:jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Joe Link, Budget/Financial Analyst
Robyn Hosch, Budget/Financial Analyst



TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: GFOA Distinguished Budget Presentation Award

DATE: November 13, 2024

The City of Dubuque has been awarded its 19th consecutive Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) for Fiscal Year ended June 30, 2025. In addition to receiving the award, the City's budget received special recognition for strategic goals and strategies. Special recognition is given when all three reviewers give the highest possible score in a particular category.

The Distinguished Budget Presentation Award is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

JML

Enclosures



**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

Finance Department
City of Dubuque, Iowa



The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.

Executive Director

Christopher P. Morrell

Date: **11/12/2024**



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

November 12, 2024

Jennifer Larson
Chief Financial Officer
City of Dubuque, Iowa

Dear Jennifer:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning July 2024. We are pleased to inform you that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization. In addition to receiving the award, your entity's budget received the following special recognition:

Strategic goals & strategies

Special recognition is given when all three reviewers give the highest possible score in particular categories.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments.** Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award.** A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition.** When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center



GFOA Distinguished Budget Presentation Awards Program Scores and Comments

City of Dubuque, Iowa
Member ID: 41223002
Application #: BAP-2024-9950351

Fiscal Year Begin: July 2024
Budget Period: Annual

Award Decision: Awarded with Special Recognition

Scoring Grade: 1 = Information Not Present, 2 = Does Not Satisfy Criterion, 3 = Proficient, 4 = Outstanding

			Reviewer Scoring			Reviewer Comments	Reviewer Comments	Reviewer Comments
			#1	#2	#3	#1	#2	#3
Introduction and Overview								
*	C1	Table of Contents (mandatory)	3	4	3	The table of contents is effectively presented.	A linked table of contents is provided.	Proficient.
*	P1	Strategic Goals & Strategies (mandatory)	4	4	4	The document includes excellent organization-wide strategic objectives and strategies.	The City of Dubuque presented their mission, vision 2038, focus areas, goals, priorities and guiding principles.	Outstanding. The strategic plan discussion is detailed and transparent, identifying relevant departments for individual goals.
*	P2	Priorities and Issues (mandatory)	3	3	3	The priorities and concerns are detailed in the management letter, accompanied by the relevant key considerations.		Proficient.
*	C2	Budget Overview (mandatory)	4	3	3	The budget overview is well-written and effectively provides budget issues, changes, and decisions.		Proficient.

Financial Structure, Policy, and Process								
*	O1	Organization Chart (mandatory)	4	4	3	The photographs really add to the effectiveness of these charts.	Department organization charts enhance the overall chart.	Proficient.



GFOA Distinguished Budget Presentation Awards Program Scores and Comments

City of Dubuque, Iowa
Member ID: 41223002
Application #: BAP-2024-9950351

Fiscal Year Begin: July 2024
Budget Period: Annual

	F1	Fund Descriptions and Fund Structure	3	4	3	The document outlines the functional units that comprise the fund structure, including their connection and role in financial resource allocation.	A funds chart enhances fund descriptions.	Proficient.
	O2	Department/ Fund Relationship	3	4	3	The report addressed the correlation between the various departments and their respective funding.	A department-to-funds matrix enhances O2.	Proficient.
	F2	Basis of Budgeting	3	3	3	The basis of budgeting is provided.		Proficient.
*	P3	Financial Policies (mandatory)	3	4	3	The city includes good financial policies that will help structure the budget process.	Extensive financial policies are presented.	Proficient.
*	P4	Budget Process (mandatory)	3	3	3	The budget process is meticulously outlined to guarantee that financial planning and decision-making adhere to the necessary standards.		Proficient.

Financial Summaries								
*	F3	Consolidated Financial Schedule (mandatory)	3	3	3	The document includes an effective budget summary that encompasses significant revenue sources, expenditures and financial allocations.		Proficient.
	F4	Three Year Consolidated and Fund Financial Schedules	3	3	3	The document provides a clear overview of the organization's finances, including its main revenue streams, expenditures, and other financial applications. It contains actual, current, and projected financial data.		Proficient.



GFOA Distinguished Budget Presentation Awards Program Scores and Comments

City of Dubuque, Iowa
Member ID: 41223002
Application #: BAP-2024-9950351

Fiscal Year Begin: July 2024
Budget Period: Annual

*	F5	Fund Balance (mandatory)	3	4	3	Fund balance change is included.	Fund balances are projected and discussed.	Proficient.
*	F6	Revenues (mandatory)	3	4	4	Please ensure that all revenue sources and analytical information for each related section are clearly identified and described. Discuss variances and provide trend analysis to give stakeholders a clear view of future revenue.	Revenues are enhanced with trend charts.	Outstanding. The revenue discussion is detailed and informative.
	F7	Long-Range Financial Plans	3	2	3	This section could be expanded to discuss financial plans, forecasts, trends and revenue expenditures for a multi-year period in one section.	Present some financial forecasts to accompany the narrative.	Proficient.

Capital & Debt								
*	F8	Capital Program (mandatory)	3	4	3	An effective capital plan provides information on capital investment and resource strategies.	Capital is thoroughly presented with quantified operating impacts.	Proficient.
*	F9	Debt (mandatory)	3	4	3	: The presentation of the city's debt strategy includes obligations, debt limits, and its impact on current operations.	Debt information includes per capita, ratings, ratios, etc.	Proficient.

Departmental/Program Information								
*	O3	Position Summary Schedule (mandatory)	3	4	3	Personnel and positions are included in the document.	Departments present multi-year FTEs to enhance O3.	Proficient.



GFOA Distinguished Budget Presentation Awards Program Scores and Comments

City of Dubuque, Iowa
Member ID: 41223002
Application #: BAP-2024-9950351

Fiscal Year Begin: July 2024
Budget Period: Annual

*	O4	Departmental/ Program Descriptions (mandatory)	3	4	3	The City of Dubuque's mission and services are described in a way that makes it clear what the city's core responsibilities are and how they connect to legislative goals.	Departments are fully described with all elements.	Proficient.
	O5	Departmental/ Program Goals and Objectives	3	4	3	The goals and objectives are presented with measurements and annual comparison.	Departments include multi-year KPIs linked to department and council goals and objectives with status. Nice job.	Proficient.
*	O6	Performance Measures (mandatory)	4	4	3	Excellent performance data. Ensure that the measurements are achievable.	Departments include multi-year KPIs linked to department and council goals and objectives with status. Nice job.	Proficient.

Document-Wide Criteria								
	C3	Statistical/ Supplemental Section	4	4	3	Outstanding information on the city and surrounding community.	Extensive and informative economic and demographic information is provided.	Proficient.
	C4	Glossary	3	3	3	The glossary defines and explains technical terminology.	Add BIL, BPTC, CARES, CWSRF, GDDC, ICAIF, and ZBB to the list of acronyms.	Proficient.
	C5	Charts and Graph	4	4	4	The city has excellent charts, graphs and photographs.	Charts and graphs are effectively presented.	Outstanding. The document utilizes visual presentation to convey information in a very effective manner.
	C6	Understandability and Usability	4	2	4	The document provides the required criteria in an effective and esthetic manner. The document is well organized and easy to follow. The text is clear and concise, and the graphics are effective	Reduce the document to 400 or less pages. Remember the adages that sometimes less is more, and a picture (chart or graph) is worth a thousand words. To further enhance your budget document to	Outstanding. The document is very approachable.



GFOA Distinguished Budget Presentation Awards Program
Scores and Comments

City of Dubuque, Iowa
Member ID: 41223002
Application #: BAP-2024-9950351

Fiscal Year Begin: July 2024
Budget Period: Annual

							in conveying the required information.	earn additional outstanding ratings, see the GFOA website under Best Practices, and/or the GFOA publication by John Fishbein, Building A Better Budget Document.	
--	--	--	--	--	--	--	--	--	--

Overall Score									
		Overall as a Policy Document	3	4	3				
		Overall as a Financial Plan	3	3	3				
		Overall as an Operations Guide	3	4	3				
		Overall as a Communication Device	4	3	3				

***** END OF SCORES AND COMMENTS FOR BAP-2024-9950351 *****



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Dubuque
Iowa**

For the Fiscal Year Beginning

July 01, 2024

Christopher P. Morrell

Executive Director



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

11/12/2024

For more information, contact:
Technical Services Center
Phone: (312) 977-9700
Email: budgetaward@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association is pleased to announce that **City of Dubuque, Iowa** received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 22,500 members and the communities they serve.

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE:	2025 State Legislative Priorities
SUMMARY:	City Manager recommending Mayor and City Council adoption of the 2025 State Legislative Priorities.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 2025 State Legislative Priorities



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2025 State Legislative Priorities

DATE: November 14, 2024

Director of Strategic Partnerships Teri Goodman and Technical Grant Analyst/Assistant Justin Thiltgen worked with the Department Managers and City of Dubuque strategic partners to develop a set of recommended 2025 State Legislative Priorities and is recommending adoption of the attached priorities.

I concur with the recommendation and respectfully request Mayor and City Council adoption of the 2025 State Legislative Priorities.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Teri Goodman, Director of Strategic Partnerships
Justin Thiltgen, Technical Grant Analyst/Assistant



2025 STATE LEGISLATIVE PRIORITIES

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STATE LEGISLATIVE PRIORITIES – 92ND IOWA ASSEMBLY

Municipal local control, also known as “Home Rule,” is an important law (38A Municipal Home Rule) that was added to the Iowa Constitution in 1968. This law reflects the agreed upon principle that local governments, closest to the people, can make the best decisions for their respective communities.

Local government is best positioned to make decisions for the operations and growth of the community. This is done in partnership with state government. Local governments have the best sense of the unique needs and opportunities for their community. The Home Rule law was intended to provide local governments with a reasonable level of freedom and autonomy to govern. Unfortunately, the principle of Home Rule has been preempted through many acts of the Iowa Legislature over the past decade.

Home Rule asserts the right of local governments to make decisions at the local level. Decisions made at the local level can take into consideration impacts on citizens. Local control allows city governments across Iowa to respond to the unique circumstances of the community, community needs and concerns, community hopes and aspirations.

In addition to respecting the Iowa Constitution’s Home Rule amendment, the Iowa Legislature can help Iowa grow its population by preserving essential economic development tools like Tax Increment Financing (TIF) and State Historic Tax Credit program.

Cities are full partners with the State of Iowa in our work to ensure a bright future for Iowans for generations to come. A clear understanding of the roles of State and local government and the preservation of economic development tools is critical to delivering on mutual goals.

1. TAX RELATED POLICIES

a. LOCAL TAX LEVY AUTHORITY

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

REQUESTED ACTION

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

Minimally we ask that there be:

- No hard caps on total revenues that cities can derive.
- No hard caps on overall/total city levy rate.
- "Net New" outside of any growth limitations - don't penalize growth.

b. LOCAL OPTION SALES TAX

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

REQUESTED ACTION

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

c. ASSESSOR'S BILL

Property tax experts or representatives are now part of the tax appeal process. A tax representative can file an appeal for a large commercial property under a contingency basis, receiving their pay based on a percentage of the property tax savings they can achieve for their client. In many of these cases little or no money is expended by the taxpayer. The representative files a protest with the Board of Review and supplies little or no information to the Board. The Board may deny the protest, but the tax representative will file a protest to either District Court or the Property Assessment Appeal Board. At this point the tax representative may produce more information, or they may try to negotiate a settlement. On the assessor's side it may be very costly to hire appraisals and fight this out in Court. A single appraisal for a large Commercial or Industrial property will easily exceed \$5000.

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

REQUESTED ACTION

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

e. STATE MANDATES

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

REQUESTED ACTION

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

2. ECONOMIC DEVELOPMENT

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

a. TAX INCREMENT FINANCING (TIF)

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

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

Since 2010, there have been a total of 68 development projects that have utilized TIF. These projects have received an estimated \$73,200,606 in direct TIF incentives. These projects have leveraged \$666,759,204 in capital investment throughout the greater downtown and Industrial parks. These projects have resulted in the retention of 4,139 jobs in Dubuque and the creation of 836 jobs. This does not include many of the jobs added to the downtown employment base where there was no direct TIF agreement with the employer but rather the projects were facilitated by loan pools and other methods benefiting from the Downtown TIF district.

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

Dubuque has leveraged TIF to achieve consistent, significant job growth and maintain a strong, diversified local economy. Over the years (since around 2001), it has facilitated the purchase and development of over 1,000 acres of land in our industrial parks and Port of Dubuque, the attraction and expansion of 91 businesses, and created or retained 9,361 jobs.

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

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

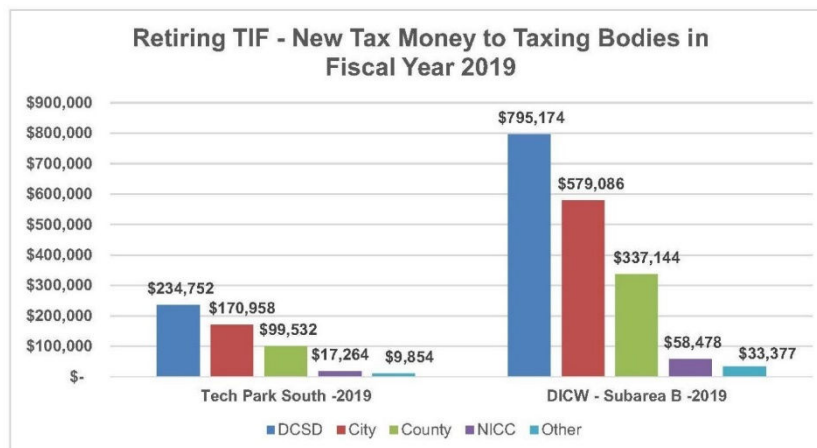
the attraction of 270 high quality jobs at Simmons Pet Food. Without the flexibility this tool provides, Dubuque would not have this kind of success in job creation and retention.

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

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

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

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



REQUESTED ACTION

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

b. EMINENT DOMAIN

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

REQUESTED ACTION

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

c. STATE HISTORIC TAX CREDITS

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

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

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

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

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

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

REQUESTED ACTION

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

- Restore the State Historic Tax Credit to 100% refundable.
- Preserve, improve, and expand the State Historic Tax Credit Program boosting credit from 25% to 30% to mirror the Federal Historic Tax Credits.
- Increase staffing levels of State departments that review tax credit applications.
- Increase the State capped dollar amount.

d. QUALITY OF LIFE & COMMUNITY ENHANCEMENTS

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

REQUESTED ACTION

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

e. CHILDCARE

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

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

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

REQUESTED ACTION

The City of Dubuque supports the following recommendations of the Iowa Women's Foundation:

- CONTINUED INVESTMENT IN CHILDCARE WORKFORCE - childcare providers earn an average of \$10.76 per hour in Iowa, leaving us ranked 45th in the nation. The third-lowest paid profession statewide after locker room attendants and lifeguards.
 - Identify a sustainable source of funding for Child Care WAGES[®] Iowa and T.E.A.C.H. Early Childhood[®] IOWA statewide beyond SFY24.
 - Implement tax cuts and credits to incentivize participation in the childcare workforce.
- SUPPORT FOR CHILDCARE BUSINESSES
 - Increase childcare assistance reimbursement rate to increase revenue for childcare businesses.
 - Create a subcategory of commercial property used for childcare centers to treat property tax the same as residentially classed property.
 - Identify a sustainable public-private funding source to help support the shared services business competencies programs long term.
- QUALITY CHILDCARE FOR FAMILIES
 - Increase income eligibility for Child Care Assistance to 185% incrementally at 5% annually and 75% of the market rate survey. Iowa's income limit is currently 145% of the Federal Poverty Level. In comparison, Iowa is ranked 46th of all states.
- CONTINUED SUPPORT FOR CHILDCARE SOLUTIONS FOR BUSINESSES
 - Identify long-term funding to support additional Business Incentive matching grants. Previous grant program resulted in 36 applications. Additional communities were interested in applying but unable to meet the timeline.
 - Implement tax incentives and credits to incentivize businesses to increase investments in childcare, resulting in an increase in quality childcare across the state.

f. LAND BANK POLICY

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

REQUESTED ACTION

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

g. BROWNFIELD REMEDIATION

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

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

REQUESTED ACTION

Modify Iowa Code Chapter 137 to allow for remediation strategies that minimize development costs while still protecting health and safety, such as capping shallow soils where said cap would be designed into the redevelopment plan anyway.

3. EQUITY

a. MANDATORY MINIMUM SENTENCING

Mandatory minimum sentences are punishments ordered by judges with terms set by the legislature to those who have been convicted of crime; they dictate that certain crimes require, by law, a set amount of time in prison. Mandatory minimum sentencing laws effectively strip judges of their authority to take the circumstances of a crime into account and shift sentencing power to prosecutors who can use the threat of these laws to intimidate defendants into pleading guilty in order to receive a reduced sentence (Written Submission of the American Civil Liberties Union on Racial Disparities in Sentencing, 2014). In theory, mandatory minimum sentencing laws are “race neutral” and should affect everyone who has been convicted of a crime equally regardless of race. In practice, however, this is very much not the case. Prosecutors are more likely to levy heavier charges against people of color in general than they are against whites, while federal prosecutors are over twice as likely to charge black defendants with offenses that carry a mandatory minimum than white defendants (Report to the United Nations on Racial Disparities in the U.S. Criminal Justice System, 2018). This has led to Iowa having one of the highest rates of imprisonment for black people in the nation (Stageberge & Rabey, 2013). In 2016, 35% of the 1,196 Iowa inmates serving mandatory sentences were Black.

REQUESTED ACTION

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

b. RACE & EQUITY IMPACT STATEMENTS

Used to address possible disparities caused by proposed legislation, minority impact statements largely serve as guidelines for state legislators to utilize in crafting laws that are fair and do not have disproportionately negative effects on women, people of color, families, and people with disabilities. Minority impact statements were designed to help prevent disparities from getting worse and are in use in Iowa with a particular focus on criminal justice disparities. A 2019 review of Iowa’s minority impact statements for criminal matters found that statements need to be made available to all stakeholders much earlier in the legislative process; they need to be thorough and comprehensive and not a generic analysis; and that legislation should specifically prohibit the passage of bills where the impact statement indicates the bill would increase disparities. See [The Promise of Racial Impact Statements](#).

REQUESTED ACTION

Support legislation that requires thorough minority impact statements to be attached early to any bill, joint resolutions, or amendment and that prohibits passage of bills where the impact statement indicates the bill would increase disparities. Required review of bills by the Human Rights Board.

c. FUNDING FOR YOUTH/YOUNG ADULT INTERNSHIPS

Internships provide experience, training, and build connections that can help youth and young adults achieve professional success. Youth and young adults with internships on their resumés are more likely to find full-time employment after they graduate, with over 50% reporting job offers by the time they graduate (Hecht, 2016). In addition, internships have been shown to help change career directions for

the better, with 34.8% indicating a significant change in career direction and 46.3% indicating a slight change (Saltikoff, 2017). There are significant racial disparities among interns; while over 68% of white students have participated in internships, less than 60% of black and Latino students have participated in them (Hecht, 2016). Gender disparities are also significant, with women being 20% more likely to be in unpaid internships than men. Unpaid internships largely go to those who can afford them, with students from high-income households being more likely to participate than students from low-income households.

REQUESTED ACTION

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

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

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

REQUESTED ACTION

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

e. DECRIMINALIZATION OR LEGALIZATION OF MARIJUANA USE & POSSESSION

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

REQUESTED ACTION

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

f. SUPPORT COURT FINE & FEE REFORM

Court fines and fees often become a barrier to financial self-sufficiency for families living in poverty. Given the disproportionate number of African Americans living in poverty and interacting with the court system, this has a significant racial equity impact.

First, several provisions make it difficult for those with limited incomes to get out from under court debt. Under Iowa Court Rules Chapter 26, an individual must have \$300 in court debt before they are eligible for a payment plan or can perform community service, though Iowa Code Section 602.8107 would allow the court to establish a lower threshold. When they enter a payment plan, a minimum payment of \$50 is required. Community service is valued at the minimum wage of \$7.25 an hour, yet the value of a volunteer hour in general is \$33.49 as of April 2024. Participants in community service supervision programs currently are charged \$50 to be supervised, which defeats the purpose of allowing community service as an alternative to payment because they cannot afford the fees and, in any event, is not a financially sustainable model. The agency historically tracking community service in Dubuque (Project Concern) couldn't financially support the continued operation of the program as the \$50 paid by the individual needing supervision was a flat fee. \$50 was paid whether the individual had 2 meetings over the course of a month with the staff member or 25 meetings over three (3) years, it wasn't a sustainable model financially. While the judges at the local level were supportive there were no court funds to support the work being done. A community service funded program to work off Court debt should properly be managed by the Courts/Clerk of Court.

Second, unpaid debt can interfere with ongoing employment and financial stability. As just one example, when a resident in Iowa has a criminal conviction of any kind and has court debt, a hold is placed on the person's vehicle registration. If the conviction was for a vehicular crime, then the person's driver's license is automatically suspended as well. If the crime is non-vehicular and the person's financial state prevents them from paying the court debt, the hold on the registration turns into a suspension when the renewal of their tags goes unpaid. If they continue to drive – to get to work for example – they may then be charged with driving with expired tags, a vehicular crime that leads to license suspension. There is also anecdotal evidence from attorneys who have worked “rocket docket” that people believe that paying the court debt is enough to reinstate their license, which is untrue. They must also file with the DOT and pay a \$30 reinstatement fee. Depending on the amount of time that passes, they may also need to retake both the written and driving tests.

Third, indigent defendants are constitutionally and statutorily entitled to an assessment of their ability to pay for any court debt other than fines, surcharges, and victim restitution. However, Iowa law also presumes an ability to pay and there is little to no remaining oversight into court decisions regarding someone's ability to pay - courts do not have to provide reasons for finding that a defendant is able to pay, a court can ascertain ability to pay before knowing the full scope of the debt, and direct appeal of a judge's decision is available in few situations. In addition, indigent defendants incur additional costs like indigent defense fees and jail fees that arise because of an inability to afford their own attorney or to afford bond or bail while awaiting trial. On the one hand, the constitution requires that everyone be provided counsel and a speedy trial (or be released in the interim) and yet one's financial status is intricately intertwined with the degree to which these rights are “real” in any pragmatic sense. These fees when unpaid multiply quickly with the Department of Revenue imposed 15% collection fee.

REQUESTED ACTION

Eliminate the \$300 eligibility threshold for a payment plan; eliminate the minimum payment requirement of \$50; eliminate the \$300 eligibility threshold for community service; set a viable and realistic value of an hour of community service to equate to the value of a “volunteer hour” which was \$33.24 as of April 2024; properly fund staffing in courthouses to account for tracking community service efforts across the state as opposed to the hodge podge of community service systems set up at the local level without proper funding across the state. Eliminate the

non-renewal of vehicle registrations and the suspension of licenses based on court debt or, at a minimum, on court debt that is related to a non-vehicular crime. Strengthen requirements to ensure a full and fair assessment of ability to pay or, at a minimum, oppose any effort to further restrict or eliminate ability to pay protections such as the changes proposed last session by HSB658 and SF2374. Advocate for changes to Department of Revenue policies that would allow for partial or full waiver of the 15% collection fee upon a showing of financial hardship and that would exclude indigent defense fee recoupment and jail fees from the basis used to calculate the 15% collection fee.

4. TRANSPORTATION

a. TRANSPORTATION FUNDING

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

Transportation projects and improvements in Dubuque include:

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

REQUESTED ACTION

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

b. RAILROAD SAFETY AND DELAYS

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

REQUESTED ACTION

The City would like to thank the Iowa Department of Transportation Commission in support of the City's application and award of the \$25M RAISE Capital grant to construct a vehicular and pedestrian grade separated railroad overpass at 14th Street. The City also requests an increase in IDOT Quiet Zone Funding.

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

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

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

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

REQUESTED ACTION

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

d. PASSENGER RAIL

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

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

REQUESTED ACTION

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

5. DUBUQUE REGIONAL AIRPORT

a. SUPPORT COMMERCIAL AIR SERVICE FOR DUBUQUE REGIONAL AIRPORT

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

REQUESTED ACTION

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

b. AIRPORT VERTICAL INFRASTRUCTURE FUNDING SOURCE UPDATE

Vertical infrastructure needs at Iowa's general aviation and commercial service airports remain high. DBQ supporting legislative efforts to update the source of funding for airport buildings from gaming revenues to aircraft use and lease taxes.

REQUESTED ACTION

Beginning with the 2026 fiscal year, aircraft use and lease tax revenues be deposited in the State Aviation Fund to fund the Commercial Service Vertical Infrastructure program and General Aviation Airport Vertical Infrastructure program.

c. FEDERALLY MANDATED AIRPORTS FIREFIGHTING

For decades the federal government has mandated the use of aviation firefighting foam which contained perfluoroalkyl and polyfluoroalkyl substances.

The Federal Aviation Administration's "Aircraft Firefighting Foam Transition Plan" outlines the process for replacing these firefighting foams. The Plan also highlights the costs airports will incur as equipment such as fire fighting vehicles and equipment will require either complete decontamination or replacement. Currently, the replacement costs for fire fighting vehicles exceed \$1 million per truck, with a minimum of a two year wait between the date of order and the time of delivery at the airport.

REQUESTED ACTION

DBQ supports an aviation industry led transition to new aviation firefighting foams. The Association also supports the use of State Aviation Fund monies for equipment and vehicle decontamination and/or replacement costs.

d. AIRPORT SERVICE PROVIDER AGREEMENTS

Each of Iowa's commercial airports, along with several general aviation airports, enter into agreements with companies to provide services such as aviation fuel sales, passenger hospitality offerings, car rentals, airport facilities management and airport operations.

These negotiated agreements are based on local airport needs, aviation industry trends and the local economy.

REQUESTED ACTION

DBQ strongly supports the continuation of current state laws which allow individual airports to negotiate agreements with service providers. Locally developed and negotiated agreements are the time-tested method for providing needed aviation and traveler-related services in our state.

e. AIRPORT LAND USE FOR ENERGY PROJECTS

As airports seek ways to generate non-property tax revenues, the use of non-aeronautical airport lands for solar energy generation has become a viable option.

REQUESTED ACTION

The grounds of a public airport should not be included in any proposal to regulate the placement of solar energy conversion equipment.

6. HOUSING

a. STATEWIDE BUILDING CODE ADOPTION / UPDATES TO BUILDING CODES

The creation of a statewide building code, with no ability for local amendments, would be extremely detrimental to the safety of residents and could create costly issues for developers who are attempting to rehabilitate buildings. Without a proper development of a statewide code, there will be several years of ambiguity and the inability to enforce any building code.

A proper review of a Statewide Building Code requires several years of committee review specific to each trade represented in the code. Things that must be considered for each trade include;

- How will this affect older cities?
- Were proper records kept to support “at the time of construction” language in a code?
- Is adopting varying years of International Code congruent? Do the references “dead end”?
- Would the State be able to support the number of appeals, and requests for modifications?
- Codes reference types of buildings, are they applicable throughout the State as they are intended to apply?
- Can cities support any additional needs created by fire code updates or amendment carve outs completed by the State?
- What is the cost associated with the adoption, for the State and local enforcement?

Dubuque is one of the oldest cities in the State, and therefore has extensive experience with trying to enforce building codes that reference “at the time of construction”. Records are not readily available from the 1950s through the 1990’s, and significantly unavailable prior to that date; therefore, the building codes adopted at the time of construction will be impossible to determine. Any enforcement attempted for these codes will be an appeal to the State for review. The State is not currently funded to support this many reviews from the City of Dubuque alone, much less the many other cities similarly situated.

Many federal grants require the adoption of the two most recent code cycles for all building codes to be eligible for funding. Most significantly, FEMA funds are tied to this requirement. Some State building codes are already outdated, by over ten years and three editions, this needs to be remedied. Failing to adopt the most recent building codes will reduce Cities and the State ISO rating in the Building Code Effectiveness Grading Schedule. ISO ratings are used to determine insurance rate schedules, including homeowner insurance rates, and recovery funding from FEMA. This will have a significant impact on Iowa’s economy and the ability to recover from a disaster. A quote from the FY 2021 FEMA BRIC grant priorities:

“The priorities for the program are to incentivize natural hazard risk reduction activities...and to increase funding to applicants that facilitate the adoption and enforcement of the latest published editions of building codes.”

REQUESTED ACTION

- Work with professional associations, such as the Iowa Association of Building Officials, to form committees for a proper review of code before adoption.

- Legislatures writers cannot complete this task appropriately, professionals in the building code field need to be commissioned for this.
- If local amendments are not allowable, remove all “at the time of construction” language in any International Code; it is not enforceable language in most Iowa cities. Explore other options that balance economic feasibility for developers and safety.
- Codes adopted MUST be in the last two code cycles, or all FEMA assistance potential will be lost.
- Adopt the 2023 National Electrical Code (NEC) without further delays.

b. SMART GROWTH WORKFORCE HOUSING GRANT PROGRAM

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

Definition

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

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

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

Fortunately, housing costs in smaller urban and rural areas are often within closer reach for workforce households. However, in areas where vacancy rates are low – calling for the production of new units – development of quality housing is financially impossible, as operational income on the properties is not enough to cover interest payments on the project mortgage. *Low local rent levels, although beneficial*

for tenants, preclude developers from creating new units, despite a community's housing shortage. For this reason, many developers have turned to the LIHTC program to make their projects financially feasible, whether or not this fulfills the community's particular housing demand.

Meanwhile, the recent economic downturn and housing market woes have combined to create a new class of workers, forced into the rental market because they do not qualify for a mortgage. Displaced workers with homes that won't sell, families who've had their homes foreclosed, young professionals with student loans, and households that might otherwise be able to afford mortgage payments if only they could come up with the higher requisite down payment demanded in a tight lending climate – all of these are moving into the rental market. This creates a rather sudden increase in the demand for rental residential units for households that are neither wealthy, nor are they eligible for low-income housing.

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

REQUESTED ACTION

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

c. WORKFORCE HOUSING TAX CREDITS

The "sun-setting" of the Iowa Economic Development Authority's Enterprise Zone program in 2014 resulted in the creation of two new tax credit opportunities under the High-Quality Jobs Program: one for economic development and the second for workforce housing. The City of Dubuque supported this policy decision in the 2014 legislative session; however, some refinement of the workforce housing tax credit program will be necessary in order to meet the demand identified by the State of Iowa. The legislative changes in 2014 expand access to the worthwhile housing program, but the cap is unnecessarily limiting.

REQUESTED ACTION

The City supports moving the workforce housing tax credits out of the aggregate Iowa Economic Development Authority's Economic Development Tax Credit Cap. The workforce housing program is a housing program and not a direct economic development incentive and should not be restricted as such.

7. TECHNOLOGY & INNOVATION

a. BROADBAND INFRASTRUCTURE

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

REQUESTED ACTION

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

8. EMERGENCY MANAGEMENT & HOMELAND SECURITY

a. FLOOD MITIGATION PROGRAM

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

REQUESTED ACTION

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

b. COMBINED EMERGENCY COMMUNICATIONS & EMERGENCY OPERATIONS CENTER

Dubuque County has experienced eleven presidential disaster declarations since 1999. Increased frequency and impacts of disasters on the City of Dubuque has created the need for expanded facilities. Combining emergency operations and communications will deliver services more effectively and efficiently to citizens of Dubuque and Dubuque County.

Emergency Operations Centers have been in place throughout the state of Iowa for decades. The City of Dubuque's Emergency Operations Center is currently located at the Dubuque Emergency Responder Training Facility. It had been previously located in the Dubuque Fire Headquarters basement since the mid-twentieth century. EOCs were built during the Cold War and with a focus on civil defense. Today, with more frequent and extreme weather events as evidenced by Dubuque's high number of Presidential Disaster Declarations, demand for a new combined center is evident.

The Emergency Communications Center is located in the Dubuque County Law Enforcement Center. It is in the middle of the building and is restricted for future growth. Currently there are six full console positions. With the numbers of calls and the severity of some of them, there is a need to have additional capacity for call taking and dispatching. The Center has been remodeled several times and future expansion is limited. During the pandemic, the Communication center had to be split into 2 different rooms to maintain social distancing. The center has completed the updating of its radio system to a P25 System with all Public safety agencies using the new system at this time. Even though updates to the radio system have occurred at current location, there still are restrictions on growth and capabilities during high volume times and disasters.

In order to respond to the well-being and safety of the citizens of Dubuque, and to the increased demand for services created by more frequent disasters, and in order to replace aging and inefficient facilities, efforts are underway to explore funding opportunities that would enable the creation of a combined Emergency Communications and Emergency Operations Center.

The State of Iowa has partnered with many larger city/county governments to assist in funding combined emergency communications centers and emergency operations centers. Although some local funding has been allocated from City and County to relocate the 911 Center, there will still be a need for additional funds for 911 Center and complete for the Emergency Operations Center to be co-located with the 911 Center.

REQUESTED ACTION

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

9. PUBLIC SAFETY

a. FIREARMS & VIOLENT CRIME

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

REQUESTED ACTION

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

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

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

REQUESTED ACTION

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

c. FULL FUNDING FOR JUDICIAL BRANCH SERVICES

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

REQUESTED ACTION

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

d. HATE CRIME STATUTE

According to FBI Hate Crime Statistics, hate crimes against people based on gender identity are on the rise. The 2019 data indicates that 2.7% of reported hate crimes were committed against people based on gender identity. This compares to 2.2% of reported hate crimes in 2018, 1.6% in 2017, 2.0% in 2016,

1.7% in 2015, 1.8% in 2014, and .5% in 2013 (the first year that hate crimes based on gender identity were reported). Note that not all jurisdictions report hate crime statistics to the FBI and jurisdictions like Iowa would report zero based on gender identity because state law omits gender identity from the hate crime statute.

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

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

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

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

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

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

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

REQUESTED ACTION

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

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

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

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

10. LIBRARY SERVICES

a. ENRICH IOWA

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

REQUESTED ACTION

Support efforts to increase funding for the Enrich Iowa program.

b. HOMETOWN GOVERNANCE FOR PUBLIC LIBRARIES

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

REQUESTED ACTION

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

11. HUMAN RESOURCES

a. MUNICIPAL FIRE & POLICE RETIREMENT SYSTEM OF IOWA

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

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

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

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

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

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

REQUESTED ACTION

The State of Iowa shall fund their obligated percentage for their share (3.79%). Change legislation to lift the cap for the employee contribution and consider reducing enhanced benefits for new employees coming into the system.

b. 411 SUBROGATION

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

REQUESTED ACTION

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

c. CONTINUATION OF GROUP INSURANCE

Iowa Code Section 509A.13 states:

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

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

REQUESTED ACTION

Repeal Iowa Code 509A.13, Continuation of Group Insurance.

12. IOWA CODE CHANGES

a. MOBILE HOME COMMUNITY PROTECTIONS

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

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

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

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

REQUESTED ACTION

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

b. AUTHORITY TO PETITION FOR TITLE TO ABANDONED LOTS

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

REQUESTED ACTION

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

c. UNDERAGE & BINGE DRINKING

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

REQUESTED ACTION

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

d. "GOOD MORAL CHARACTER" LANGUAGE

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

REQUESTED ACTION

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

e. ADULT ENTERTAINMENT

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

REQUESTED ACTION

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

f. CLOSED SESSION RECORDS

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

REQUESTED ACTION

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

g. SIDEWALK LIABILITY

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

REQUESTED ACTION

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

h. CONFIDENTIAL RECORDS

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

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

(2) “Housing crisis” means a situation where a person is experiencing homelessness, a lack of adequate or safe housing, or is in imminent danger of homelessness or lack of adequate or safe housing.

REQUESTED ACTION

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

13. PLANNING & ZONING

a. EXPAND CITIES' EXTRATERRITORIAL JURISDICTION

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

REQUESTED ACTION

Support legislation enabling cooperative planning and effective land management practices.

b. SMART PLANNING PRINCIPLES

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

REQUESTED ACTION

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

c. LIVABLE COMMUNITIES

A livable community is one that is safe and secure, has affordable and appropriate housing and transportation options, and offers supportive community features and services.

REQUESTED ACTION

- Supports state policies that seek to improve quality of life by promoting development of safe, accessible, and vibrant environments. Policies should address neighborhood redevelopment, sustainable land use, mixed use developments, multigenerational and affordable housing, multi-modal transportation, and efforts to help residents age in place.
- Support legislation to enable land banking and similar community-based programs to address blight and disinvestment.
- Support legislation that promotes a culture of equity and inclusion that helps to transform Iowa into a place that honors our diversity as a strength.
- Supports increased investment in affordable housing programs, including the State Housing Trust Fund, Workforce Housing Tax Credits, and other programs that provide quality housing for low- and moderate-income families, reduce barriers to homeownership, and support the modification of homes to help people age in place.
- Support funding to help local communities plan for their housing needs.

d. HISTORIC SITE PRESERVATION GRANT PROGRAM (HSPG)

The State of Iowa needs to restore funding to the Historic Site Preservation Grant Program (HSPG). This program was the only “brick & mortar” fund to encourage cultural growth and development throughout the state of Iowa. The Historic Site Preservation Grant provided funds to acquire, repair, rehabilitate, and develop historic sites that preserve, interpret, or promote Iowa’s cultural heritage. Projects funded by this program had to promote an understanding of the record of human experience within Iowa.

All HSPG projects were limited to work on “vertical infrastructure,” which is defined in Iowa Code Chapter 8.57 as “land acquisition for construction, major rehabilitation of buildings, all appurtenant structures, utilities, and site developments.”

The maximum allowable grant request was \$100,000. The minimum allowable grant request was \$40,000. Projects required dollar-for-dollar cash match.

REQUESTED ACTION

Restore State funding for the Historic Site Preservation Grant Program (HSPG).

e. PROPERTY OWNERS ON HISTORIC PRESERVATION COMMISSIONS

Section 303.34 of the Iowa Code requires that “At least one resident of each designated area of historical significance shall be appointed to the commission.” This requirement is problematic for the City of Dubuque’s Old Main Historic District, which is primarily commercial. It would be beneficial for the City in the recruitment and retention of commissioners to be able to appoint property owners to represent historic districts. Furthermore, since historic preservation regulations apply to the rehabilitation, renovation, and restoration of property, allowing property owners to serve on the commission would be appropriate.

REQUESTED ACTION

Enact legislation allowing property owners in addition to residents to represent the historic districts on the Historic Preservation Commission.

f. STATE HISTORIC PRESERVATION OFFICE STAFF

With pending approval for federal dollars for infrastructure and other projects, there will be greater demand for Section 106 Reviews as part of environment review compliance.

REQUESTED ACTION

Increase SHPO staff to review Section 106 reviews in a timely manner.

g. TRANSPORTATION AND INFRASTRUCTURE

As the continual development and optimization of local- and state-owned transportation roadways increase accessibility to local amenities we encourage the continued collaborative partnership to make our roadways as safe as possible and the creation of opportunities for alternative modes of transit.

REQUESTED ACTION

- Support investment in healthy modes of non-motorized transportation, including expanding funding for local communities to plan for trails and bicycle routes.

- Support efforts to fund and encourage use of public transit.
- Supports efficient and environmentally friendly renovation of existing infrastructure, particularly roads, bridges, utility systems, and electronic vehicle facilities.

h. LOCAL CONTROL OF PLANNING ISSUES

Local planners possess a deeper understanding of the challenges facing their communities, enabling local jurisdictions to maintain control over planning decisions.

REQUESTED ACTION

Oppose legislation that mandates regulations or limits local planning and zoning powers. Examples include regulation of stormwater and soil conservation, use of building materials, and home occupations.

i. HOUSING

Recent housing studies at the state and local levels have highlighted a pressing need for the development of additional housing units, particularly those that provide affordable options.

REQUESTED ACTION

- Support increase investment in affordable housing programs, including the State Housing Trust Fund, Workforce Housing Tax Credits, and other programs that provide quality housing for low- and moderate-income families, reduce barriers to homeownership, and support the modification of homes to help people age in place.
- Support funding to help local communities plan for housing needs, including reform of local zoning regulations.

j. ENVIRONMENTAL PROTECTION, CLIMATE, AND CONSERVATION

With increasing storm-related events impacting our state and communities, we must prioritize programs that prevent or mitigate the impacts of climate change and protect the environment.

REQUESTED ACTION

- Support funding and programs that facilitate and encourage nutrient reduction in Iowa's water bodies and watershed-level planning that addresses urban and rural water quality, flood mitigation, and water recreation.
- Support state policies that encourage and incentivize use of sustainable energy from renewable sources.

k. RECREATION AND CULTURAL PROGRAMS

Recognizing the value of recreational and cultural programs is essential for enhancing the quality of life in our state and communities, as they play a crucial role in attracting and retaining residents who seek a vibrant and engaging environment.

REQUESTED ACTION

Support programs and funding or incentives that provide a higher quality of life to attract and retain residents like Enhance Iowa program, historic preservation, and cultural programs such as Great Places

I. ECONOMIC DEVELOPMENT

Recognizing that tax increment financing is an important tool for local governments (rural and urban) and supports the flexibility provided under current law.

REQUESTED ACTION

Support legislation, policies, programs and funding that allow communities to encourage sustainable development and remove blight, such as brownfield/grayfield tax credits and other funding programs, and to attract and sustain quality jobs that provide livable and equitable wages.

14. PARKS & RECREATION

a. RESOURCE ENHANCEMENT AND PROTECTION (REAP)

REAP is a program in the State of Iowa that invests in, as its name implies, the enhancement and protection of the state's natural and cultural resources. The long-standing REAP funding formula provides money for projects through state agency budgets and in the form of grants.

REAP is funded from the state's Environment First Fund (Iowa gaming receipts) and from the sale of the natural resource license plate. The program is authorized to receive \$20 million per year until 2026, but the state legislature sets the amount of REAP funding every year. This year the average REAP appropriation is \$12 million.

REAP has been used extensively in Dubuque for land acquisition and trails. Most recently it was used to acquire an adjoining property to the Mines of Spain State Recreation Area and extension of the Northwest Arterial Trail which directly connects to the Heritage Trail as well as environmental restoration of Eagle Point Park and Four Mounds Park and most recently expansion of Four Mounds Park. All benefit tourism and connecting people to the outdoors with active recreation. The workforce for jobs in need of filling in our area are clamoring for more parks and trails amenities. This includes Iowans as well as persons moving from other states that have these amenities. If we wish a workforce for our future, we must invest in these areas. Since 1998 Dubuque County has received over \$7.72 million in REAP allocations for 228 projects for city parks and open space grants, conservation education, county conservation grants and allocations, historic resource development grants, land management, roadside vegetation, and soil and water enhancement (from report dated 20232).

Dubuque is in the large size city category. That means that the maximum grant ask of \$200,000. This cap has been the same since at least 1998. Construction costs have risen dramatically during the last 25 years, especially the last 3. Holding REAP static reduces the positive results REAP has had on our state parks, heritage, and environmental efforts.

REQUESTED ACTION

Request that the Iowa Legislature work to increase REAP to full funding of \$20 million as authorized and create more permanent year after year funding.

b. MINES OF SPAIN STATE RECREATION AREA

A Unique State Park with National Park Credentials

The Mines of Spain State Recreation Area includes 1400 acres of woodlands, prairie, and bluff lands that overlook the Mississippi River along a 3-mile shoreline. It is a regional destination where visitors and residents reconnect with the natural, cultural, and ecological aspects of the park through interactive and comprehensive outdoor and indoor learning opportunities. This state park is a National Historic Landmark, a state preserve and sits along the Mississippi flyway. Trails connect visitors to a farm site, forests, prairies, archeological sites, and wetlands. It also boasts some of the most diverse ecological habitats ranging from bluff lands that overlook the river to tall grass prairies, forested woodlands, and wetland.

This National Historic Landmark contains thousands of years of human history dating from the early Mississippian period through the early twentieth century. Mounds, village sites, rock shelters, trading

post sites, and campsites dot the landscape. The Mines of Spain Recreation Area is a Silos and Smokestacks National Heritage Area Site.

State Support for Investment and Operation

The IDNR, the city, the Friend of the Mines of Spain, and Dubuque County Conservation have an excellent track record as partners. This partnership success can continue with the increased and stable funding for the operation, maintenance, and staffing of the Mines of Spain. Success, we believe, will be reached with asset management funding from secure State funding sources to enable us to fully use the expanded Interpretive Center and park area. With stable State funding, Park staff can maintain the Mines of Spain as the local, regional, state, and national treasure it is and should remain. The outcome is a place for expanded education, increased experiences for the visitor and heritage tourism to attract more visitors to the state. Without this increased/stable funding the ability to use and appreciate these facilities/land are seriously threatened; past investments are at risk for being wasted.

The usage of Mines of Spain State Recreation Area remains very high, with the majority of visitors coming from outside Dubuque coming from the larger tri-state region. The increased usage creates additional need for maintenance staffing and support thus state help is needed for increased funding for the operations and staffing of Mines of Spain Recreation Area and state parks across Iowa. Invasive species need to be managed, which takes the time of staff and/or contractors to ensure the protection of this treasured and very special natural resource.

Local Response to State Needs

The Mines of Spain State Recreation Area and the E.B. Lyons Interpretive Center are a unique collaboration between the State of Iowa, Dubuque County Conservation, Friends of the Mines of Spain and the City of Dubuque. When more space was needed at the Interpretive Center, the Friends of the Mines of Spain (FOMOS) planned and coordinated an expansion that more than doubled the original space for educational purposes, raised \$1.8 million in private, local, state and federal funds with the expanded center serving over 250,000 visitors annually.

The award-winning LEED-certified Interpretive Center welcomes visitors to one of the region's best-conserved natural and cultural resources, where people can explore the history and natural riches of the park.

Working with the IDNR, the City of Dubuque, the FOMOS, private donors and the Iowa Natural Heritage Foundation raised over \$1.98 million to acquire and developed a 52-acre addition adjacent to the Interpretive Center. The partnership continues to mature each year.

REQUESTED ACTION

Increased state supported funding for the physical assets in the Mines of Spain Recreation Area as well as park staffing especially due to the active local partners of Dubuque County Conservation, the Friends of Mines of Spain, and the City of Dubuque.

c. NATURAL RESOURCES & OUTDOOR RECREATION TRUST FUND

The Iowa Legislature has a great opportunity to fulfill its promise to Iowans to protect Iowa's land and water by passing a measure that funds the Natural Resources and Outdoor Recreation Trust Fund, also called Iowa's Water and Land Legacy.

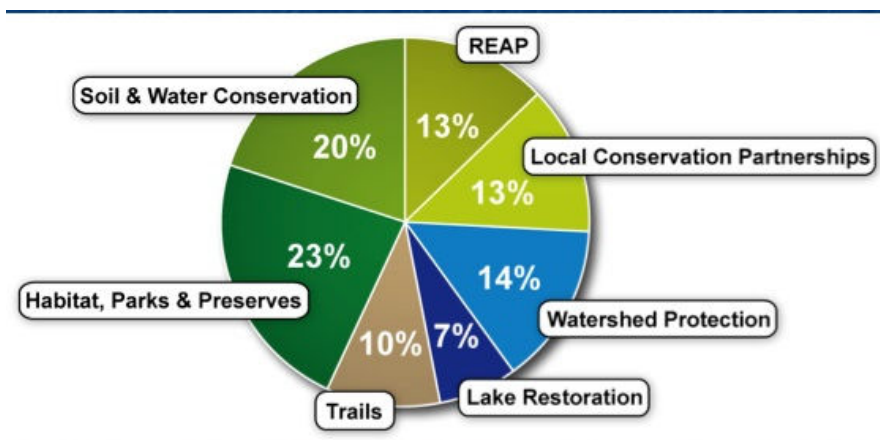
In 2010, 63% of Iowa voters supported creation of the Fund to provide reliable and dedicated funding for the protection of water quality, conservation of agricultural soils and improvement of natural areas such as fish and wildlife habitat. However, no money will go into it unless the Legislature raises the sales tax. If raised, the first three-eighths of the tax will go toward the Trust Fund. It is reported that this would generate about \$249 million a year.

The majority of the Trust fund dollars can go toward water quality improvement projects including lake restoration, soil and water protection, and enhanced flood protection efforts. The Trust fund emphasizes sustainable agriculture and will aid farmers and landowners in adopting voluntary conservation practices outlined in the Nutrient Reduction Strategy. These efforts will positively affect cities downstream in watersheds.

Investing in Iowa's natural resources ensures that our communities benefit from ecotourism and Iowa companies can recruit and retain a quality workforce. In Iowa, outdoor recreation accounts for \$8.7 billion in consumer spending, 83,000 jobs and \$649 million in state and local tax revenue.

Rural Iowa as well as metro areas will benefit from the economic capital growth, tourism sales and conservation benefits the Trust fund will provide. IEDA reports that access to natural landscapes and outdoor recreation are among the top factors that influenced an individual's decision of where to live. Quality of life initiatives will encourage people to choose thriving rural and urban communities to live, work and raise families.

The preservation and investments to protect Iowa's green spaces, water, and air quality can be keys to improving the physical and brain health of current and future Iowans. Children's risk for obesity can increase by as much as 50% if they don't have nearby parks, sidewalks and other green spaces or recreational amenities.



Recreational amenities and quality of life opportunities are critical to recruiting and retaining a highly educated and motivated workforce. The trust will invest in Iowa's water quality, economic development, rural and urban revitalization, and public health. The Trust makes this investment and provides a legacy for generations to come.

REQUESTED ACTION

Pass legislation to increase the state sales tax from 6 percent to 6 and 3/8 percent with the 3/8 of one percent to be deposited in the Natural Resources and Outdoor Recreation Trust Fund that the voters of Iowa supported and approved with a significant majority. The distribution formula in the current law was derived from years of study and building support among many groups of Iowans, voted on, and should be maintained.

d. STATE RECREATIONAL TRAILS PROGRAM

The state recreational trails program (SRT) provides funds to establish recreational trails throughout Iowa for the use, enjoyment and participation of the public. The program is restricted to the acquisition, construction or improvement of recreational trails open for public use or trails which will be dedicated to public use upon completion.

The citizens of Dubuque have benefitted from this grant program to establish trails in our community connecting recreational resources as well as providing trail transportation corridors for bikes and pedestrians. Trails continue to grow in popularity and are an economic engine for the state for workforce attraction as well as tourism.

In the last five years the Iowa Department of Transportation program has had funding of \$1.5, \$1, \$1.5, \$2.5, and, \$3.5 million to award with requests each year ranging from \$38.3 million to \$113.8 million in the lowest year. The need far outweighs the funding available.

REQUESTED ACTION

Authorize additional funding each year at a stable level appropriate to the needs for the State.

15. ARTS & CULTURE

a. ARTS & CULTURE FUNDING

Vibrant and livable communities in Iowa are those that support and invest in arts, culture, and humanities initiatives and programs as tools for economic and community development. Equitable access to and representation in arts and cultural programs improves the quality of life for all Iowans and stimulates economic activity, helping to attract and retain a diverse workforce which is essential to Iowa's economic vitality and competitive edge. Arts and culture as a stand-alone industry is a bustling sector, supporting a wide variety of education, entertainment, recreational, and skilled-trades jobs while providing essential revenue streams for local travel and hospitality businesses and generating significant contributes to federal, state, and local governments. Iowa's arts and culture sector is a necessary element of the state's overall COVID-19 recovery strategy and a long-term asset for the state's overall growth and vitality in the 21st century.



Community-created Solidarity Mural at Dubuque's Five Flags Civic Center. Designed by local artist Shelby Fry. Painted by 75+ volunteers, June 2020. Photograph by Bob Felderman.

Nationally, the arts culture sector and creative economy is a \$1.1 trillion industry which equates to 4.3% of the nation's GDP – a larger share of the economy than transportation and utilities. This represents \$27.5 billion in federal, state, and local tax revenue generated by the nonprofit arts and culture sector alone. In Iowa, the arts and culture sector contribute an estimated \$4.97 billion to the state's economy, representing 2.1% of the state's GDP and 41,810 jobs, numbers that have declined from pre-pandemic levels.

According to the National Assembly of State Arts Agencies, Iowa is projected to rank 32nd in per capita spending at 96 cents for arts and culture through its state arts agency in FY2025. Iowa investment in the arts and culture sector is on an upward trend as the ranking has moved up, from its ranking as 41st in FY21 and FY22. The National average is \$2.09. 4 of 5 neighboring states rank higher and invest more in their creative sector than Iowa does. In FY25, it is projected that Minnesota will rank 2nd at \$10.20 per capita, Missouri 3rd at \$ 9.00, Illinois 14th at \$2.05, and Nebraska 26th at \$1.33. These projected FY2025 appropriations include line-item funds designated by the legislature to pass through the state arts agency to other entities.

In 2022, Dubuque participated in one of the most comprehensive economic impact studies of the nonprofit arts and culture industry ever conducted in the United States. The Arts & Economic Prosperity VI study was conducted by Americans for the Arts, the nation's leading nonprofit organization for advancing the arts and arts education. The results showed that Dubuque's nonprofit arts and culture sector generates \$ 70.4 million in annual economic activity, supporting 1,527 full-time equivalent jobs and generating \$ 6.7 million in local and state government revenues and \$41.6 million in household income to local residents.

The Dubuque City Council prioritized arts and culture investment to foster equitable access and representation in a thriving arts and culture community. 'Diverse arts, culture, parks, and recreation experiences and activities' is one of eight City of Dubuque 2037 Goals.

Since 2004, the Dubuque's City Council has taken actions such as establishing an Arts and Cultural Affairs Advisory Committee, dedicating \$35,000 annually in special project grants, and establishing a Downtown Cultural Corridor managed by Dubuque Main Street. Additional investments include an operating support grant program for local arts and culture non-profits which has grown from \$200,000 in FY06 to \$250,000 in FY21.

We enjoy an annual rotating public sculpture program, seeded as a ten-year \$300,000 CIP in FY06 and now funding through the City's general fund at \$38,000 annually. A part-time, now full-time staff position of Arts & Cultural Affairs Coordinator was added in FY09 and continues as a key member of the City's Economic Development Department team. To date, the City of Dubuque has provided \$4.54 million in direct funding for arts and culture since the establishment of the City's Arts and Cultural Affairs Advisory Commission in 2004. City funding alone is insufficient for local arts and culture sectors and creative economies to flourish, especially in rural communities where municipal funding for the arts rarely exists and even in communities like Dubuque where the arts are invested in as a key tool for community success.

In 2014, the City recognized the need for master arts planning to advance its' reputation as a regional creative and cultural hub. The resulting Arts and Culture Master Plan was adopted by City Council in 2016 and serves as a guide to assist the City in strategic resource management, to sustain arts and culture as an integral part of the community's social and cultural vibrancy. The plan engages the community in the implementation of the plan, reflecting the community's vision to utilize arts and culture to enhance our sense of place, contribute to Dubuque's economic vitality, create, and support an environment where art and culture thrive, and enrich Dubuque culturally, aesthetically, educationally, and economically.

The support of the Iowa Department of Cultural Affairs (IDCA), its various divisions, and their subsequent grant programs, is vital to the arts and culture organizations and creative workers in Dubuque. Dubuque does not currently offer grant programs for individual artists or for-profit culture entities; the Iowa Arts Council (IAC) Project Grants and Iowa Artist Fellowship Program provide critical opportunities for creative culture bearers to create their work and engage their communities. IAC's other grant programs including School Arts Experience, Cultural Heritage Project Grants, Cultural Leadership Partner Operating Support Grants, Arts Build Communities Grant, and others provide essential support for educational opportunities, community enrichment, and economic development arts-based projects that would not take place without sustained or increased funding from Iowa's legislative appropriation to its state arts agency.

We take this opportunity to acknowledge and thank IDCA for serving as a key resource for local arts agencies, organizations, and artists across the state throughout the COVID-19 pandemic. They have provided prompt and thoughtful support of the sector, efficiently creating one-time grant programs to put CARES Act and American Rescue Plan funds to work on the ground in local communities.

REQUESTED ACTION

- Continue to regard and fund the arts and culture sector as an essential Iowa industry attracting and retaining Iowa's workforce, inspiring business development, supporting economically viable jobs, generating state and local government revenue, and as a cornerstone of the state's tourism economy.
- Support and fund programs at or above FY24 levels through the Iowa Department of Cultural Affairs (Iowa Arts Council, State Historical Society of Iowa, Produce Iowa, and Humanities Iowa) to continue recognizing and promoting Iowa's cultural heritage as key in COVID-19 recovery strategy for all Iowa communities.
- Provide funding for appropriate staffing levels at the Department of Cultural Affairs to increase service and support of the arts and culture community throughout all parts of the state.
- Explore and implement funding mechanisms to raise the ranking of Iowa from 43rd in the nation per capita through the state's arts agency as reported by the National Assembly of State Arts Agencies Legislative appropriations including line items.

16. SUSTAINABILITY & RESILIENCY

a. ENERGY EFFICIENCY & ALTERNATIVE ENERGY

Every year, the American Council for an Energy Efficient Economy ranks states on their energy efficiency policy and program efforts. Iowa's rank continues to slide nationally due to inaction. Businesses, residents, and local governments have taken advantage of existing incentive programs, but still have much work to do in order to make their new and existing buildings more energy efficient. As energy efficiency is achieved, private and public organizations as well as individuals have begun to explore a variety of alternative and renewable energy options to increase their energy independence, reduce dependence on coal and oil, reduce greenhouse gas emissions, improve the competitiveness of local business, and improve public health.

The Iowa Economic Development Authority and Iowa Department of Transportation developed the Iowa Energy Plan, most recently updated in 2018. The plan, which the City of Dubuque has been engaged in developing, focuses on energy as an economic development opportunity, Iowa's energy resources, energy efficiency and conservation, and transportation and infrastructure.

However, the spending cap on utility demand-side investment now allows customers to opt out of paying for programs that fail to pass the Ratepayer Impact Measure test. Utility filings show a drop in savings of 25-50% for electric programs and 75-80% for gas programs (Source: American Council for an Energy-Efficient Economy). The impact of these cuts is felt in Dubuque, with decreased funding for the Green Iowa AmeriCorps program. The decreased funding for rebates and other efficiency programs continues to be felt by our residents and businesses.

REQUESTED ACTION

- The City strongly advocates for implementation of the recommendations of the Iowa Energy Plan, specifically as they relate to energy efficiency and opportunities to support the development of renewable energy resources in the state. The City is represented in the Dubuque County Energy District and will work collaboratively with energy districts across the state to provide leadership and technical assistance to advance efficiency and renewable work.
- Successful energy efficiency incentive programs should be continued and increased, and Iowa should explore opportunities to remain competitive with other states in offering incentives for the installation and utilization of renewable and alternative energy. Specifically, the state should consider an energy policy that works with local governments and utilities to 1) provide energy efficiency assistance, especially to low-income families, 2) remove barriers to widespread decentralized renewable energy use, 3) stabilize renewable energy incentives, and 4) protect net metering and third-party power purchase agreements and support other opportunities to make renewable energy more cost-effective and accessible.
- The City recommends the State apply for and accept Department of Energy funding of home energy rebates to further incentivize electrification and energy efficiency in Iowa's housing stock, saving both money and energy for Iowans.

- The City supports removal of code language that prevents cities from adopting a stricter energy code and encourages the state to adopt the 2021 or newer IECC energy code as well as the International Green Construction Code (IGCC). In addition, the City supports adopting all building codes one year after issued by the ICC, which impacts water usage, EV charging infrastructure, HVAC, and other resources.
- The City supports state legislation to permit Property Assessed Clean Energy, or PACE, in Iowa. PACE financing offers an innovative way for property owners to pay for energy efficiency upgrades with strong ROIs that create jobs for Iowans. PACE programs can now be used in over 37 states and has provided millions of dollars to improve buildings according to the US Green Building Council. Long-term financing linked to properties incent investment in energy-efficiency and renewable energy projects with long-term ROIs and promote equitable sharing of costs and savings among current and future owners and tenants. In addition, the state should offer tax credits from building above the adopted energy code (such as PHIUS, DOE Net Zero, etc.) and offer tax credits for efficiency upgrades to low-income occupied homes and rental units.
- The City recognizes that buildings make up the majority of our resource usage and supports making all buildings be WaterSense-certified and proposes an energy-use disclosure at sale or lease of all structures.
- The City supports policies that incentivize electric vehicles (EVs) and allow for development of electric vehicle charging infrastructure. Additionally, the State needs to include Dubuque's highways (20 and 151) as qualified corridors for all funding sources.
- Iowa is one of the national leaders in renewable energy. While traditionally this has focused on wind energy, the solar industry has been growing. In 2022, clean energy jobs in Iowa increased 3.5%, and clean transportation is the state's fastest growing job sector. Iowa's renewable energy record is a selling point in business recruiting and the tax credit spurred a lot of investment in communities across the state. The state needs to reinstate the Iowa Solar Tax Credit and increase the allotment to \$10 million annually.

17. PUBLIC HEALTH

a. PUBLIC HEALTH FUNDING

IARPA and CARES money is one-time and specifically for COVID relief. Local public health agencies (LPHAs) need dedicated, reliable, and flexible funding to deliver on their CHNA/HIPs and address the knock-on "social morbidities" of COVID that will be seen for years if not generations to come.

For over 20 years, local public health agencies have been creating, refining, updating, and adding Public Health Emergency Preparedness Response Plans (PHEPRP.) Before and soon after the 9/11 attacks, local public health followed the national initiative of preparing for biological, chemical, radiological, weather, and other public health related disasters and emergencies. Simultaneously, we experienced more and more newly emerging infectious diseases, including HIV/AIDS, resistant TB, MRSA, West Nile, Ebola, Zika, cyclospora, E.Coli 0157:H7, SARS, MERS, H1N1 influenza, Toxic Shock Syndrome and COVID-19. These along with re-emerging outbreaks of diseases we thought we'd conquered such as mumps, measles and whooping cough continue to persist along with outbreaks from new sources or ways of spread from pathogens such as crypto sporidia, giardia, salmonella, shigella, and Hantavirus. Congress responded to most of these with limited term, disease specific and preparedness planning funding to states, who in turn funded local health departments and public health agencies through grant processes. As the outbreaks subsided, and healthcare learned to treat the infectious diseases the funding was reallocated to other priorities or cut entirely. This reactionary, short term public health funding does not create a system or public health agencies are ready to respond to epidemics and pandemics, climate and weather-related emergencies etc. in a timely and effective manner.

Public health requires ongoing funding, education, and resources to prepare for and respond to public health emergencies, including those that happen at the state, local, federal and world levels. Effective public health services depend on sustained and flexible funding that can be used to respond to community needs.

REQUESTED ACTION

Increase and protect core funding for vital public health agencies and programs and strengthen Iowa's and the nation's public health infrastructure. Create sustainable funding for public health emergency planning and response. Improve tools and technology to prevent, detect, respond and predict disease and injury.

b. BRAIN HEALTH

City of Dubuque Public Health and Safety officials and staff recognize the law enforcement issues serving individuals with brain and behavioral health issues.

REQUESTED ACTION

- Support integrated co-occurring policy and funding.
- Workforce development and recruitment.

c. CHILDREN'S BRAIN HEALTH PRIORITIES

Citizen input describing the experience of navigating the brain health resources for children in Iowa describes a system that is fraught with challenges. These challenges frequently preclude successful outcomes.

Children's brain health protocols need to be tailored and age appropriate and not modeled after adult systems. Barriers to care, lack of services, scarcity of providers, and lack of professional services in schools and day care all mitigate against good brain health solutions.

The Children's Behavioral Health Systems state board identified the following priorities:

- Ensure stable and adequate funding of the children's system.
- Continue service growth to all areas of the state including but not limited to core and core plus services.
- Address challenges impacting the behavioral health workforce, including implementing strategies to enhance the current behavioral health workforce.
- Implement universal behavioral health screenings with informed consent by children's parent or guardian.
- Continue to develop and implement statewide data collection pertaining to children with a serious emotional disturbance.
- Provide funding to eliminate the children's mental health waiver waitlist.
- Conduct statewide resource mapping for children's services.
- Explore and correct gaps in services.

REQUESTED ACTION

Support the policy makers priorities of the Children's Behavioral Health Systems state board.

d. COMMUNITY HEALTH CENTERS

Iowa's Community Health Centers (CHCs) have 52% of their patients covered by Medicaid, which is 16% of the state's total Medicaid population. As unique primary health care providers that conveniently offer medical, oral health and behavioral health services under one roof, CHCs frequently see patients who have scheduled appointments for more than one type of visit on the same day (for example, a patient will schedule a yearly medical exam and a dental cleaning on the same day). Unfortunately, current Iowa Medicaid reimbursement policy does not allow CHCs to be reimbursed for more than one visit if they occur on the same day.

PROTECTING ACCESS TO AFFORDABLE MEDICATIONS

The 340B Drug Pricing Program allows for patients of community health centers and other covered entities to receive access to affordable, often life-saving prescription drugs. Maintaining the integrity of the 340B Program is critical for ensuring our state, particularly those in rural areas, are able to have access to affordable medications. As one of the few programs that is proven to help Iowans access affordable prescription drugs, we need to safeguard the original intent of 340B.

EXPANDING ACCESS TO COMPREHENSIVE CARE

Allow a CHCs who currently have waiting lists for behavioral health and/or dental services. Investing in CHC infrastructure will expand access in Iowa, particularly in rural areas or where access to healthcare's particularly dire. These investments would support expansion of services and physical locations, improvements to technology, and allowing CHCs to remain viable employers and producers of economic activity in their communities. Investing in this model will reduce healthcare costs, keep patients from accessing more costly care such as emergency rooms and generate economic growth through expanded job opportunities, construction, etc.

SUPPORTING MATERNAL HEALTH

Access to quality care is vital both during pregnancy and beyond, providing a foundation for optimal health for years to come. In both rural and urban areas, babies are born in counties with limited or no access to maternity care. Additionally, healthcare costs related to pregnancy are often very expensive, creating another barrier to maternity care for many women.

e. RECRUIT & RETAIN A QUALIFIED HEALTHCARE WORKFORCE

One of the largest factors limiting a community health center's ability to provide patients quality care is recruiting and retaining quality providers.

REQUESTED ACTION

Support Iowa community health center's workforce to address shortages throughout the state, including investments in recruitment and retention strategies, training, and loan repayment with a focus on dentists, dental assistants, medical assistants, nurse, hygienists, and other support staff.

f. OPIOID EPIDEMIC

Opioid use and overdose deaths represent a public health crisis requiring innovating, evidence-based responses with community involvement. Opioid overdose mortality represents a major and preventable threat to public health. Deaths from unintentional drug poisoning have reached crisis levels in the United States and in Iowa. Last year in Dubuque, we had nine opioid-related overdose deaths, and three have occurred already this year. Other communities in Iowa are also experiencing the devastating effects of illicit opioids.

A growing body of evidence and experience supports innovating community-level approaches to preventing opioid overdose deaths in the broader context of efforts to reduce the risk of overdose through primary prevention of opioid misuse. Numerous pilot programs and evaluations have demonstrated the feasibility and viability of providing opioid education to the community, to health care providers, including Nalaxone administration, use, and education on the opioid Prescription Monitoring Program, and harm reduction strategies.

The Dubuque community has been monitoring the increasing opioid crisis and we are very concerned about the growing impact on our community. A local, community-based opioid response team has assembled and is meeting regularly. To date, they have educated 566 community and health professionals, along with 187 law enforcement personnel, on Nalaxone administration and promoted community-based organizations to educate the community on the opioid misuse problem. Much of the task force work has become a model for the state and country.

REQUESTED ACTION

- Establish drug specialty courts in statute for each judicial district, funded with standing appropriations to the Judicial Branch and Department of Corrections.
- Maintain coverage for vulnerable populations and ensure immediate health benefit coverage to Medicaid and insurance-eligible offenders when released from incarceration, including coverage of naltrexone prescriptions for addicted offenders.

- Explore and pilot the use of research-based harm-reduction strategies such as needle exchange programs while providing education to law enforcement, the community, and healthcare providers.
- Peer to Peer support. Recognize and support the importance of informal, peer supports such as narcotics anonymous, I Hate Heroine, CRUSH etc. This includes expanding education, increasing inclusivity and financial supports needed to expand reach and efforts.

g. NOTICE OF VIOLATION

Currently, a notice of code violation must be sent via certified mail to a property owner if the City performs the required mitigation of the problem and assesses the cost to the property owner. We suggest that a notice be sent via regular mail to the property owner. Oftentimes, it is difficult for people to collect or pickup certified mail, particularly if they are not home at time of delivery. Certified also adds a significant cost (\$2.87) to the mailing of each notice.

REQUESTED ACTION

Change Iowa Code Section 364.12 (h) to allow mailing via regular mail.

h. CHILDHOOD LEAD POISONING

Childhood lead poisoning is endemic to Iowa. Of Iowa children born in 2016, 90% were tested at least once before the age of six years, and 5.8% of these children were above the blood lead level of concern established by CDC. 5% of children tested in Dubuque County were above the CDC level of concern. Because of decreased federal funding for lead poisoning prevention, Iowa has fewer funds to pass on to communities for local lead poisoning prevention public health efforts. Because of limited local public health capacity, we rely on the Iowa HHS to provide guidance for medical case management of lead poisoned children, data collection and database maintenance and analysis, along with educational resources and guidance.

REQUESTED ACTION

Appropriate adequate funds to allow the Iowa Department of Health and Human Services (HHS) to continue its crucial role as a technical advisor and data manager to local childhood lead poisoning prevention programs (CLPPP) and increase funding levels for local CLPPP programs.

i. HEALTHY LOCAL FOODS

A decade ago, the Legislature charged the Leopold Center for Sustainable Agriculture with preparing a local food and farm plan containing policy and funding recommendations for supporting and expanding local food systems and for assessing and overcoming obstacles necessary to increase locally grown food production. The Healthy Local Foods principle of Dubuque's sustainability model aims to provide benefits of wholesome food from local producers, distributors, farms, gardens, and hunters to all. The City and its partners engaged in the Healthy Local Foods initiative have participated in the forming of the Local Food & Farm Plan. In order for local institutions and consumers to increase their purchase and consumption of local foods, barriers must be overcome that enable more produce and meat to be produced, processed, and sold locally. Various studies have shown the value of a strong local food system as an economic development tool.

REQUESTED ACTION

- Support and help facilitate food donation and food rescue programs.
- Promote and facilitate grocery store investment in food deserts.
- Facilitate and fund Farm to School and Farm to Institution health food initiatives.
- Incentivize regenerative soil management practices for agriculture, school and community gardens to protect Iowa's major industry and environmentally sensitive areas.

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Updated Equity and Human Rights Commission Ordinance
SUMMARY:	City Manager recommending adoption of an amended Equity and Human Rights ordinance. ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 8 Equity And Human Rights, Chapter 2 Equity And Human Rights Commission
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo
	3. Ordinance

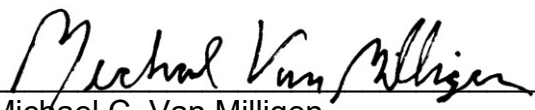
TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Updated Equity and Human Rights Commission Ordinance
DATE: November 14, 2024

Chief of Equity and Human Rights Gisella Aitken-Shadle is recommending adoption of an amended Equity and Human Rights ordinance.

On November 12, 2024, the Commission of Equity and Human Rights unanimously voted to present an updated version of the Equity and Human Rights Ordinances to City Council for their approval.

In months prior to this meeting, the Commission had met and worked together with the support of City Attorney Crenna Brumwell to move this matter forward and have an updated ordinance that reflects and supports the work that this commission is tasked with.

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
Gisella Aitken-Shadle, Chief of Equity and Human Rights

TO: Michael Van Milligen, City Manager
FROM: Dr. Gisella M. Aitken-Shadle, Chief of Equity and Human Rights
SUBJECT: Updated Equity and Human Rights Commission Ordinance
DATE: November 14, 2024

INTRODUCTION

The purpose of this memo is to present the recommendations made on behalf of the Equity and Human Rights Commission to update the Equity and Human Rights Ordinances.

BACKGROUND

On November 12, 2024 the Commission of Equity and Human Rights unanimously voted to present an updated version of the Equity and Human Rights Ordinances to City Council for their approval.

In months prior to this meeting, the Commission had met and worked together with the support of City Attorney, Crenna Brumwell to move this matter forward and have an updated ordinance that reflects and supports the work that this commission is tasked with.

DISCUSSION

The purpose section of this ordinance was updated to more accurately the role and duties of the commissioners along with the following sections:

Section 8-2-2: The purpose

Section 8-2-3: Internal organization and rules

Section 8-2-9: Officers; organization

Section 8-2-10: Meetings

Section 8-2-13: Powers, Duties and Responsibilities

Section 8-2-15: Confidentiality of complaints and investigatory materials

Section 8-2-16: Subpoenas

BUDGET IMPACT

There is no impact on the budget.

REQUESTED ACTION

I respectfully recommend the City Council approve the recommendations of the Equity and Human Rights Commission to update the ordinance.

Attachment

EHRC Ordinance attached

ORDINANCE NO. _____ - 24

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 8 EQUITY AND HUMAN RIGHTS, CHAPTER 2 EQUITY AND HUMAN RIGHTS COMMISSION

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

Section 1. Title 8, Chapter 2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

. . . .

8-2-2: PURPOSE:

The purpose of the commission is to establish a human rights commission in conformance with the Iowa Civil Rights Act, to declare the public policy of nondiscrimination in the city; to provide for educational programs to prevent and eliminate discrimination in the city; and to cooperate with the Iowa Civil Rights Commission in the fulfillment of contractual obligations and the enforcement process.

8-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. The Commission has adopted Administrative Rules which shall govern the work of the body and the enforcement process.

. . . .

8-2-9: OFFICERS; ORGANIZATION:

A. Chair and Vice Chair. The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year.

B. Vacancies in Chair and Vice Chair. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term.

C. Secretary. A city staff member shall serve as secretary.

8-2-10: MEETINGS:

A. Regular Meetings: The commission will be scheduled to meet monthly and must meet at least once per quarter.

B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

3. Remote attendance is allowed; arrangements should be made with city staff in advance of the meeting.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution.

....

8-2-13: POWERS, DUTIES, AND RESPONSIBILITIES:

The commission serves in an advisory capacity to the City Council and has the following powers, duties, and responsibilities:

A. To study the existence, character, causes, and extent of inequity and discrimination in public accommodations, credit transactions, employment, apprenticeship programs, on the job training programs, vocational schools, other educational institutions, and housing in the city and to attempt the elimination of such inequity and discrimination through education, conciliation, and recommended changes to policy and practice.

B. To form subcommittees to address specifically identified goals or needs in the community related to the elimination of inequity and discrimination.

C. To attend events and training opportunities both within the community and beyond.

D. To actively promote human rights to various groups in the community including governmental bodies, clubs, schools, and media.

E. To assist the City Manager, upon request, in the recruitment and selection of staff.

F. To work with the staff appointed by the City Manager to:

1. Review and provide feedback to city staff on the annual report prepared for transmission to the Mayor and City Council describing the work performed by the staff and the commission;

2. Discuss, develop, and submit budget requests in furtherance of the objectives and goals of the Commission and Department;

3. Review at the regular meetings intake and complaint data.

4. As needed, prepare for public hearings by attending training on the procedures outlined in the Administrative Rules for conducting a hearing.

G. To make recommendations to the City Council concerning advancing equity, promoting inclusion, and addressing discrimination in order to improve quality of life, livability and equity for all residents, including the adjustment or adoption of regulations consistent with and necessary for the civil rights enforcement provisions of this Title.

H. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, in the planning and conducting of programs designed to advance equity or eliminate discrimination or cultural and intergroup tensions.

I. To receive, administer, dispense, and account for any restricted funds that may be donated to the commission and any grants that may be awarded the commission for furthering the purposes of this title. No disbursements will be made of any restricted funds without authority from the City Council.

J. On occasion, and pursuant to this Title, the adopted Administrative Rules, the City contract with the Iowa Civil Rights Commission, and the Iowa Code, hold hearings upon a complaint made against a covered person or entity alleging a violation of the protections afforded by this Title for which conciliation efforts have failed to resolve the complaint.

....

8-2-15: CONFIDENTIALITY OF COMPLAINTS AND INVESTIGATORY MATERIALS:

No member of the commission will disclose the filing of a charge, the information gathered during the investigation, or the endeavors to eliminate such discriminatory or unfair practice by conference, conciliation, or persuasion unless such disclosure is made in

connection with the conduct of such investigation or after the commission has held a public hearing upon a complaint filed in connection with such charge. This section does not prevent any complainant, witness, or other person from publicizing the filing of a charge or complaint or the matter therein complained of.

8-2-16: SUBPOENAS:

The staff assigned to the commission may issue subpoenas and order discovery in aid of investigations under this title pursuant to the Administrative Rules. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this ____ day of _____, 2024.

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

EFFECT OF AMENDMENT

....

8-2-2: PURPOSE:

The purpose of the commission is to establish a human rights commission in conformance with the Iowa Civil Rights Act, to declare the public policy of nondiscrimination in the cityhold hearings, compel the production of evidence, and determine the merits of complaints alleging unfair or discriminatory practices in housing, employment, education, credit, or places of public accommodation; to investigate and study the existence, character, causes, and extent of inequity and discrimination and to attempt to eliminate inequity and discrimination by educating the public and promoting equity and human rights in the community; and to take action in the community to promote equitable and inclusive behavior and to eliminate discrimination and advance equity based on age, race, creed, color, sex, national origin, religion, ancestry, disability, marital status, familial status, sexual orientation, or gender identity; to provide for educational programs to prevent and eliminate discrimination in the city; and to cooperate with the Iowa Civil Rights Commission in the fulfillment of contractual obligations and the enforcement process.

8-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. The Commission has adopted Administrative Rules which shall govern the work of the body and the enforcement process.

....

8-2-9: OFFICERS; ORGANIZATION:

A. Chair and Vice Chair. The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. ~~The chairperson must appoint a secretary, who need not be a member of the commission.~~

B. Vacancies in Chair and Vice Chair. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term.

C. Secretary. A city staff member shall serve as secretary.

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B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more ~~consecutive~~ meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

3. Remote attendance is allowed; arrangements should be made with city staff in advance of the meeting.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

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....

8-2-13: POWERS, DUTIES, AND RESPONSIBILITIES:

The commission serves in an advisory capacity to the City Council and has the following powers, duties, and responsibilities:

A. To ~~investigate and~~ study the existence, character, causes, and extent of inequity and discrimination in public accommodations, credit transactions, employment, apprenticeship programs, on the job training programs, vocational schools, other educational institutions, and housing in the city and to attempt the elimination of such inequity and discrimination through education, conciliation, and recommended changes to policy and practice.

~~B. To hold hearings upon any complaint made against a person, an employer, an employment agency, a labor organization, or the employees or members thereof, to subpoena witnesses and compel their attendance at such hearings, to administer oaths and take the testimony of any person under oath and to compel such person, employer, employment agency, labor organization, or employees or members thereof, to produce~~

~~for examination any books and papers relating to any matter involved in such complaint. The commission will issue subpoenas for witnesses in the same manner and for the same purpose on behalf of the respondent upon the respondent's request. Such hearings may be held by the commission, by any commissioner, or by any hearing examiner appointed by the commission. If a witness either fails or refuses to obey a subpoena issued by the commission, the commission may petition the district court having jurisdiction for issuance of a subpoena and the court must, in a proper case, issue the subpoena. Refusal to obey such subpoena is subject to punishment for contempt.~~

~~C. To develop recommendations for actions to strengthen policies, practices, services and programs that will, in the judgment of the commission, promote equitable and inclusive behavior that tends to eliminate inequity and discrimination.~~

~~B.D. To form subcommittees to address specifically identified goals or needs in the community related to the elimination of inequity and discrimination.~~

~~C. To attend events and training opportunities both within the community and beyond.~~

~~D. To actively promote human rights to various groups in the community including governmental bodies, clubs, schools, and media.~~

~~E. To assist the City Manager, upon request, in the recruitment and selection of staff.~~

~~F. To work with the staff appointed by the City Manager to:~~

~~5. Review and provide feedback to city staff on the annual report prepared for and transmission to the Mayor and City Council from time to time, but not less often than once each year, reports describing its proceedings, hearings conducted, and the outcome thereof, decisions rendered, and the other work performed by the staff and the commission;~~

~~6. Discuss, develop, and submit budget requests in furtherance of the objectives and goals of the Commission and Department;~~

~~7. Review at the regular meetings intake and complaint data.~~

~~8. As needed, prepare for public hearings by attending training on the procedures outlined in the Administrative Rules for conducting a hearing.~~

~~E.G. To make recommendations to the City Council concerning advancing equity, promoting inclusion, and addressing discrimination in order to improve quality of life, livability and equity for all residents, including the adjustment or adoption of regulations consistent with and necessary for the civil rights enforcement provisions of this Title.~~

~~F.H. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent~~

with those of this chapter, in the planning and conducting of programs designed to advance equity or eliminate discrimination or cultural and intergroup tensions.

~~I.G. To adopt, publish, amend, and rescind regulations consistent with and necessary for the civil rights enforcement provisions of this chapter.~~H. To receive, administer, dispense, and account for any restricted funds that may be donated~~voluntarily contributed~~ to the commission and any grants that may be awarded the commission for furthering the purposes of this title. No disbursements will be made of any restricted funds without authority from the City Council.

~~JB. On occasion, and pursuant to this Title, the adopted Administrative Rules, the City contract with the Iowa Civil Rights Commission, and the Iowa Code, To hold hearings upon any complaint made against a covered person or entity alleging a violation of the protections afforded by this Title for which conciliation efforts have failed to resolve the complaint, an employer, an employment agency, a labor organization, or the employees or members thereof, to subpoena witnesses and compel their attendance at such hearings, to administer oaths and take the testimony of any person under oath and to compel such person, employer, employment agency, labor organization, or employees or members thereof, to produce for examination any books and papers relating to any matter involved in such complaint. The commission will issue subpoenas for witnesses in the same manner and for the same purpose on behalf of the respondent upon the respondent's request. Such hearings may be held by the commission, by any commissioner, or by any hearing examiner appointed by the commission. If a witness either fails or refuses to obey a subpoena issued by the commission, the commission may petition the district court having jurisdiction for issuance of a subpoena and the court must, in a proper case, issue the subpoena. Refusal to obey such subpoena is subject to punishment for contempt.~~

....

8-2-15: CONFIDENTIALITY OF COMPLAINTS AND INVESTIGATORY MATERIALS:

No member of the commission ~~or its staff~~ will disclose the filing of a charge, the information gathered during the investigation, or the endeavors to eliminate such discriminatory or unfair practice by conference, conciliation, or persuasion unless such disclosure is made in connection with the conduct of such investigation or after the commission has held a public hearing upon a complaint filed in connection with such charge. This section does not prevent any complainant, witness, or other person from publicizing the filing of a charge or complaint or the matter therein complained of.

8-2-16: SUBPOENAS:

The staff assigned to the commission may issue subpoenas and order discovery in aid of investigations under this title pursuant to the Administrative Rules. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas.

**City of Dubuque
City Council**

ACTION ITEMS # 6.

ITEM TITLE: Award 2024 SRF Green Alley Project

SUMMARY: City Manager recommending awarding the public improvement construction contract for the 2024 SRF Green Alley Project to McDermott Excavating Inc. in the amount of \$1,202,512.00, which is 10.4% below the engineer's estimate of probable cost, through the adoption of the enclosed resolution.

RESOLUTION Awarding Public Improvement Construction Contract For The 2024 SRF Green Alley Project

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 2024 SRF Green Alley - Staff Award MEMO
3. 2024 SRF Green Alley - Council Award RESOLUTION
4. 2024 SRF Green Alley - Bid Result Tabulation

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 SRF Green Alley Project
Award Public Improvement Construction Contract
Project No: 5581500018, 4281000045, 5581500020

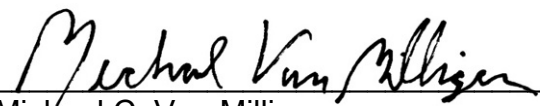
DATE: November 14, 2024

Assistant City Engineer Robert Schiesl is recommending City Council award the public improvement construction contract for the 2024 SRF Green Alley Project to McDermott Excavating Inc. in the amount of \$1,202,512.00, which is 10.4% below the engineer's estimate of probable cost, through the adoption of the enclosed resolution.

To date the city has reconstructed 81 alleys using interlocking concrete pavers to create "Green Alleys". Green alleys help allow for water infiltration thus reducing runoff from rain events. The alleys also help with reducing total suspended solids, nitrogen and phosphorous from enter the storm sewer system in Dubuque.

The 2024 Green Alley Project will include the reconstruction of three alleys in the downtown area. These alleys include the reconstruction of the alleys (2) between Iowa Street and Central Avenue from 15th to 17th streets. The third alley will be reconstructed between Central Avenue and White Street from 17th to 18th streets.

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
Robert Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer
Nate Kelleher, Budget/Financial Analyst
Max O'Brien, Civil Engineer

TO: Michael C. Van Milligen, City Manager
FROM: Robert Schiesl, Assistant City Engineer
DATE: November 13, 2024
SUBJECT: 2024 SRF Green Alley Project
Award Public Improvement Construction Contract
Project No: 5581500018, 4281000045, 5581500020

INTRODUCTION

The attached resolution authorizes the award of the public improvement construction contract for the 2024 SRF Green Alley Project.

BACKGROUND

To date the city has reconstructed 81 alleys using interlocking concrete pavers to create "Green Alleys". Green alleys help allow for water infiltration thus reducing runoff from rain events. The alleys also help with reducing total suspended solids, nitrogen and phosphorous from enter the storm sewer system in Dubuque.

The previously completed green alley projects have historically been funded with clean water state revolving funds (SRF). The prior \$9.4 million in SRF funds that were utilized was leveraged from sanitary sewer projects the city completed and the reconstruction of the Water Resource Recovery Center.

The 2024 SRF Green Alley Project will use SRF funds that are leveraged from the recently completed Bee Branch RR Culvert Project. The SRF funding for this project will assist in covering the cost for the permeable brick pavement portion of the work. American Rescue Plan (ARPA) funds will be used for the associated underground utility work planned.

DISCUSSION

The 2024 Green Alley Project will include the reconstruction of three alleys in the downtown area. These alleys include the reconstruction of the alleys (2) between Iowa Street and Central Avenue from 15th to 17th streets. The third alley will be reconstructed between Central Avenue and White Street from 17th to 18th streets. The project will include replacement of water and sewer utilities in the corridor, including replacing private services for water and sewer. The private water services that are lead will be replaced from the main to the buildings.

Exhibit 1 below shows the locations of the three 2024 Green Alley Projects.

A summary of the bid proposals received is as follows:

Contractor Name	Bid Amount
McDermott Excavating, Inc.	\$ 1,202,512.00
Portzen Construction, Inc.	\$ 1,229,685.50
Tschiggfrie Excavating Company	\$ 1,359,965.00
Eastern Iowa Excavating and Concrete	\$ 2,367,063.40

RECOMMENDATION

I recommend awarding the public improvement construction contract for the 2024 SRF Green Alley Project to McDermott Excavating, Inc. in the amount of \$1,202,512.00.

BUDGET IMPACT

The estimate of cost for 2024 SRF Green Alley Project is as follows:

Description	Estimate	Award
Construction Contract	\$ 1,342,614.00	\$ 1,202,512.00
Contingency	134,261.40	120,251.20
Construction Engineering & Inspection	221,531.31	198,414.48
Total Project Cost	\$ 1,698,406.71	\$ 1,521,177.68

The project funding summary is as follows:

Project Code	Fund Description	Fund Amount
5586500018	Perv Pave BB RR Sponsor - SRF Funds	\$ 720,226.69
5586500018	Perv Pave BB RR Sponsor - ARPA Funds	312,385.00
5581500038	ARPA Funds	348,000.00
	Special Assessment - Alley Improvement, Residential	49,156.16
	Special Assessment - Alley Improvement, Commercial	66,394.45
	Special Assessment - Private Water Services	25,015.38
Total Project Funding		\$ 1,521,177.68

PROPERTY ASSESSMENTS

Low- to moderate-income property owners subject to alley assessment will be eligible for financial assistance of the alley assessment for the owner-occupied resident property depending on family size and income level.

According to State Code Section 384.62, the assessment shall not exceed twenty-five percent of the value of the lot as shown by the plat and schedule approved by the council. There is no assessment for this project that meets these criteria.

Abutting properties can pay assessment balances in excess over \$500 over a 15-year period with 3% interest. Abutting property owners can pay their assessment balance to the City Engineer within the first 30 days after receiving the final notice of special assessment to avoid interest charges.

ACTION TO BE TAKEN

The City Council is requested to award the public improvement construction contract for the 2024 SRF Green Alley Project to McDermott Excavating Inc. in the amount of \$1,202,512.00, through the adoption of the enclosed resolution.

cc: Crenna Brumwell, City Attorney
Jenny Larson, Finance and Budget Director
Nate Kelleher, Finance
Max O'Brien, Civil Engineer

RESOLUTION NO. -24

**AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR
THE 2024 SRF GREEN ALLEY 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 2024 SRF Green Alley Project, (the Project) pursuant to Resolution No. 351-24 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 11th day of October 2024.

WHEREAS, said sealed bid proposals were opened and read on the 7th day of November 2024, and it has been determined that McDermott Excavating, Inc. of Dubuque, Iowa, submitted low bid in the amount of \$1,202,512.00, and is the lowest responsive, responsible bidder for the Project.

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

SECTION 1. That a Public Improvement Construction Contract for the Project is hereby approved and awarded to McDermott Excavating, Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, adopted and approved this 18th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

City of Dubuque, Iowa

Bid Tabulation

Project Title: 2024 SRF Green Alley Project

Bid Date
7-Nov-24

Engineer's Estimate

McDermott Excavating

Portzen Construction

Eastern Iowa Excavating

Tschiggfrie Excavating

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE
Division 2010 - Earthwork, Subgrade, and Subbase														
1	2010-108-C-0	Clearing and Grubbing C	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,200.00	\$ 4,200.00	\$ 3,500.00	\$ 3,500.00
2	2010-108-D-3	Topsoil, Off-site	10	CY	\$ 65.00	\$ 650.00	\$ 100.00	\$ 1,000.00	\$ 95.00	\$ 950.00	\$ 80.15	\$ 801.50	\$ 46.00	\$ 460.00
3	2010-108-E-0	Excavation, Class 13	2780	CY	\$ 20.00	\$ 55,600.00	\$ 15.00	\$ 41,700.00	\$ 17.00	\$ 47,260.00	\$ 48.75	\$ 135,525.00	\$ 21.00	\$ 58,380.00
4	2010-108-J-0	Subbase, Granular Subbase - Gr 12a (Granular Subbase Pile)	350	TON	\$ 22.00	\$ 7,700.00	\$ 25.00	\$ 8,750.00	\$ 26.00	\$ 9,100.00	\$ 34.00	\$ 11,900.00	\$ 34.00	\$ 11,900.00
5	2010-108-J-0	Subbase, 3" Breaker Run, (Modified Macadam Pile)	100	TON	\$ 30.00	\$ 3,000.00	\$ 20.00	\$ 2,000.00	\$ 25.00	\$ 2,500.00	\$ 34.00	\$ 3,400.00	\$ 34.00	\$ 3,400.00
					Sub Total	\$ 69,950.00	Sub Total	\$ 54,450.00	Sub Total	\$ 63,310.00	Sub Total	\$ 155,826.50	Sub Total	\$ 77,640.00
Division 3010 - Trench Excavation and Backfill														
6	3010-108-C-0	Trench Foundation - 3" Breaker Run, (Modified Macadam Pile)	70	TON	\$ 30.00	\$ 2,100.00	\$ 25.00	\$ 1,750.00	\$ 25.00	\$ 1,750.00	\$ 50.75	\$ 3,552.50	\$ 26.00	\$ 1,820.00
7	3010-108-G-0	Class I, Bedding Material, Gradation 3 (ASTM 57)	670	TON	\$ 25.00	\$ 16,750.00	\$ 25.00	\$ 16,750.00	\$ 27.00	\$ 18,090.00	\$ 28.00	\$ 18,760.00	\$ 26.00	\$ 17,420.00
8	3010-108-G-0	Class II, Bedding Material Gradation 30 (Granular Base Pile)	972	TON	\$ 22.00	\$ 21,384.00	\$ 22.00	\$ 21,384.00	\$ 19.00	\$ 18,468.00	\$ 28.00	\$ 27,216.00	\$ 24.00	\$ 23,328.00
9	3010-108-G-0	Class II, Bedding Material Gradation 32 (Granular Subbase Pile)	4665	TON	\$ 22.00	\$ 102,630.00	\$ 22.00	\$ 102,630.00	\$ 19.00	\$ 88,635.00	\$ 34.00	\$ 158,610.00	\$ 24.00	\$ 111,960.00
					Sub Total	\$ 142,864.00	Sub Total	\$ 142,514.00	Sub Total	\$ 126,943.00	Sub Total	\$ 208,138.50	Sub Total	\$ 154,528.00
Division 4010 - Sanitary Sewers														
10	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 8" PVC C900	805	LF	\$ 145.00	\$ 116,725.00	\$ 85.00	\$ 68,425.00	\$ 70.25	\$ 56,551.25	\$ 327.50	\$ 263,637.50	\$ 90.00	\$ 72,450.00
11	4010-108-E-1	Sanitary Sewer Service Stub, Trenched, 4" PVC SDR26	595	LF	\$ 75.00	\$ 44,625.00	\$ 40.00	\$ 23,800.00	\$ 60.25	\$ 35,848.75	\$ 200.00	\$ 119,000.00	\$ 65.00	\$ 38,675.00
12	4010-108-M-1	Sanitary Sewer Lateral Wye Connection, PVC Wye, 8x4	38	EA	\$ 350.00	\$ 13,300.00	\$ 950.00	\$ 36,100.00	\$ 965.00	\$ 36,670.00	\$ 1,050.00	\$ 39,900.00	\$ 850.00	\$ 32,300.00
					Sub Total	\$ 174,650.00	Sub Total	\$ 128,325.00	Sub Total	\$ 129,070.00	Sub Total	\$ 422,537.50	Sub Total	\$ 143,425.00
Division 4040 - Subdrains and Footing Drain Collectors														
13	4040-108-A-0	Subdrain, 6" Perforated	800	LF	\$ 25.00	\$ 20,000.00	\$ 8.25	\$ 6,600.00	\$ 19.00	\$ 15,200.00	\$ 25.50	\$ 20,400.00	\$ 27.00	\$ 21,600.00
14	4040-108-B-0	Footing Drain Collector, 6" Non-Perforated	300	LF	\$ 35.00	\$ 10,500.00	\$ 12.00	\$ 3,600.00	\$ 24.00	\$ 7,200.00	\$ 22.50	\$ 6,750.00	\$ 42.00	\$ 12,600.00
15	4040-108-D-1	Subdrain Drain Outlets and Connections, Core Drill, 6"	4	EA	\$ 850.00	\$ 3,400.00	\$ 400.00	\$ 1,600.00	\$ 365.00	\$ 1,460.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00
16	4040-108-G-0	Groundwater Sampling Port	3	EA	\$ 850.00	\$ 2,550.00	\$ 500.00	\$ 1,500.00	\$ 750.00	\$ 2,250.00	\$ 1,450.00	\$ 4,350.00	\$ 1,000.00	\$ 3,000.00
					Sub Total	\$ 36,450.00	Sub Total	\$ 13,300.00	Sub Total	\$ 26,110.00	Sub Total	\$ 33,500.00	Sub Total	\$ 41,200.00
Division 5010 - Pipe and Fittings														
17	5010-108-A-1	Water Main, Trenched, DIP, 4"	25	LF	\$ 75.00	\$ 1,875.00	\$ 250.00	\$ 6,250.00	\$ 115.00	\$ 2,875.00	\$ 1,100.00	\$ 27,500.00	\$ 110.00	\$ 2,750.00
18	5010-108-A-1	Water Main, Trenched, DIP, 6"	610	LF	\$ 95.00	\$ 57,950.00	\$ 75.00	\$ 45,750.00	\$ 58.50	\$ 35,685.00	\$ 265.00	\$ 161,650.00	\$ 120.00	\$ 73,200.00
19	5010-108-A-1	Water Main, Trenched, DIP, 12"	260	LF	\$ 150.00	\$ 39,000.00	\$ 125.00	\$ 32,500.00	\$ 122.65	\$ 31,889.00	\$ 365.00	\$ 94,900.00	\$ 150.00	\$ 39,000.00
20	5010-108-C-1	Fittings, DI Tee, 6x6	3	EA	\$ 750.00	\$ 2,250.00	\$ 375.00	\$ 1,125.00	\$ 965.00	\$ 2,895.00	\$ 805.00	\$ 2,415.00	\$ 1,000.00	\$ 3,000.00
21	5010-108-C-1	Fittings, DI Sleeve, 6"	4	EA	\$ 900.00	\$ 3,600.00	\$ 625.00	\$ 2,500.00	\$ 750.00	\$ 3,000.00	\$ 955.00	\$ 3,820.00	\$ 850.00	\$ 3,400.00
22	5010-108-C-1	Fittings, DI Sleeve, 12"	1	EA	\$ 2,300.00	\$ 2,300.00	\$ 1,150.00	\$ 1,150.00	\$ 1,300.00	\$ 1,300.00	\$ 1,825.00	\$ 1,825.00	\$ 1,500.00	\$ 1,500.00
23	5010-108-C-3	Joint Restraint, Mega lug, 4"	1	EA	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 65.00	\$ 65.00	\$ 335.00	\$ 335.00	\$ 110.00	\$ 110.00
24	5010-108-C-3	Joint Restraint, Mega lug, 6"	15	EA	\$ 250.00	\$ 3,750.00	\$ 200.00	\$ 3,000.00	\$ 85.00	\$ 1,275.00	\$ 370.00	\$ 5,550.00	\$ 120.00	\$ 1,800.00
25	5010-108-C-3	Joint Restraint, Mega lug, 12"	3	EA	\$ 500.00	\$ 1,500.00	\$ 425.00	\$ 1,275.00	\$ 150.00	\$ 450.00	\$ 1,000.00	\$ 3,000.00	\$ 230.00	\$ 690.00
26	5010-108-E-1	Water Service Stubs, Pipe, Copper, 3/4"	408	LF	\$ 100.00	\$ 40,800.00	\$ 74.00	\$ 30,192.00	\$ 52.00	\$ 21,216.00	\$ 400.00	\$ 163,200.00	\$ 76.00	\$ 31,008.00
27	5010-108-J-0	Water Service Curb Stop Box and Riser Replacement, 3/4"	37	EA	\$ 600.00	\$ 22,200.00	\$ 1,100.00	\$ 40,700.00	\$ 1,600.00	\$ 59,200.00	\$ 475.00	\$ 17,575.00	\$ 1,200.00	\$ 44,400.00
28	5010-108-L-0	Removal and Salvage - Water Main Fittings and Appurtenances	4	LS	\$ 150.00	\$ 600.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00
					Sub Total	\$ 176,025.00	Sub Total	\$ 166,592.00	Sub Total	\$ 163,850.00	Sub Total	\$ 483,770.00	Sub Total	\$ 202,858.00
Division 5020 - Valves, Fire Hydrants, and Appurtenances														
29	5020-108-A-0	Valve, Gate, 4"	1	EA	\$ 1,600.00	\$ 1,600.00	\$ 1,450.00	\$ 1,450.00	\$ 2,100.00	\$ 2,100.00	\$ 2,450.00	\$ 2,450.00	\$ 2,200.00	\$ 2,200.00
30	5020-108-A-0	Valve, Gate, 6"	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 1,800.00	\$ 9,000.00	\$ 2,350.00	\$ 11,750.00	\$ 2,650.00	\$ 13,250.00	\$ 2,400.00	\$ 12,000.00
					Sub Total	\$ 11,600.00	Sub Total	\$ 10,450.00	Sub Total	\$ 13,850.00	Sub Total	\$ 15,700.00	Sub Total	\$ 14,200.00
Division 6010 - Structures for Sanitary and Storm Sewers														
31	6010-108-E-1	Manhole Adjustment, Minor	1	EA	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,685.00	\$ 2,685.00	\$ 2,100.00	\$ 2,100.00
32	6010-108-H-1	Remove Manhole	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	\$ 2,000.00	\$ 700.00	\$ 1,400.00	\$ 4,500.00	\$ 9,000.00	\$ 900.00	\$ 1,800.00
33	6010-108-I-1	Manhole, Remove and Replace, Install Type, 48" SW-301	36	VF	\$ 850.00	\$ 30,600.00	\$ 650.00	\$ 23,400.00	\$ 535.00	\$ 19,260.00	\$ 755.00	\$ 27,180.00	\$ 780.00	\$ 28,080.00
					Sub Total	\$ 36,100.00	Sub Total	\$ 26,900.00	Sub Total	\$ 21,860.00	Sub Total	\$ 38,865.00	Sub Total	\$ 31,980.00
Division 7010 - Portland Cement Concrete Pavement														
34	7010-108-A-0	Pavement, PCC, 7" (Thickness)	450	SY	\$ 65.00	\$ 29,250.00	\$ 89.00	\$ 40,050.00	\$ 82.00	\$ 36,900.00	\$ 94.50	\$ 42,525.00	\$ 68.00	\$ 30,600.00
					Sub Total	\$ 29,250.00	Sub Total	\$ 40,050.00	Sub Total	\$ 36,900.00	Sub Total	\$ 42,525.00	Sub Total	\$ 30,600.00
Division 7030 - Sidewalks, Shared Use Paths, and Driveways														
35	7030-108-A-1	Removal of Sidewalk	100	SY	\$ 18.00	\$ 1,800.00	\$ 20.00	\$ 2,000.00	\$ 18.00	\$ 1,800.00	\$ 62.00	\$ 6,200.00	\$ 7.20	\$ 720.00
36	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	70	SY	\$ 60.00	\$ 4,200.00	\$ 72.00	\$ 5,040.00	\$ 95.00	\$ 6,650.00	\$ 84.25	\$ 5,897.50	\$ 58.00	\$ 4,060.00
37	7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	30	SY	\$ 85.00	\$ 2,550.00	\$ 84.00	\$ 2,520.00	\$ 110.00	\$ 3,300.00	\$ 153.00	\$ 4,590.00	\$ 73.00	\$ 2,190.00
38	7030-108-G-0	Detectable Warning	120	SF	\$ 60.00	\$ 7,200.00	\$ 50.00	\$ 6,000.00	\$ 65.00	\$ 7,800.00	\$ 55.00	\$ 6,600.00	\$ 61.00	\$ 7,320.00
39	7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	282	SY	\$ 100.00	\$ 28,200.00	\$ 78.00	\$ 21,996.00	\$ 60.00	\$ 16,920.00	\$ 74.25	\$ 20,938.50	\$ 73.00	\$ 20,586.00
40	7030-108-H-1	Driveway, Paved, HMA, 4" (Thickness)	270	SY	\$ 60.00	\$ 16,200.00	\$ 40.00	\$ 10,800.00	\$ 38.00	\$ 10,260.00	\$ 120.00	\$ 32,400.00	\$ 38.00	\$ 10,260.00
					Sub Total	\$ 60,150.00	Sub Total	\$ 48,356.00	Sub Total	\$ 46,730.00	Sub Total	\$ 76,626.00	Sub Total	\$ 45,136.00
Division 7040 - Pavement Rehabilitation														
41	7040-108-A-0	Full Depth Patches HMA, 7" (Thickness)	218	SY	\$ 150.00	\$ 32,700.00	\$ 66.50	\$ 14,497.00	\$ 65.00	\$ 14,170.00	\$ 58.00	\$ 12,644.00	\$ 65.00	\$ 14,170.00
42	7040-108-H-0	Pavement - Removal	2251	SY	\$ 16.00	\$ 36,016.00	\$ 7.00	\$ 15,757.00	\$ 11.00	\$ 24,761.00	\$ 25.00	\$ 56,275.00	\$ 8.00	\$ 18,008.00
43	7040-108-M-0	Removal and Salvage - Historic Brick Paver	1530	SY	\$ 6.75	\$ 10,327.50	\$ 32.00	\$ 48,960.00	\$ 16.00	\$ 24,480.00	\$ 41.25	\$ 63,112.50	\$ 9.80	\$ 14,994.00
					Sub Total	\$ 79,043.50	Sub Total	\$ 79,214.00	Sub Total	\$ 63,411.00	Sub Total	\$ 132,031.50	Sub Total	\$ 47,172.00
Division 7080 - Permeable Concrete Block Pavers														
44	7080-108-B-0	Engineering Fabric	332	SY	\$ 6.00	\$ 1,992.00	\$ 10.00	\$ 3,320.00	\$ 6.00	\$ 1,992.00	\$ 5.65	\$ 1,875.80	\$ 5.30	\$ 1,759.60
45	7080-108-D-0	Storage Aggregate	4020	TON	\$ 33.00	\$ 132,660.00	\$ 40.00	\$ 160,800.00	\$ 43.00	\$ 172,860.00	\$ 45.00	\$ 180,900.00	\$ 42.00	\$ 168,840.00

Project Title:			2024 SRF Green Alley Project		Bid Date		Engineer's Estimate		McDermott Excavating		Portzen Construction		Eastern Iowa Excavating		Tschiggfrie Excavating	
			7-Nov-24													
LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE
46	7080-108-E-0	Filter Aggregate	285	TON	\$ 30.00	\$ 8,550.00	\$ 30.00	\$ 8,550.00	\$ 40.00	\$ 11,400.00	\$ 69.85	\$ 19,907.25	\$ 57.00	\$ 16,245.00		
47	7080-108-F-0	Permeable Interlocking Pavers, Concrete	9360	SF	\$ 16.00	\$ 149,760.00	\$ 9.00	\$ 84,240.00	\$ 9.25	\$ 86,580.00	\$ 10.50	\$ 98,280.00	\$ 9.40	\$ 87,984.00		
48	7080-108-H-0	Foundation Waterproofing, Surface Leveling	560	SF	\$ 6.00	\$ 3,360.00	\$ 16.00	\$ 8,960.00	\$ 8.00	\$ 4,480.00	\$ 35.00	\$ 19,600.00	\$ 32.00	\$ 17,920.00		
49	7080-108-I-0	Foundation Waterproofing, Sealer	560	SF	\$ 6.00	\$ 3,360.00	\$ 4.00	\$ 2,240.00	\$ 8.00	\$ 4,480.00	\$ 35.00	\$ 19,600.00	\$ 11.00	\$ 6,160.00		
Division 8030 - TemporaryTraffic Control					Sub Total	\$ 299,682.00	Sub Total	\$ 268,110.00	Sub Total	\$ 281,792.00	Sub Total	\$ 340,163.05	Sub Total	\$ 298,908.60		
50	8030-108-A-0	Temporary Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00	\$ 6,750.00	\$ 6,750.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00		
Division 9010 - Seeding					Sub Total	\$ 7,500.00	Sub Total	\$ 7,000.00	Sub Total	\$ 6,750.00	Sub Total	\$ 7,500.00	Sub Total	\$ 7,000.00		
51	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SY	15	SY	\$ 22.50	\$ 337.50	\$ 40.00	\$ 600.00	\$ 35.00	\$ 525.00	\$ 135.00	\$ 2,025.00	\$ 32.00	\$ 480.00		
Division 9040 - Erosion and Sediment Control					Sub Total	\$ 337.50	Sub Total	\$ 600.00	Sub Total	\$ 525.00	Sub Total	\$ 2,025.00	Sub Total	\$ 480.00		
52	9040-108-A-2	Stormwater Pollution Prevention Plan (SWPPP) Management	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,750.00	\$ 3,750.00	\$ 1,500.00	\$ 1,500.00	\$ 3,800.00	\$ 3,800.00		
53	9040-108-D-1	Filter Socks, 8"	50	LF	\$ 4.00	\$ 200.00	\$ 5.00	\$ 250.00	\$ 5.25	\$ 262.50	\$ 4.25	\$ 212.50	\$ 5.30	\$ 265.00		
54	9040-108-D-2	Filter Socks, Removal	50	LF	\$ 0.50	\$ 25.00	\$ 1.00	\$ 50.00	\$ 1.10	\$ 55.00	\$ 3.50	\$ 175.00	\$ 1.10	\$ 55.00		
55	9040-108-T-1	Inlet Protection Device, Installation	20	EA	\$ 200.00	\$ 4,000.00	\$ 175.00	\$ 3,500.00	\$ 185.00	\$ 3,700.00	\$ 350.00	\$ 7,000.00	\$ 200.00	\$ 4,000.00		
56	9040-108-T-2	Inlet Protection Device, Maintenance	20	EA	\$ 60.00	\$ 1,200.00	\$ 25.00	\$ 500.00	\$ 26.00	\$ 520.00	\$ 100.00	\$ 2,000.00	\$ 30.00	\$ 600.00		
Division 9070 - Landscape Retaining Walls					Sub Total	\$ 6,925.00	Sub Total	\$ 8,300.00	Sub Total	\$ 8,287.50	Sub Total	\$ 10,887.50	Sub Total	\$ 8,720.00		
57	9070-108-B-0	Limestone Retaining Wall	80	SF	\$ 200.00	\$ 16,000.00	\$ 90.00	\$ 7,200.00	\$ 82.00	\$ 6,560.00	\$ 105.00	\$ 8,400.00	\$ 100.00	\$ 8,000.00		
Division 11,010 - Construction Survey					Sub Total	\$ 16,000.00	Sub Total	\$ 7,200.00	Sub Total	\$ 6,560.00	Sub Total	\$ 8,400.00	Sub Total	\$ 8,000.00		
58	11010-108-B-0	Monument Preservation and Replacement	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00		
Division 11,020 - Mobilization					Sub Total	\$ 2,500.00	Sub Total	\$ 2,000.00	Sub Total	\$ 3,000.00	Sub Total	\$ 7,500.00	Sub Total	\$ 4,000.00		
59	11020-108-A-0	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00	\$ 60,000.00	\$ 45,000.00	\$ 45,000.00	\$ 210,000.00	\$ 210,000.00	\$ 75,000.00	\$ 75,000.00		
Division 11,050 - Concrete Washout					Sub Total	\$ 30,000.00	Sub Total	\$ 60,000.00	Sub Total	\$ 45,000.00	Sub Total	\$ 210,000.00	Sub Total	\$ 75,000.00		
60	11050-108-A-0	Concrete Washout	1	LS	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 775.00	\$ 775.00	\$ 3,000.00	\$ 3,000.00		
Special Provisions - Non-Standard Project Items					Sub Total	\$ 500.00	Sub Total	\$ 1,000.00	Sub Total	\$ 1,000.00	Sub Total	\$ 775.00	Sub Total	\$ 3,000.00		
61	SP	2" Rigid Insulation, 4' x 8' Sheet	64	SF	\$ 2.00	\$ 128.00	\$ 4.00	\$ 256.00	\$ 15.00	\$ 960.00	\$ 5.65	\$ 361.60	\$ 2.60	\$ 166.40		
62	SP	20 Mil Polyethylene Liner	3125	SF	\$ 18.00	\$ 56,250.00	\$ 1.28	\$ 4,000.00	\$ 5.00	\$ 15,625.00	\$ 2.65	\$ 8,281.25	\$ 1.80	\$ 5,625.00		
63	SP	TEMPORARY RISER PIPE WATER CONNECTION	1	EACH	\$ 425.00	\$ 425.00	\$ 3,800.00	\$ 3,800.00	\$ 2,300.00	\$ 2,300.00	\$ 2,500.00	\$ 2,500.00	\$ 2,300.00	\$ 2,300.00		
64	SP	2" TEMPORARY WATER MAIN	1381	LF	\$ 14.00	\$ 19,334.00	\$ 15.00	\$ 20,715.00	\$ 32.00	\$ 44,192.00	\$ 20.00	\$ 27,620.00	\$ 26.00	\$ 35,906.00		
65	SP	3/4" TEMPORARY WATER SERVICE – SPIGOT	8	EA	\$ 325.00	\$ 2,600.00	\$ 250.00	\$ 2,000.00	\$ 450.00	\$ 3,600.00	\$ 185.00	\$ 1,480.00	\$ 930.00	\$ 7,440.00		
66	SP	3/4" TEMPORARY WATER SERVICE – EXCAVATION	14	EA	\$ 750.00	\$ 10,500.00	\$ 1,500.00	\$ 21,000.00	\$ 2,000.00	\$ 28,000.00	\$ 1,685.00	\$ 23,590.00	\$ 320.00	\$ 4,480.00		
67	SP	3/4" LEAD WATER SERVICE REPLACEMENT	180	LF	\$ 120.00	\$ 21,600.00	\$ 75.00	\$ 13,500.00	\$ 85.00	\$ 15,300.00	\$ 88.00	\$ 15,840.00	\$ 76.00	\$ 13,680.00		
68	SP	Water Service - Type M Hard Copper	120	LF	\$ 20.00	\$ 2,400.00	\$ 10.00	\$ 1,200.00	\$ 15.00	\$ 1,800.00	\$ 43.50	\$ 5,220.00	\$ 76.00	\$ 9,120.00		
69	SP	3/4-Inch Ball Valve	8	EA	\$ 75.00	\$ 600.00	\$ 50.00	\$ 400.00	\$ 70.00	\$ 560.00	\$ 250.00	\$ 2,000.00	\$ 500.00	\$ 4,000.00		
70	SP	3/4-Inch Strainer	4	EA	\$ 150.00	\$ 600.00	\$ 95.00	\$ 380.00	\$ 100.00	\$ 400.00	\$ 300.00	\$ 1,200.00	\$ 570.00	\$ 2,280.00		
71	SP	3/4-Inch Pressure Regulator	4	EA	\$ 500.00	\$ 2,000.00	\$ 250.00	\$ 1,000.00	\$ 375.00	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ 630.00	\$ 2,520.00		
72	SP	3/4-Inch Dual Check Valve	4	EA	\$ 120.00	\$ 480.00	\$ 325.00	\$ 1,300.00	\$ 225.00	\$ 900.00	\$ 600.00	\$ 2,400.00	\$ 550.00	\$ 2,200.00		
73	SP	Thermal Expansion Tank	4	EA	\$ 200.00	\$ 800.00	\$ 150.00	\$ 600.00	\$ 150.00	\$ 600.00	\$ 450.00	\$ 1,800.00	\$ 1,100.00	\$ 4,400.00		
74	SP	Permeable Interlocking Pavers, Concrete	4000	SF	\$ 25.00	\$ 100,000.00	\$ 17.00	\$ 68,000.00	\$ 17.25	\$ 69,000.00	\$ 19.00	\$ 76,000.00	\$ 18.00	\$ 72,000.00		
Sub Total					\$ 217,717.00		Sub Total	\$ 138,151.00	Sub Total	\$ 184,737.00	Sub Total	\$ 170,292.85	Sub Total	\$ 166,117.40		
Total Base Bid Amount					\$ 1,397,244.00			\$ 1,202,512.00		\$ 1,229,685.50		\$ 2,367,063.40		\$ 1,359,965.00		
Total Bid Amount:					\$ 1,397,244.00			\$ 1,202,512.00		\$ 1,229,685.50		\$ 2,367,063.40		\$ 1,359,965.00		
							Total Bid	\$ 1,202,512.00	Total Bid	\$ 1,229,685.50	Total Bid	\$ 2,367,063.40	Total Bid	\$ 1,359,965.00		
% Over / Under (-)								-13.94%		-11.99%		69.41%		-2.67%		

**City of Dubuque
City Council**

ACTION ITEMS # 7.

ITEM TITLE: Award Broadway Sanitary Sewer Improvement Project

SUMMARY: City Manager recommending awarding the Public Improvement Construction Contract for the Broadway Sanitary Sewer Improvements Project to Tschiggfrie Excavating Co. in the amount of \$266,668.30 through the adoption of the attached resolution.
RESOLUTION Awarding Public Improvement Construction Contract For The Broadway Street Sanitary Sewer Improvement Project

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Broadway Sanitary Sewer Improvement Project - Award Staff Memo
3. Broadway Street Sanitary Sewer Improvement Project - Award Resolution
4. Broadway_Award

TO: The Honorable Mayor and City Council Members

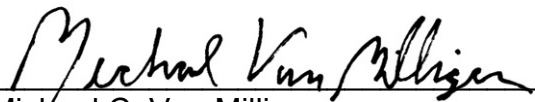
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Broadway Sanitary Sewer Improvements Project
Award Public Improvement Contract
Project No. 5581500046

DATE: November 14, 2024

City Engineer Gus Psihoyos is recommending City Council award the Public Improvement Construction Contract for the Broadway Sanitary Sewer Improvements Project to Tschiggfrie Excavating Co. in the amount of \$266,668.30 through the adoption of the attached resolution.

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



Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: November 7, 2024
SUBJECT: Broadway Sanitary Sewer Improvements Project
Award Public Improvement Contract
Project No. 5581500046

INTRODUCTION

The purpose of this memorandum is to provide the City Council with information related to the recommendation for awarding the Public Improvement Construction Contract for the Broadway Sanitary Sewer Improvements Project.

DISCUSSION

This project provides for the installation of approximately 300 feet of 8-inch diameter sewer along Broadway Street, from Putnam Street to W. 28th Street. On multiple occasions, the existing sewer system has surcharged so that wastewater has back flowed into basements. The sewer is proposed to be redirected so that flows are conveyed with a greater capacity to mitigate the recurring backups. During design, staff identified several deficiencies with the roadway, sidewalk, curb and gutter, which will also be addressed within the project limits.

BID RESULTS

The city received sealed bids on November 7, 2024, for the Broadway Sanitary Sewer Improvements Project. Tschiggfrie Excavating Co. of Dubuque, IA submitted the low bid in the amount of \$266,668.30. This bid amount is 16.33% under the estimate of probable cost. A summary of the bid proposals received is as follows:

Contractor Name	Total Bid
Tschiggfrie Excavating Co.	\$266,668.30
Offset Construction	\$272,859.15
Drew Cook & Sons Excavating	\$280,766.00
Top Grade Excavating	\$280,934.50
Eastern Iowa Excavating & Concrete, LLC	\$289,975.35
McDermott Excavating	\$326,719.00
Portzen Construction	\$381,613.50

RECOMMENDATION

I recommend that the public improvement contract for the Broadway Sanitary Sewer Improvements Project be awarded to Tschiggfrie Excavating Co. of Dubuque, IA in the amount of \$266,668.30.

BUDGET IMPACT

The estimate of probable cost for the Broadway Sanitary Sewer Improvements Project is summarized as follows:

Description	Cost Estimate	Award
Construction	\$ 318,706.00	\$ 266,668.30
Contingency	\$ 35,057.66	\$ 35,057.66
Total Project Cost	<u>\$ 353,763.66</u>	<u>\$ 301,725.96</u>

The Broadway Sanitary Sewer Improvements Project was funded utilizing ARPA funding in the amount of \$112,500, which was partially utilized for the planning and design by City staff. The construction of this project will be covered by the funding sources as described below:

Broadway Sanitary Sewer Improvements Project Funding		
5581500046	Broadway Sanitary Sewer Improvements	\$ 101,485.30
5581500017	General Sanitary Sewer Repairs *	\$ 101,747.66
5521000012	General Street Construction Repairs	\$ 58,200.00
5521000002	General Sidewalks Curb/Catch Basin Replacements	\$ 40,293.00
Total Project Funding		<u>\$ 301,725.96</u>

**Note: Value includes project contingency.*

ACTION TO BE TAKEN

I respectfully request that the City Council award the Public Improvement Construction Contract for the Broadway Sanitary Sewer Improvements Project to Tschiggfrie Excavating Co. in the amount of \$266,668.30 through the adoption of the attached resolution.

Prepared by Maxwell O'Brien, Civil Engineer

cc: Jenny Larson, Chief Financial Officer
Bob Schiesl, PE, Assistant City Engineer

RESOLUTION NO. _____ -24

**AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT
FOR THE BROADWAY STREET SANITARY SEWER IMPROVEMENT 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
Broadway Street Sanitary Sewer Improvement Project, (the Project) pursuant to
Resolution No. 335-24 and Notice to Bidders published on the City of Dubuque, Iowa
website and plan room service with statewide circulation on the 23rd day of October 2024;
and

WHEREAS, said sealed proposal was opened and read on the 7th day of
November 2024 and it has been determined that Tschiggfrie Excavating Co., of Dubuque,
Iowa submitted low bid in the amount of \$266,668.30, and is the lowest responsive,
responsible bidder for the Project.

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

SECTION 1. That a Public Improvement Construction Contract for the Project is
hereby awarded to Tschiggfrie Excavating Co. and the City Manager is hereby directed
to execute a Public Improvement Construction Contract on behalf of the City of Dubuque
for the Project.

Passed, adopted, and approved this 18th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, City Clerk



City of Dubuque, Iowa
Construction Contract Award

Award Date: 18-Nov-24

Project Title: Broadway Sanitary Sewer Improvements

Contractor Name: Tschiggfrie Excavating

Address
City, State, Zip

Contract Award Item	LINE NO.	REFERENCE NUMBER	DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Division 2010 - Earthwork, Subgrade, and Subbase							
Award	1	2010-108-D-3	Topsoll, Off-site	14	CY	\$ 35.00	\$ 490.00
Award	2	2010-108-E-0	Excavation, Class 10	270	CY	\$ 9.40	\$ 2,538.00
Award	3	2010-108-J-0	Subbase, Granular Subbase - Gr 12a (Granular Subbase Pile)	475	TON	\$ 19.00	\$ 9,025.00
						Sub Total	\$ 12,053.00
Division 3010 - Trench Excavation and Backfill							
Award	4	3010-108-B-0	Rock Excavation	276	CY	\$ 59.00	\$ 16,284.00
Award	5	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 32, (Modified Subbase Pile)	1458	TON	\$ 19.00	\$ 27,702.00
Award	6	3010-108-G-0	Class 1, Bedding Material, 1" Commercial Clean Stone	200	TON	\$ 22.00	\$ 4,400.00
Award	7	3010-108-L-0	Rigid Insulation Board	64	SF	\$ 2.20	\$ 140.80
Award	8	3010-108-M-0	Pipe Insulation Wrap	10	LF	\$ 11.00	\$ 110.00
						Sub Total	\$ 48,636.80
Division 4010 - Sanitary Sewers							
Award	9	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 8" PVC SDR26	280	LF	\$ 52.00	\$ 14,560.00
Award	10	4010-108-E-1	Sanitary Sewer Service Stub, Trenched, 4" PVC SDR26	106	LF	\$ 36.00	\$ 3,816.00
Award	11	4010-108-I-1	Double Sweep Cleanout	4	EA	\$ 1,300.00	\$ 5,200.00
Award	12	4010-108-L-0	Sanitary Sewer Abandonment, Fill and Plug	0.25	CY	\$ 390.00	\$ 97.50
Award	13	4010-108-M-1	Sanitary Sewer Lateral Wye Connection, PVC Wye, 8x4	4	EA	\$ 760.00	\$ 3,040.00
						Sub Total	\$ 26,713.50
Division 5010 - Pipe and Fittings							
Award	14	5010-108-A-1	Water Main, Trenched, DIP, 8"	35	LF	\$ 110.00	\$ 3,850.00
Award	15	5010-108-C-1	Fittings, DI Bend, 45 Deg, 8"	2	EA	\$ 750.00	\$ 1,500.00
Award	16	5010-108-E-1	Water Service Stubs, Pipe, Copper, 3/4"	35	LF	\$ 69.00	\$ 2,415.00
Award	17	5010-108-E-2	Water Service Stubs, Corporation, 3/4"	1	EA	\$ 1,400.00	\$ 1,400.00
Award	18	5010-108-H-0	Water Main Removal, 8"	76	LF	\$ 15.00	\$ 1,140.00
						Sub Total	\$ 10,305.00
Division 5020 - Valves, Fire Hydrants, and Appurtenances							
Award	19	5020-108-A-0	Valve, Gate, 8"	1	EA	\$ 3,100.00	\$ 3,100.00
						Sub Total	\$ 3,100.00
Division 6010 - Structures for Sanitary and Storm Sewers							
Award	20	6010-108-A-0	Manhole Type, 48" SW-401	43	VF	\$ 430.00	\$ 18,490.00
Award	21	6010-108-G-3	Concrete Collar Structure Connection - Pipes 12" Diameter and Smaller	2	EA	\$ 710.00	\$ 1,420.00
						Sub Total	\$ 19,910.00
Division 7020 - Hot Mix Asphalt Pavement							
Award	22	7020-108-B-0	HMA Pavement by Square Yards, 7" (Thickness)	1050	SY	\$ 84.00	\$ 88,200.00
						Sub Total	\$ 88,200.00
Division 7030 - Sidewalks, Shared Use Paths, and Driveways							
Award	23	7030-108-A-1	Removal of Sidewalk	125	SY	\$ 6.00	\$ 750.00
Award	24	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	114	SY	\$ 78.00	\$ 8,892.00
Award	25	7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	11	SY	\$ 87.00	\$ 957.00
Award	26	7030-108-G-0	Detectable Warning	16	SF	\$ 46.00	\$ 736.00
						Sub Total	\$ 11,335.00
Division 7040 - Pavement Rehabilitation							
Award	27	7040-108-H-0	Pavement - Removal	1050	SY	\$ 3.60	\$ 3,780.00
Award	28	7040-108-N-0	Curb and Gutter, Remove and Replace	375	LF	\$ 35.00	\$ 13,125.00
						Sub Total	\$ 16,905.00
Division 8030 - TemporaryTraffic Control							
Award	29	8030-108-A-0	Temporary Traffic Control	1	LS	\$ 5,900.00	\$ 5,900.00
						Sub Total	\$ 5,900.00
Division 9010 - Seeding							
Award	30	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SF	1200	SF	\$ 1.50	\$ 1,800.00
						Sub Total	\$ 1,800.00
Division 9040 - Erosion and Sediment Control							
Award	31	9040-108-D-1	Filter Socks, 8"	40	LF	\$ 5.10	\$ 204.00
Award	32	9040-108-D-2	Filter Socks, Removal	40	LF	\$ 1.00	\$ 40.00
Award	33	9040-108-T-1	Inlet Protection Device, Installation	11	EA	\$ 180.00	\$ 1,980.00
Award	34	9040-108-T-2	Inlet Protection Device, Maintenance	11	EA	\$ 26.00	\$ 286.00
						Sub Total	\$ 2,510.00
Division 11,020 - Mobilization							
Award	35	11020-108-A-0	Mobilization	1	LS	\$ 18,200.00	\$ 18,200.00
						Sub Total	\$ 18,200.00
Division 11,050 - Concrete Washout							
Award	36	11050-108-A-0	Concrete Washout	1	LS	\$ 1,100.00	\$ 1,100.00
						Sub Total	\$ 1,100.00

TOTAL \$ 266,668.30

Contract Award Amount: \$ 266,668.30

**City of Dubuque
City Council**

ACTION ITEMS # 8.

ITEM TITLE: Eagle Point Water Plant Supervisory Control and Data Acquisition (SCADA) Upgrade Award Construction Contract

SUMMARY: City Manager recommending City Council award the construction contract for Eagle Point Water Plant Supervisory Control and Data Acquisition (SCADA) Upgrade, through the adoption of the enclosed resolution, to Westphal & Company, Inc. of Dubuque, Iowa, in the amount of \$1,345,500.
RESOLUTION Awarding Public Improvement Construction Contract For The Eagle Point Water Plant Supervisory Control And Data Acquisition (SCADA) Upgrade Project

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. SCADA System Upgrade Project Construction Award Memo 11.12.2024
3. SCADA System Upgrade Project Construction Award - Resolution 11.12.2024
4. Bid Tab
5. Bid Award Letter

TO: The Honorable Mayor and City Council Members

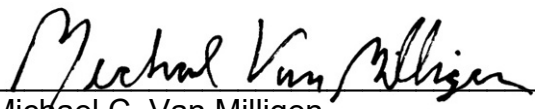
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Eagle Point Water Plant Supervisory Control and Data Acquisition
(SCADA) Upgrade
Award Construction Contract

DATE: November 14, 2024

Water Department Director Christopher Lester is recommending City Council award the construction contract for Eagle Point Water Plant Supervisory Control and Data Acquisition (SCADA) Upgrade, through the adoption of the enclosed resolution, to Westphal & Company, Inc. of Dubuque, Iowa, in the amount of \$1,345,500. The lump sum bid is 27% lower than the engineer's estimate of \$1,850,000.00.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Nick Connolly, Water Operations Supervisor

TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: November 12, 2024

SUBJECT: Eagle Point Water Plant Supervisory Control and Data Acquisition (SCADA) Upgrade
Award Construction Contract

INTRODUCTION

The purpose of this memorandum is to request award of the Eagle Point Water Plant Supervisory Control and Data Acquisition (SCADA) Upgrade to Westphal & Company of Dubuque, IA in the amount of \$1,345,500.00.

BACKGROUND

The Dubuque Water Works, known as the Eagle Point Water Treatment Plant (WTP), treats and distributes on average 7 million gallons per day (MGD) through a distribution system comprised of over 330 miles of water main via a combined fourteen (14) storage tank and pump station sites. The WTP operators control and monitor the treatment and distribution of drinking water from the treatment plant via a SCADA or Supervisory Control and Data Acquisition system.

The SCADA system is linked to each of the remote distribution system sites via radio communications from the WTP. Data collected from each of the remote sites is transmitted back to the WTP and the operators at the plant routinely interact with the SCADA system to make decisions on water production, storage, and overall supply to the distribution system including during emergency situations such as main breaks or fire events. The SCADA system is currently the only method of data collection used for informing the operating staff on what changes are occurring in the water supply and distribution system and how the operators need to respond.

Beyond immediate operations, the SCADA system eliminates the need for manned operations at each remote site. It provides constant monitoring of tank and pump station operations. SCADA also provides a level of security with immediate reports of any security breaches or abnormal operating conditions. Having a reliable SCADA system also reduces the number of patrols and manned visits to each of the remote sites reducing overall costs.

The current SCADA system has been in place since 1993 and the programming and operating system, RSLogix 500, is outdated and the hardware is no longer supported by the manufacture/vendor and will need to be replaced for continued WTP and remote operations. In addition, the existing hardware has reached its capacity for installing new infrastructure controls and devices required to communicate with tanks, towers, and pump stations.

DISCUSSION

The Water Treatment Plant SCADA System Upgrade project provides for the replacement of the existing Supervisory Control and Data Acquisition (SCADA) hardware and software at the Eagle Point Water Treatment Plant and remote sites including the wells, pump stations, tanks, and towers.

The programmable logic controllers (PLCs) and other major components of the existing SCADA system have become obsolete. Additionally, very little of the softening, filtering, and sludge treatment equipment at the WTP is currently monitored by SCADA. It is desirable to install an Ethernet network and add additional control panels in select locations within the WTP to connect important instruments and include provisions for future additions.

The existing SCADA software at the WTP is not compatible with the software packages currently in use at the W&RRC. To improve efficiencies associated with problem solving or cross training of staff, it would be desirable for the replacement SCADA system WTP software to be compatible with, and possibly integrated into, the W&RRC SCADA system.

Replacing the SCADA system at the WTP would not only replace outdated and obsolete equipment, hardware and software, it would also provide an opportunity to make operational efficiency improvements.

While the current SCADA system is capable of collecting and reporting chlorine, pH, turbidity, flow, and pressure measurements at the WTP, with chlorine, tank elevations, pressures and intrusion alarms reporting back from the remote sites, there are additional monitoring possibilities. With added SCADA controls, new analyzers could be introduced to provide further on-line measurements including flow and pressure readings at the pressure reducing vaults, distribution system flow measurement reporting as part of a District Metered Zone program to reduce and detect leaks and main breaks, and research continues in the water industry, the possibility of on-line monitoring for the detection of contaminants in the distribution system.

An additional benefit of a replacement SCADA system in coordination with the change from radio communications to fiber optic communication (the fiber optic project will be under a separate RFP) includes the option to enhance security at the remote sites. Such security measures would include the ability to add video cameras, motion detectors, contact switches, keypad entry devices and card readers, which can be interfaced directly to the SCADA system and provide live information back to the operators.

The city selected Strand Associates through the public RFP process to complete the design, specifications and assist the city through the SRF loan application procedure. The Strand design team completed the design and bidding documents, and the city has received an approved Iowa DNR preliminary engineering report letter dated April 29, 2024.

The scope and bidding documents were prepared, and the project was publicly bid.

DISCUSSION

Sealed bids for the Eagle Point Water Plant Supervisory Control and Data Acquisition (SCADA) Upgrade were received and publicly opened on October 17, 2024. Westphal & Company, Inc, of Dubuque, Iowa submitted the apparent low bid in the amount of \$1,345,500. A summary of the bid proposals received is as follows:

Item No.	Contractor Name	Lump Sum Bid Amount
1	Westphal & Company, Inc.	\$1,345,500.00
2	The Esco Group (Marion IA)	\$1,420,000.00
3	Altronex Control Systems (Plymouth MN)	\$1,696,300.00

The lump sum bid of \$1,345,500.00 is 27% lower than the engineer's estimate of \$1,850,000.00.

The execution of the contract may be delayed pending approval from the Iowa Finance Authority (IAF).

BUDGET IMPACT

The estimate of probable and awarded costs for the project are summarized as follows:

<u>Description</u>	<u>Estimate</u>	<u>Award</u>
Planning and Design	\$47,700	\$47,700
Construction plus Other: Materials	\$1,850,000	\$1,345,500
Construction Admin/ Construction Engineering	\$65,100	\$65,100
Contingency 10%	\$196,000	\$196,000
Fees	\$10,794	\$10,794
Total Project Cost, rounded to the nearest \$1,000	<u>\$2,170,000*</u>	<u>\$1,665,094</u>

The funding summary is:

CIP	Description	Funding Source	Amount
4281000001	SCADA and Communications Imp.	SRF	\$1,665,094
Total Project Funding			<u>\$1,665,094</u>

Of the SRF funds in the amount of \$1,665,094, the project has adequate funding for the total construction cost of \$1,345,500.

ACTION TO BE TAKEN

I respectfully request that the City Council award the construction contract for Eagle Point Water Plant Supervisory Control and Data Acquisition (SCADA) Upgrade, through the adoption of the enclosed resolution, to Westphal & Company, Inc. of Dubuque, Iowa, in the amount of \$1,345,500.

cc: Jennifer Larson, Chief Financial Officer
Nick Connolly, Water Operations Supervisor

F:\Users\Water\ENGINEERING\Projects - City Projects\Projects - ACTIVE (City)\SCADA Upgrade and Fiber Optic Communication (2020-2022)\Council\Award\Construction Contract

RESOLUTION NO. -24

**AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR
THE EAGLE POINT WATER PLANT SUPERVISORY CONTROL AND DATA
ACQUISITION (SCADA) UPGRDE 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 Eagle Point Water Plant Supervisory Control and Data Acquisition (SCADA) Upgrade Project, (the Project) pursuant to Resolution No. 275-24 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service wide circulation on the 5th day of September 2024; and

WHEREAS, said sealed proposal was opened and read on the 17th day of October 2024 and it has been determined that Westphal and Company, Inc. of Dubuque, Iowa submitted low bid in the amount of \$253,434.00, plus Alternate A in the amount of \$38,552.00, with an hourly rate of \$381.00/HR, and is the lowest responsive, responsible bidder for the Project.

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

SECTION 1. That a Public Improvement Construction Contract for the Project is hereby awarded to Westphal and Company, Inc. of Dubuque, Iowa and the City Manager is hereby directed to execute a Public Improvement Construction Contract on behalf of the City of Dubuque for the Project.

Passed, adopted and approved this _____ day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Bids Received: 2 P.M.
October 17, 2024

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715

CITY OF DUBUQUE
DUBUQUE, IOWA
DUBUQUE WATER SCADA UPGRADE
IDNR SRF #FS-31-23-DWSRF-080

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Lump Sum Bid
Westphal & Company, Inc. 750 Cedar Cross Road Dubuque, IA 52003	10%	Yes	\$1,345,500.00
The ESCO Group 3450 Third Street Marion, IA 52302	10%	Yes	\$1,420,000.00
Altronex Control Systems 13005 16th Avenue North Plymouth, MN 55441	10%	Yes	\$1,696,300.00

Reviewed by: Jason Carl



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
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October 18, 2024

Mr. Christopher Lester
City of Dubuque
1902 Hawthorne Street
Dubuque, IA 52001

Re: Dubuque Water SCADA Upgrade
IDNR SRF #FS-31-23-DWSRF-080
City of Dubuque, Iowa

Dear Chris,

Bids for the above-referenced Project were opened on October 17, 2024. Three Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$1,345,500 was less than ENGINEER's opinion of probable construction cost.

Westphal & Company, Inc. of Dubuque, Iowa, was the apparent low Bidder at \$1,345,500. The Bid included a Bid Bond for 10 percent and Addendums No. 1 through No. 3 were acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Westphal & Company, Inc. on projects for Emmi Roth. For those projects, the owner determined Westphal & Company, Inc. to be responsible.

Sincerely,

STRAND ASSOCIATES, INC.®

Jason S. Carden

Enclosure

**City of Dubuque
City Council**

CLOSED SESSION #

ITEM TITLE: Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None