



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
December 2, 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.**

PROVIDING VIRTUAL PUBLIC INPUT

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ROLL CALL ORDER FOR MEETING

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

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

- 1. Eradication of Generational Poverty Day (December 7, 2024)**
On behalf of the Fountain of Youth Program.

CONSENT ITEMS

- 1. Minutes and Reports Submitted**

Cable TV Commission of October 23, 2024; City Council Proceedings of November 18, 2024; Community Development Advisory Commission of October 16, 2024; Equity and Human Rights Commission of October 8, 2024; Five Flags Civic Center Advisory Commission of September 9, 2024; Historic Preservation Commission of October 17, 2024; Library Board of Trustees Update of October 24, 2024; Park and Recreation Commission of October 15, 2024; Zoning Advisory Commission of October 2, 2024; Zoning Board of Adjustment of October 24, 2024.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Denise Ellison for personal injury; Bryn Kittle 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: Jamie Doyle for personal injury and vehicle damage; Denise Ellison for personal injury.

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. Investment and Debt Management Software Recommendation

City Manager recommending City Council approval of SymPro Treasury Management Solutions for the City's investment and debt management software.

Suggested Disposition: Receive and File; Approve

6. Fiscal Year 2024 City Street Financing Report

City Manager transmitting the annual City Street financing report that has been filed with the Iowa Department of Transportation.

Suggested Disposition: Receive and File

7. Application for EPA Brownfields Assessment Grant

City Manager recommending City Council approval to apply for a 2025 round of EPA Brownfields Assessment Grant in an amount of \$500,000.

Suggested Disposition: Receive and File; Approve

8. Updated Boards and Commissions Application and Demographic Information

City Clerk providing an updated application and demographics information for boards and commissions.

Suggested Disposition: Receive and File

9. 2024 Maintenance Dredging Project No. 1 - Acceptance of Public Improvement Construction Contract - Project Number: 5546000001-304-67990 Harbor Area Dredging

City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$311,300.00 to Newt Marine Service for the 2024 Maintenance Dredging Project No. 1.

RESOLUTION Accepting The 2024 Maintenance Dredging Project No. 1 And Authorizing Final Payment To The Contractor

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

10. Seippel Road Water Main Lowering Project - Acceptance of Public Improvement Construction Contract - Project Code: 4281000059

City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$172,651.98 to Top Grade Excavating, Inc. of Farley, Iowa, for the Seippel Road Water Main Lowering Project.

RESOLUTION Accepting The Seippel Road Water Main Lowering Project And Authorizing Final Payment To The Contractor

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

11. Travel Dubuque Request for Funding for Field of Dreams Project

City Manager recommending City Council approval of the Memorandum Agreement with Travel Dubuque regarding funding for the Field of Dreams Project.

Suggested Disposition: Receive and File; Approve

12. Signed Contract(s)

Strand Associates, Inc. for Amendment No. 2 to Task Order No. 22-03 for the Water Treatment Plant and Water Distribution System Supervisory Control and Data Acquisition System Upgrade.

Suggested Disposition: Receive and File

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.

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2025 (Vacant Business Professional, lives or works inside cultural district term of Robins)

One, 3-Year term through June 30, 2026 (Vacant Public Member 3 term of Riedel)

One, 3-Year term through June 30, 2027 (Vacant Business Professional Term of Neuhaus)

Applicants:

	Business Professional, lives or works inside cultural district 6/30/25 Term	Public Member 3 6/30/26 Term	Business Professional 6/30/27 Term
David Barba, 2400 Central Ave.		X	X
Gail Chavenelle, 1155 Kelly Ln.		X	X
Aaron Hefel, 515 1/2 W. 8th St.	X	X	X
Bree Hernandez, 1298 Locust St.	X	X	X
Jessica Ochoa, 1970 Hale St.		X	X

Equity and Human Rights Commission

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

Applicants:

DeLano Cain-Watson, 994 Patricia Ann Dr.

Traci Phillipson, 2120 Rhomberg Ave.

2. Boards and Commission Appointments

Appointments to the following commissions to be made at this 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

Two, 3-Year terms through August 17, 2027 (Vacant terms of White and Wooden)

Applicants:

Matt Henick, 2115 Golden Eagle Dr. (Additional Applicant)

David Wall, 1710 1/2 White St.

Resilient Community Advisory Commission

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

Applicant:

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. Resolution Approving a Proposed Development Agreement with Miller Companies, LLC

Proof of publication on notice of public hearing to consider City Council approval of a resolution for a proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF) by and between the City of Dubuque, Iowa and Miller Companies, LLC for the redevelopment of 744 Main Street, and City Manager recommending approval.

RESOLUTION Approving 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

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

2. Resolution Approving a Proposed Development Agreement with Limestone Legacy, LLC

Proof of publication on notice of public hearing to consider City Council approval of a resolution for a proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF) by and between the City of Dubuque, Iowa and Limestone Legacy, LLC for the redevelopment of 1602 Central Avenue, and City Manager recommending approval.

RESOLUTION Approving 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

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

3. Resolution Approving a Proposed Development Agreement with 1400 Central, LLC

Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving a Development Agreement by and between the City of Dubuque, Iowa and 1400 Central, LLC for the redevelopment of 1400 Central Avenue. including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF), and City Manager recommending approval.

RESOLUTION Approving 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

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

4. Resolution Approving a Proposed Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC

Proof of publication on notice of public hearing to consider City Council approval of

a resolution for a proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF) by and between the City of Dubuque, Iowa and Nia Neighborhoods Opportunity Zone Fund, LLC (Nia Neighborhoods) for the redevelopment of 1390 White Street, and City Manager recommending approval.

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

5. Approving a Proposed Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

Proof of publication on notice of public hearing to consider City Council approval of a resolution for a proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF) by and among the City of Dubuque, Iowa, SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc., and City Manager recommending approval.

RESOLUTION Approving A Development Agreement By And Among The City Of Dubuque, Iowa, SJR Properties, L.L.C., And Universal Tank & Fabrication, Inc., Including The Issuance Of Urban Tax Increment Revenue Obligations
Suggested Disposition: Receive and File; Adopt Resolution(s)

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

Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving the Second Amendment to the Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society, and City Manager recommending approval.

RESOLUTION Approving A Second Amendment To The Lease Agreement By And Between The City Of Dubuque, Iowa, And Dubuque County Historical Society
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. Kerper Boulevard Lift Station Project - Award Public Improvement Contract - Project No. 5581500047

City Manager recommending City Council award the Public Improvement Construction Contract for the Kerper Boulevard Lift Station Project to Tschiggfrie Excavating Co. in the amount of \$1,843,385.90, which is 13.06% over the engineers estimate.

RESOLUTION Awarding Public Improvement Construction Contract For The Kerper Boulevard Lift Station Project

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

2. Councilmember Susan Farber Appointment to National League of Cities Information Technology and Communications Committee

City Manager transmitting that Dubuque City Council Ward One Representative and Mayor Pro Tem Susan Farber has been appointed to serve as vice chair of the [National League of Cities](#) (NLC) 2025 Information Technology and Communications Federal Advocacy Committee.

Suggested Disposition: Receive and File

3. Work Session Request: Sustainable Dubuque

City Manager recommending City Council schedule a work session on February 17, 2025, at 5:30 p.m. to get information about the city's greenhouse gas emissions, science-based targets, and specific reduction goals broken down into residential, industrial and municipal targets as we near 2030 and our 50% goal.

Suggested Disposition: Receive and File; Council

4. Work Session Request: Iowa Jobs for America's Graduates (iJAG) City Life Student Presentation to City Council

City Manager recommending City Council schedule a work session on May 5, 2025 at 5:30 p.m. for students from Iowa Jobs for America's Graduates (iJAG) program to present about their experience participating in City Life

Suggested Disposition: Receive and File; Council

COUNCIL MEMBER REPORTS

CLOSED SESSION

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

ADJOURNMENT

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

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

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

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

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE: Eradication of Generational Poverty Day (December 7, 2024)
SUMMARY: On behalf of the Fountain of Youth Program.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation



PROCLAMATION

WHEREAS, the Fountain of Youth Program was founded eight years ago and has planted its roots in the downtown community of Dubuque; and

WHEREAS, the Fountain of Youth Program aims to change mindsets and confront barriers that contribute to systemic poverty; and

WHEREAS, it is the goal of the Fountain of Youth program to eradicate generational and situational poverty from our community; and

WHEREAS, the greatest impact can be made through the joint efforts of community organizations, government, and the residents of the community.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 7TH OF DECEMBER 2024 AS

“ERADICATION OF GENERATIONAL POVERTY DAY”

IN THE CITY OF DUBUQUE, IOWA

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 2nd day of December 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2024: Submitted by Caprice Jones, The Fountain of Youth Program and accepted by Samantha Hastings.

2023: Submitted by Caprice Jones, The Fountain of Youth Program, caprice.jones@foydbq.org, 563.587.8316. Accepted by Sarah Coble.

2022: Submitted and accepted by: Caprice Jones, Fountain of Youth Program, caprice.jones@foydbq.org, 563-587-8316

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE: Minutes and Reports Submitted

SUMMARY: Cable TV Commission of October 23, 2024; City Council Proceedings of November 18, 2024; Community Development Advisory Commission of October 16, 2024; Equity and Human Rights Commission of October 8, 2024; Five Flags Civic Center Advisory Commission of September 9, 2024; Historic Preservation Commission of October 17, 2024; Library Board of Trustees Update of October 24, 2024; Park and Recreation Commission of October 15, 2024; Zoning Advisory Commission of October 2, 2024; Zoning Board of Adjustment of October 24, 2024.

SUGGESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. Cable TV Commission Minutes
2. 11 18 24 City Council Minutes
3. Community Development Advisory Commission Minutes
4. Equity and Human Rights Commission Minutes
5. Five Flags Civic Center Commission Minutes
6. Historic Preservation Commission Minutes
7. Library Board of Trustees Update
8. Park and Recreation Commission Minutes
9. Zoning Advisory Commission Minutes
10. Zoning Board of Adjustment Minutes

APPROVED MINUTES OF CABLE TV COMMISSION MEETING

Oct. 23, 2024

CITY COUNCIL CHAMBERS, 350 W. SIXTH ST.

MEMBERS PRESENT: Jennifer Tigges (Chair), Georgina Guerrero Galvan, Pauline Maloney, Ron Tigges

MEMBERS ABSENT: None

OTHERS PRESENT:

- Randy Gehl, City of Dubuque Public Information Officer
- Felicia Carner, City of Dubuque Multimedia Specialist

JTigges called the meeting to order at 4:03 p.m.

Acceptance of the Agenda

- Upon a motion by Maloney, seconded by Guerrero Galvan, the agenda was accepted by a vote of 4 - 0.

Approval of the Minutes of Feb. 28, 2024, Meeting

- Upon a motion by RTigges, seconded by Maloney, minutes of the Feb. 28, 2024, meeting were approved 4 - 0.

Oath of Office for Commissioner Jennifer Tigges

- JTigges recited and signed her oath of office.

Public Input

- Dubuque resident and Mediacom customer Clete Gartner of 410 Maplewood Dr. addressed the commission regarding his concerns with Mediacom customer services and questions of regulatory oversight of Mediacom. Mr. Gartner detailed his experience with cable service issues and disruptions related to Mediacom's decision to require all customers to have a box for video service. He cited issues with finding phone numbers for service and in-person experiences with Mediacom staff, at his residence and at the Mediacom office. Mr. Gartner also described his communications with the Iowa Utility Board (IUB) and their insistence that the IUB does not have regulatory authority over Mediacom despite the fact that the IUB issued the state franchise to Mediacom to operate in Dubuque. Commissioners sympathized with Mr. Gartner's experience, explained their understanding of the state franchise and regulatory authority and their lack and the City's lack of regulatory authority in the matter, and offered suggestions and phone numbers for future issues with Mediacom service.

PEG Equipment Grant Program Update

- Carner and Gehl introduced and explained their recommended changes to improve the processes related to the PEG Equipment Grant Program, including a review of draft documents detailing those changes.
- Highlights of the recommended changes include the creation of two separate processes, one for community members and one for PEG channel operators. Other details included the conversion of the process to an annual grant cycle for community member applications, a maximum number of grants awarded per year and maximum grant amounts, required minimum amounts of programming for grant recipients, and clarification of equipment eligible through the program and ownership of equipment purchased through the program.
- Significant discussion followed with feedback and suggestions from commissioners. Staff agreed to incorporate feedback and provide revised drafts for commissioner review and consideration of approval at a future meeting. Staff will also ask the City Attorney's Office to review the documents.

PEG Channel Guidelines

- Carner explained the goals of the Dubuque Cable Access Policy and Procedures Guidelines document she developed, based on research and review of policies used by other communities. The document outlines policies and procedures for submission of programming for local PEG channels as well as program content and restrictions, as well as enforcement. Commissioners expressed support for the guidelines. Staff will ask the City Attorney's Office to review and submit a final draft to the commission for their consideration at a future meeting.

PEG Programming Report

- Gehl provided an update on new public access programming received from grant recipients since the February 29, 2024, commission meeting.
- The Dubuque County Historical Society submitted 10 new programs with a total runtime of approximately 123 minutes.
- The Glasshouse, LLC received their equipment at the beginning of March 2024. Since then, they submitted one program with an approximate runtime of 8 minutes. They report they intend to submit another program by November 1.
- Art4Us received their equipment at the beginning of March 2024 and committed to submitting programming by July 1, 2024; however, they have not submitted any programming and have stopped responding to City staff communication requesting updates.

- Gehl said the City expects updated programming from the Dubuque Community School District and Loras College is expected when the City requests the 2024 programming report at the end of the year.

Staff Report

- Carner asked the commission for their support in the initiation of discussions with PEG channel operators regarding developing a formal channel operator agreement and on the future of PEG programming and channels in Dubuque as streaming and video services continue to evolve. Commissioners expressed support for these discussions to begin. Staff will initiate and keep the commission updated.

Adjournment

- Upon a motion by Maloney, seconded by Guerrero Galvan, and 4-0 vote, the meeting adjourned at 5:40 p.m.

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

The Dubuque City Council met in special session at 5:15 p.m. on November 18, 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 Office of Community Impact and the Equitable Fine and Fee Service Program.

WORK SESSION

Introduction to the Office of Community Impact and Review of the Equitable Fine and Fee Service Program

Community Impact Director Antonio Mouzon; AmeriCorps Program Director Sarah Berna; Multicultural Family Center Director LaMetra Murdock; Community Service and Outreach Coordinator Brittney Hayes; and Community Diversion and Prevention Coordinator Miranda Onofre presented on the newly established Office of Community Impact and provided an update on the equitable fines and fees service program. In response to questions, Mouzon shared that the department will provide the next update on the program's implementation during its fiscal year 2026 budget presentation. He also noted that the department is collaborating with non-profits to offer diverse opportunities for program participants and plans to engage directly with neighborhoods for outreach. City Council Members voiced their support for the program and the targeted outreach to the census tract most affected by fines and fees. Mayor Cavanagh recommended that any remaining questions be emailed to Van Milligen due to time limitations.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:28 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on November 18, 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. The 35th Anniversary Of The Dubuque Branch Of The NAACP (2024) was accepted by RRS Stewart On behalf of the Dubuque Branch of the NAACP.

2. Small Business Saturday (November 30, 2024) was accepted by Mayor Cavanagh on behalf of the Small Business Saturday Coalition and the Dubuque Area Chamber of Commerce. Justine Paradiso, of the Dubuque Area Chamber of Commerce, attended virtually, but was unable to accept due to technical difficulties. Paradiso provided comments in the GoToMeeting chat that were read by Breitfelder.

CONSENT ITEMS

Mayor Cavanagh requested Item No. 11 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for No. 11. Seconded by Farber. Motion carried 7-0.

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. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Halanier Holmes for vehicle damage; Jamie Joe Doyle for vehicle damage; Keon Killins 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: Halanier Holmes 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. 363-24 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. Audit Services Recommendation: City Manager recommended 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. Upon motion the documents were received, filed, and approved.

6. Fiscal Year 2024 State Urban Renewal Report: Upon motion the documents were received and filed, and Resolution No. 364-24 Approving The Fiscal Year 2024 Urban Renewal Report For The City Of Dubuque was adopted.

7. Fiscal Year 2024 State of Iowa Annual Financial Report: Upon motion the documents were received, filed, and approved.

8. Fiscal Year 2026 Annual Tax Increment Financing Report: Upon motion the documents were received and filed.

9. Kohl's Department Store, Inc. 2023 & 2024 Property Tax Appeal Stipulation of Settlement Notice: Senior Counsel transmitted 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. Upon motion the documents were received and filed.

10. Sublease by Dubuque Racing Association (DRA): Upon motion the documents were received and filed, and Resolution No. 365-24 Consenting To The Sublease Between The Dubuque Racing Association Ltd. And Pinseekers Dubuque Re, LLC, And Pinseekers Dubuque Operations, LLC was adopted.

11. Contracted Services Agreement - Crescent Community Health Center: Motion by Jones to receive and file the documents and approve the agreement. Seconded by Wethal. Mayor Cavanagh announced his abstention from the vote due to his wife's employment at the center. Mayor Pro Tem Farber called the vote. Motion carried 6-0 with abstention from Cavanagh.

12. Intent to Apply for National Environmental Health Administration – Food and Drug Administration 2025 Track 3 Maintenance and Advancement Base Grant: Upon motion the documents were received, filed, and approved.

13. Proposed Conduit Licensing Authority for Iowa Power & Light/Alliant Energy: City Manager recommended 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. Upon motion the documents were received, filed, and approved.

14. Acceptance 2024 ADA Sidewalk Curb Ramp Project One: Upon motion the documents were received and filed, and Resolution No. 366-24 Accepting The 2024 ADA Sidewalk Curb Ramp Project One And Authorizing Final Payment To The Contractor was adopted.

15. Acceptance 2024 ADA Sidewalk Curb Ramp Project Two - PROJECT 5421000002: Upon motion the documents were received and filed, and Resolution No. 367-24 Accepting The 2024 ADA Sidewalk Curb Ramp Project Two And Authorizing Final Payment To The Contractor was adopted.

16. Acceptance 2024 ADA Sidewalk Curb Ramp Project Three: Upon motion the documents were received and filed, and Resolution No. 368-24 Accepting The 2024 Ada Sidewalk Curb Ramp Project No. 3 And Authorizing Final Payment To The Contractor was adopted.

17. Acceptance 2024 ADA Sidewalk Curb Ramp Project Four: Upon motion the documents were received and filed, and Resolution No. 369-24 Accepting The 2024 ADA Sidewalk Curb Ramp Project No. 4 And Authorizing Final Payment To The Contractor was adopted.

18. Acceptance 2024 Airport ADA Ramp Replacement Project: Upon motion the documents were received and filed, and Resolution No. 370-24 Accepting The 2024 Airport ADA Ramp Replacement Project And Authorizing Final Payment To The Contractor was adopted.

19. Acceptance Bunker Hill Golf Course Sinkhole Remediation Project: Upon motion the documents were received and filed, and Resolution No. 371-24 Accepting The Bunker Hill Golf Course Sinkhole Remediation Project And Authorizing Final Payment To The Contractor was adopted.

20. Maturity Extensions of Water Revenue Capital Loan Notes (Interim Financing) State Revolving Fund Planning and Design Loans: Upon motion the documents were received and filed, and Resolution No. 372-24 Extending the maturity date of the City's Water Revenue Capital Loan Note Anticipation Project Note R-1, Series 2022 was adopted.

21. Progress Update: 3000 Jackson Street, Dubuque Brewing and Malting Building: Upon motion the documents were received and filed.

22. Adoption of Supplement Numbers 2024 S-13 and S-14: Upon motion the documents were received and filed, and Resolution No. 373-24 Adopting Supplement Nos. 2024 S-13 And S-14 To The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

23. Signed Contract(s): Origin Design Co. for the Dubuque Well Fields Fiber 408 Permitting. Upon motion the documents were received and filed.

24. Tobacco Permit Refund Request - United Cigar and Tobacco: Upon motion the documents were received, filed, and approved.

25. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 374-24 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 Sprank. Motion carried 7-0.

1. Resolution Setting Public Hearing on a Proposed Development Agreement with Miller Companies, LLC: Upon motion the documents were received and filed and Resolution No. 375-24 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 Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 2, 2024 in the Historic Federal Building.

2. Resolution Setting Public Hearing on a Proposed Development Agreement with Limestone Legacy, LLC: Upon motion the documents were received and filed and Resolution No. 376-24 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 Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 2, 2024 in the Historic Federal Building.

3. Resolution Setting Public Hearing on a Proposed Development Agreement with 1400 Central, LLC: Upon motion the documents were received and filed and Resolution No. 377-24 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 Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 2, 2024 in the Historic Federal Building.

4. Resolution Setting Public Hearing on a Proposed Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC: Upon motion the documents were received and filed and Resolution No. 378-24 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 2, 2024 in the Historic Federal Building.

5. Resolution Setting a Public Hearing on a Proposed Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.: Upon motion the documents were received and filed and Resolution No. 379-24 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 Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 2, 2024 in the Historic Federal Building.

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: Upon motion the documents were received and filed and Resolution No. 380-24 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 2, 2024 in the Historic Federal Building.

7. Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2024.3: Upon motion the documents were received and filed and Resolution No. 381-24 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 16, 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. Housing Appeals and Mediation Board: One, 3-Year term through January 1, 2027 (Vacant term of Spence). Applicant: Cole Hansen, 408 Burch St. Breitfelder stated that Hansen submitted written input in support of their application.

2. Housing Commission: One, 3-Year term through August 17, 2027 (Vacant term of White). Applicant: Davis Wall, 1710 ½ White St.

3. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2026 (Vacant At Large term of Chamberland). Applicant: David McDermott, 919 Kirkwood St. Breitfelder stated that McDermott submitted written input in support of their application.

PUBLIC HEARINGS

1. Approving a Development Agreement with Dubuque Racing Association, Ltd.: Motion by Jones to receive and file the documents and adopt Resolution No. 382-24 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. Seconded by Sprank. Alex Dixon, 251 Hidden Oaks Ct., President and CEO of Q Casino; and Ryan Ranguette, 1105 Park View Cir., Waunakee, Wi., made a presentation on the proposed PinSeekers facility. City Council Members expressed support for the facility and encouraged more community input on the redevelopment of Schmitt Island. Motion carried 7-0.

2. Iowa Amphitheater on Schmitt Island - Bid Package 2 (Utilities, Paving & Amphitheater Stage): Motion by Sprank to receive and file the documents and adopt Resolution No. 383-24 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). Seconded by Wethal. Responding to a question about desired add-on amenities not included in the base bid estimate, Van Milligen explained that many of these features can be added over time. He noted the project is funded by a Destination Iowa Outdoor Recreation Fund grant, though the full grant amount was not awarded. Additional grants will be pursued to help fund the add-on amenities. Alex Dixon, 251 Hidden Oaks Ct., President and CEO of Q Casino stated that he has advocated to the state for additional funding and prioritized the amenities if additional funding is awarded. He also noted that the project received seven bids and is expected to be cost-effective. City Council Members praised the project and highlighted the importance of certain add-on amenities. Motion carried 7-0.

3. Bunker Hill Irrigation Replacement Project Phase 3 Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 384-24 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Bunker Hill Irrigation Replacement Project Phase 3. Seconded by Wethal. City Council Members highlighted Bunker Hill as a great amenity that generates revenue. Motion carried 7-0.

PUBLIC INPUT

Felicia Carner, 1591 White St., spoke regarding Action Item No. 1, supporting the preferred alternative and emphasizing the need for equitable amenities.

ACTION ITEMS

1. Central Avenue and White Street Corridor Traffic Study Preferred Alternative Engagement Results: Motion by Sprank to receive and file the documents and approve the preferred alternative for the Central Avenue and White Street Corridor Traffic Study as developed by Bolton & Menk. Seconded by Wethal. Bolton & Menk Senior Traffic Engineer Jennifer McCoy made a presentation. City Council Members emphasized that the vote pertained solely to the traffic alternative. Van Milligen explained that once an alternative is confirmed, staff will develop implementation proposals through the budget process. In response to City Council questions, McCoy clarified that the proposed bike lane on White St. would be fully protected from traffic, whereas relocating it to Jackson St. would result in an unprotected lane due to lower traffic volumes. She also noted that trucking businesses had concerns about two-way traffic and lane width and were open to further discussions on establishing a truck route. Addressing questions about the bike lane, Traffic Engineer Justine Hull highlighted the need for additional analysis and community engagement to evaluate the feasibility of placing the bike lane on Jackson St. City Council members expressed support for the chosen alternative and the broader revitalization of the corridor, including features like a bike lane and green spaces. They also emphasized the importance of timely implementation of the updates. Motion carried 7-0.

2. Submission of EPA Grant Application for the Dubuque Community Resilience Hub Project: Motion by Sprank to receive and file the documents and approve a grant application to the U.S. Environmental Protection Agency (EPA)'s Community Change grant program. Seconded by Wethal. Van Milligen confirmed that no match is required for the grant. Director of Strategic Partnerships Teri Goodmann stated that the site would be owned by the Dubuque Dream Center, with Dubuque County and city staff leading site operations during disasters. The Housing and Community Development Department would co-manage the job training program alongside the Dubuque Dream Center. Goodmann noted that the program is currently in the conceptual stage and would be further developed if the grant is awarded. City Council members expressed support for the program and highlighted the value of collaborative partnerships. Motion carried 7-0.

3. GFOA Distinguished Budget Presentation Award: Motion by Roussell to receive and file the notification of the City of Dubuque receiving the Government Finance Officers Association Distinguished Budget Presentation Award for the 19th consecutive year. Seconded by Wethal. City Council Members congratulated city staff and highlighted the transparency demonstrated through the budget process. Motion carried 7-0.

4. 2025 State Legislative Priorities: Motion by Roussell to receive and file the documents and approve the 2025 State Legislative Priorities. Seconded by Sprank. City Council members highlighted the upcoming legislative dinner and emphasized that these priorities reflect the city's key areas for partnership with the state. Motion carried 7-0.

5. Updated Equity and Human Rights Commission Ordinance: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Resnick. Brumwell and Chief of Equity and Human Rights Gisella Aitken-Shadle noted that the commission aimed to update the city code to more accurately represent their activities and guide their priorities effectively. City Council Members voiced their support for the commissioners'

efforts and expressed hope that the amendment would provide greater clarity regarding their responsibilities. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 61-24 Amending City Of Dubuque Code Of Ordinances Title 8 Equity And Human Rights, Chapter 2 Equity And Human Rights Commission. Seconded by Resnick. Motion carried 7-0.

6. Award 2024 SRF Green Alley Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 385-24 Awarding Public Improvement Construction Contract For The 2024 SRF Green Alley Project. Seconded by Sprank. City Council Members emphasized the importance of improving the alleys near Central Avenue as part of the broader effort to revitalize the area. Motion carried 7-0.

7. Award Broadway Sanitary Sewer Improvement Project: Motion by Jones to receive and file the documents and adopt Resolution No. 386-24 Awarding Public Improvement Construction Contract For The Broadway Street Sanitary Sewer Improvement Project. Seconded by Farber. City Engineer Gus Psihoyos stated that the awarded bid amount is 16.33% lower than the estimated cost and noted that receiving seven bids made the process highly competitive. Motion carried 7-0.

8. Eagle Point Water Plant Supervisory Control and Data Acquisition (SCADA) Upgrade Award Construction Contract: Motion by Sprank to receive and file the documents and adopt Resolution No. 387-24 Awarding Public Improvement Construction Contract For The Eagle Point Water Plant Supervisory Control And Data Acquisition (SCADA) Upgrade Project. Seconded by Wethal. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Farber reported on attending the National League of Cities' (NLC) annual conference and the recent publication of NLC's AI Advisory Committee's AI Report and Toolkit.

Council Member Jones reported on attending Dubuque Metropolitan Area Solid Waste Agency (DMASWA) Board meetings and the upcoming public hearing regarding their Customer Convenience Center.

Council Member Roussell reported on touring the Sisters of the Presentation of the Blessed Virgin Mary's campus in honor of their 150th anniversary.

Mayor Cavanagh also reported on NLC's conference and shared that NLC is celebrating its 100th anniversary. Cavanagh also emphasized the importance of local government services and their continued availability, regardless of the changes brought about by federal and state elections.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:39 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 8:57 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:57 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

**MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)**

DATE: Wednesday, October 16, 2024
TIME: 5:30 p.m.
PLACE: Housing and Community Development Department.
350 West 6th Street, Conference Room 250; Dubuque, IA 52001

Chairperson Julie Woodyard called the meeting to order at 5:32 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Dean Boles, Michelle Hinke, Dominique Jeter, Gabriel Mozena and Julie Woodyard.

Commissioners Absent: Renee Kehoe (excused absence).

Staff Present: Mary Bridget Corken-Deutsch and Stacey Weeber

Commissioner Mozena wasn't eligible to vote because he didn't sign his Oath of Office prior to the Commission meeting.

Public Present: None

Chairperson Julie Woodyard left the meeting at 6:32 p.m.

Oaths of Office – Julie Woodyard

Hinke administered the Oath of Office to Julie Woodyard at 5:34 p.m. and both signed.

Certification of Minutes – September 4, 2024

Commissioner Hinke motioned to approve the Minutes for the September 4, 2024, Community Development Advisory Commission Meeting. Commissioner Boles seconded. Motion carried 4-0.

Correspondence/Public Input

There was no public input.

Old Business

a. Lincoln Outdoor Wellness follow up

Corken-Deutsch reported on a memo by Maddy Haverland (Urban Development & Housing Rehabilitation Project Manager). The memo outlines the project summary to date, what worked, and what was difficult during the process. While construction is substantially complete, the project is not yet closed out. Staff will be able to answer additional questions within scope and timeline of the project. There was brief discussion about the project.

New Business

a. Election of Chair

Commissioner Boles motioned to appoint the position of chair to Commissioner Woodyard. Seconded by Hinke. Motioned carried 4-0.

Motion by Commissioner Woodyard to appoint Commissioner Hinke as Vice-chair. Seconded by Boles. Motion carried 4-0.

b. Set Public Hearing for Draft Analysis of Impediments

Corken-Deutsch provided a memo requesting the Community Development Advisory Commission set a public hearing on November 20, 2024, at 5:30pm for the Draft Analysis of Impediments to Fair Housing. The Draft includes impediments to fair housing for the City of Dubuque. The Analysis of Impediments will become part of the City of Dubuque's Consolidated Plan, which is a HUD required document which is in effect for a five-year

**MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)**

period. This public hearing is one way to receive input from the public. Motion by Hinke to set the public hearing for Draft Analysis of Impediments for November 20, 2024 at 5:30 p.m., and authorize staff to publish public notice of public hearing and public comment period 30 days from October 17th-November 17th. Seconded by Boles. Motion carried 4-0.

Reports

a. Housing Commission

Corken-Deutsch stated Kehoe is not here and no current updates. The Commission met in July 2024 and will meet next Tuesday. The Analysis of Impediments will be presented by Corken-Deutsch at the Housing Commission meeting.

b. Resilient Community Advisory Commission

No reports were available. Boles did not bring the meeting minutes which stated the grantees. Boles stated very good proposals brought-but meeting minutes have not been approved yet.

c. Equity and Human Rights Commission

Corken-Deutsch provided the meeting minutes in the packet. There was discussion around new positions filled, expired terms and commission members leaving.

Information Sharing

a) Community input for FY26-FY30 Consolidated Plan

Corken-Deutsch stated a Community Development Block Grant Survey was handed out and there were 441 responses and feedback. Boles complimented the community outreach regarding the survey and focus groups. He also asked if CDBG could help AHNI in the future. Corken-Deutsch said, that is a possibility. Boles wanted a follow up on other funding streams, besides CDBG and within the Housing Department, that support Housing Activities.

b) CDAC-recruiting 3 new members

Corken-Deutsch stated we're recruiting 3 new Commission members and asked the Commission to spread the word. Corken-Deutsch will send the application to the committee to forward on.

c) HUD Certificate of Appreciation-50 years of CDBG

Corken-Deutsch shared the Certificate of Appreciation with the Commission and took a picture of the Commission and Weeber to celebrate 50 years of CDBG as requested by HUD. She will forward the picture onto HUD office.

d) Basically CDBG-Chapter 8-Economic Development Discussion

Corken-Deutsch gave a brief update on Chapter 8- Economic Development and shared about the city's microenterprise program. Hinke and Boles spoke about Brazen and how Brazen utilized CDBG Economic Development funds in the past.

e) Basically CDBG-Chapter 9-Other Eligible Activities

Corken-Deutsch will send a follow up email and document.

Adjournment

There being no further business to come before the Commission, Commissioner Hinke moved to adjourn the meeting. Commissioner Jeter seconded. Motion passed by voice vote. Meeting adjourned at 6:44 p.m.

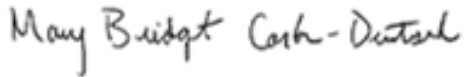
Minutes taken by:

**MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)**



Stacey Weeber
Housing Financial Specialist

Respectfully Submitted:



Mary Bridget Corken-Deutsch
Community Development Specialist

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, Shale*

Minutes approved as corrected: _____



Five Flags Civic Center Advisory Commission Meeting September 9, 2024

COMMISSIONERS PRESENT:	Bryce Parks, Danielle Jacobs, McKenzie Blau
COMMISSIONERS ABSENT:	Rod Bakke, Brenda Christner
STAFF PRESENT:	Aaron Rainey, Nick Farfan, Jesse Cosens, Greg Olson, Bobbie Jost, Ty Bailey
OTHERS PRESENT:	Leisure Services Lead Administrative Assistant Angie Metcalf
CALL TO ORDER:	Parks called the meeting to order.
MINUTES APPROVED:	Commissioner Parks motioned to approve the minutes of March 4, 2024 meeting. Seconded by Blau. Motion passed unanimously.
UPDATE FROM GENERAL MANAGER AARON RAINEY ON BOOKINGS AND EVENTS:	Rainey shared that the events season is about to kick off. The FY 25 booking are looking strong and community events at the holidays are continuing. New events will feature pickleball and a returning favorite, Wags at the Flags. Rainey is working with arena football as a potential event for Five Flags.
UPDATE FROM DIRECTOR OF OPERATIONS AND EVENTS JESSE COSENS:	Roof repairs have been completed. Staff have been working on painting throughout areas of the building and are working on upgrading the old hockey locker rooms as green rooms. Other work has included preparing equipment replacement bids and addressing building issues as they occur.
UPDATE FROM DIRECTOR OF FINANCE GREG OLSON:	Olson reviewed the quarterly financials. FY24 ended at a year to date \$184,596 greater than the budget proposed. Staff worked to control expenses throughout that period. Fourth quarter revenue was strong.
COMMENTS FROM COMMISSIONERS:	Commissioner Jacobs asked about possible grants for the theater repair. Commissioner Parks inquired about the building repairs budget.
ADJOURNMENT:	Commissioner Parks moved to approve future meetings, commissioner Jacobs second the motion. The motion passed unanimously.

NEXT MEETING: December 2, 2024

Meetings for 2025

March 3, 2025

June 2, 2025

September 8, 2025

December 1, 2025

**MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION**

5:30 p.m.

Thursday, October 17, 2024

City Council Chambers, Historic Federal Building

Commissioners Present: Acting Chairperson Janice Esser; Commissioners, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter

Commissioners Excused: None

Commissioners Unexcused: None

Staff Members Present: Chris Happ Olson and Jason Duba

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

ELECTIONS: Staff Member Chris Happ Olson read the memo regarding elections:

At the June 20, 2024 Commission meeting, the Commission elected:

- Thea Dement for her first one-year term as Chairperson, and
- Janice Esser for her first one-year term as Vice-Chairperson.

Unfortunately for the Commission, the City's code required Thea Dement had to step down due to her recent employment with the City of Dubuque, creating a vacancy in the Chair position for the unexpired term.

The powers and duties of the Chairperson are as follows:

- A. Preside at meetings of the Commission;
- B. Call special meetings;
- C. Represent the Commission at City Council meetings;
- D. Establish committees, appoint members thereto, and select the chairpersons thereof;
- E. Sign official documents adopted or approved by the Commission; and
- F. See that all actions for the Commission are properly taken and carried out.

In the event that the Chairperson is absent at a meeting, the Vice-Chairperson shall exercise all the powers and duties of the Chairperson.

At this point, any Commissioner can serve as Chairperson. Any Commissioner can nominate a Chairperson and anyone can serve in the position, including the Vice-Chairperson. Should the Vice-Chairperson be elected to the Chairperson

position, the Commission shall also elect a Vice-Chairperson to fill that unexpired term. Any terms filled will be considered serving a full term. No person can serve more than two (2) consecutive terms in any one office.

Discussion among the Commissioners followed. Chairperson Esser volunteered to continue serving as Chair. Commissioner Gau volunteered to serve as Vice-Chairperson.

Motion by Monk, seconded by Pettitt, to elect Esser as Chairperson and Gau as Vice Chairperson. Motion carried 6-0 by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter; Nay – none.

MINUTES: Motion by Gau, seconded by Monk, to approve the minutes of the September 19, 2024 meeting as submitted. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter. Nay– none.

ACTION ITEMS:

DEMOLITION REVIEW REQUEST

Location: 788 Fenelon Place
Applicant: Peter A. Wyatt
Owner: *same*
Project: Removal of garage and front chimney
District: Fenelon Place Conservation District

Staff Member Happ Olson presented the staff report, explaining the request, describing the property, and referred to historic and contemporary imagery and documents, maps and records. She explained that the structure is contributing to the Fenelon Place National Register District. She noted that the chimney is a defining feature and visible from the public right-of-way. The garage, however, is not original, and its removal would expose a wall of the house. She noted that although the charge of the Commission is demolition only, they can request from the applicant how the exposed wall of the house will be treated.

Peter Wyatt, 108 W. 7th Street, Muscatine, Iowa, property owner and applicant of 788 Fenelon Place explained that he's owned the house for three decades but hasn't done extensive work on it due to budget constraints and living in Muscatine. He's now planning to undertake significant improvement on the property and would like to remove the garage and possibly the chimney. He stated the garage is not very functional for parking cars due to its size, so he would like to remove it and replace it with a new garage or surface parking. He noted that he will be able to reside the wall that would become exposed with shingles from the garage and/or new shingles.

Wyatt stated that he is working with a mason who believes he can repair the chimney in a cost-effective way. He would like to keep it but is still seeking permission to remove it in case it becomes prohibitively expensive to fix it. Commissioner Stuter asked if the chimney leaked, and Wyatt responded no. Wyatt said of the removal of the garage, that he would utilize existing asbestos shingles to match the rear wall which would be exposed as a result of demolition.

Commissioner Monk expressed her view that the chimney should be retained, and the garage could be removed. Commissioner Doyle agreed with this. The Commission consensus was that the removal of the garage would not negatively affect the property.

Motion by Gau, seconded by Monk, to approve the request as submitted for demolition of the garage but require retention of the chimney. Motion carried 6-0 by the following vote: Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter; Nay – none.

DESIGN REVIEW REQUEST

Location: 156 Bluff Street
Applicant: Zephyr Aluminum Products, Inc. (Bruce Timmerman)
Owner: Steve and Robyn McAreavy
Project: Window replacement
District: Cathedral Historic District

Staff Member Happ Olson presented the staff report, explaining the request, describing the property, and referred to historic and contemporary imagery, maps and records. She stated the structure is a contributing building in the Cathedral Historic District. She displayed photos of the windows proposed to be replaced and noted their locations. She explained that the dormer window needs to meet fire code for egress in order to be allowed as a sleeping room, so the applicant is proposing a slider window. She referred to the Architectural Guidelines section on windows.

Bruce Timmerman, Zephyr Aluminum Products, Inc., 555 Huff Street, stated that the glider window sized to fit will help simulate the double hung window look. He shared a drawing of what the window would look like, noting modifications at the vertical meeting rails to simulate a mullion between two windows. The material of the window was discussed, and a sample of the white fiber composite was shared with the commission. Timmerman displayed a sample window of what the rear windows would look like. Commissioners were pleased with the windows proposed, acknowledging the challenge of meeting egress requirements for the dormer. The drawing and samples were distributed and given to staff after examination, and the distribution follows in these minutes:

ZEPHYR ALUMINUM PRODUCTS, INC. 555 Huff Street • P.O. Box 936 DUBUQUE, IOWA 52004-0936 (563) 588-2036 FAX (563) 588-4355	JOB NAME <u>Mc Arceavy</u> CATEGORY <u>156 Bluff St, Dubuque IA</u> BY _____ DATE _____ SHEET NO. _____ SCALE _____
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The diagram shows a rectangular window frame with a central mullion and horizontal sashes. The overall width is dimensioned as $53\frac{3}{4}"$ and the height as $44"$. Inside the frame, a horizontal line is labeled "6" Sightline 3pcs @ 2"". Below this line, a vertical dimension of $2"$ is indicated. Arrows point from the text to the corresponding parts of the window.

ABOVE: distributed by Bruce Timmerman at the meeting to describe the proposed modifications to the front twin window replacement

Owner Robyn McAreavy, 156 Bluff, spoke regarding the project. She stated she loves and wants to retain her front arch top windows and clarified that the rear windows were not arch top, and Happ Olson acknowledged and thanked her for the clarification.

Commissioners discussed the modification and by consensus agreed that it was a good solution to minimizing the change.

Motion by Monk, seconded by Gau, to approve the application as submitted with the amended slider window with wider trim to emulate existing conditions of the mullion. Motion carried 6-0 by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter; Nay – none.

ITEMS FROM PUBLIC: Thea Dement, former commission member, shared the circumstances in which she accepted a position with the City Transit Division and only subsequently learned that she would not be able to remain on the commission. She expressed frustration and disappointment in having to leave the commission and its members. She noted that changes have been made to the City's boards/commission application process and the Clerk noted she would work with Human Resource to modify their application process in hopes that this does not happen to someone else. She stated that she would seek to recruit a new member from the Langworthy District. The Commission thanked her for her service.

ITEMS FROM COMMISSION: None

ITEMS FROM STAFF:

- Unified Development Code (UDC) – Staff Member Happ Olson stated that the UDC update was underway and that the Consultant Camiros would be reaching out in the near future to engage the Commission as stakeholders in the process.
- Ken Kringle Awards – Happ Olson reminded the Commission to be thinking about projects that would be candidates for the awards. Chairperson Esser noted that 1047 Bluff Street would be a good addition. Further discussion about projects in process on Central Avenue commenced.
- Upcoming Events and Presentations
 - Dubuque Area History Expo as part of National Archives Day (Sun. Oct. 20)
 - Alliance of National Heritage Areas conference (Black Heritage Survey)
- Survey Updates –
 - 20th Century Neighborhoods - Happ Olson noted that the surveys had been delayed, but she anticipated them coming to the Commission the next month. She and Commissioner Doyle explained the content and also that the recent outreach on September 25 to the neighborhoods was a success.
 - Black Heritage Survey – Happ Olson noted they are continuing to work with consultant to finish multi-property document form and close out the grant. She noted that earlier that day she spoke at the conference for the National Alliance of Heritage Areas, and it was well received.
- Dubuque Brewing and Malting Update – Happ Olson noted that no progress was known of for the site.

ADJOURNMENT: Motion by Monk, seconded by Pettitt to adjourn the October 17, 2024 Commission meeting. Motion carried 6-0 by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter; Nay – none.

The meeting adjourned at 6:57 p.m.

Respectfully submitted,



Chris Happ Olson, Assistant Planner

November 21, 2024

Adopted

*Carnegie-Stout Public Library
Library Board of Trustees Update
From the Meeting October 24, 2024*

Present: Victor Lieberman, President; Alanda Gregory, Vice President; Andy Bland, Secretary; and Trustees, Greg Gorton, Diann Guns, Christy Monk, and Pam Mullin

- The Board approved library expenditures.
- The Library's new collection of recorded and live author discussions has proved to be very popular. Within its first few months, Author Talks has seen nearly 3,500 views of recorded and live discussions.
- The Bridge to Reading Picture Book Award winner was announced. "I Am Stuck" by Julia Mills is a picture book that deals with tough emotions and ways they can make people feel stuck. The Bridge to Reading Award was originally created at the Carnegie-Stout Public Library and is now a state-wide initiative.
- The Dubuque Area History Expo was held on Sunday, October 20 at Steeple Square from 1- 4 pm. Organizers were hoping for an attendance of about 60 for the first year, and over 100 people were counted as visiting
- The library is loaning a few items to be on display for the Dubuque Museum of Art's Reflections show. One picture, "Gentlemen in Front of Library" has been loaned, as well as 3D printed designs imaged from intricate detail work from the historic shelving behind the 2nd floor Reference Desk.
- Several staff attended the Iowa Library Association Conference in early October. Bailey and Becky presented on their intergenerational programming efforts called BESTIE Club. BESTIE is an acronym for Bonding and Eating Snacks Together is Excellent. This program provides an opportunity for an adult to bring in a teen/tween to eat snacks, do some crafting, and have a bonding opportunity. Maggie presented with a colleague from the Marion Public Library about their successes and experiences with seed libraries at their respective libraries.

September 2024 Highlights	Count
Total Checkouts	36,652
Total Visitors	17,064
Total Program Attendance	2,154
Total Computer/Wi-Fi Use	12,176

Library Board of Trustees



Victor Lieberman, Board President
Alanda Gregory, Vice-President
Andy Bland, Board Secretary
Robert Armstrong
Greg Gorton
Christy Monk
Pam Mullin



Nick Rossman, Library Director

PARK AND RECREATION COMMISSION MEETING
Tuesday, October 15, 2024
JOTC East View Conference Room 2
949 Kerper Blvd., Dubuque, Iowa 52001

PRESENT: Robin Kennicker, Ron Axtell, Jessica Ochoa, Lori Ollendick,
Jennifer Tigges (Virtual), Josh Jorgenson

ABSENT: Jason Henkel

STAFF PRESENT: Dan Kroger, Marie Ware, Jared Charland, and Angie Metcalf

CALL TO ORDER: Tigges called meeting to order at 4:31pm.

MINUTES APPROVED; VOTE:

It was moved by Kennicker, seconded by Axtell, to approve the minutes of the September 10, 2024, meeting. Unanimous.

PUBLIC INPUT:

None

COMPREHENSIVE PLAN RFP REVIEW AND RECOMMENDATION:

Recreation Division Manager Kroger presented the Comprehensive Plan RFP. Ochoa asked if the mission statement would be developed by Leisure Services Staff. Kroger confirmed, yes. He also confirmed that there will be a robust process for community involvement. Kennicker made a motion to approve and recommend Comprehensive Plan RFP. Ochoa seconded. Unanimous.

SCHMITT ISLAND DEVELOPMENT PLAN REVIEW AND RECOMMENDATION:

President & CEO Q Casino, Alex Dixon and Ryan Peterson a consultant with RDG gave a presentation of the Schmitt Island Development plan. The motion by Axtell "We like the plan and the concept and appreciate the presentation. We are not against it, but we feel strongly public input is necessary before we give a recommendation." Kennicker seconded. Unanimous.

MANAGER REPORTS – COMMENTS AND QUESTIONS:

Park Division Manager, Steve Fehsal was not present at the meeting, but did provide a written update on ongoing projects for the parks division:

- Eagle Valley Park, English Ridge Park, Westbrook Park Development: Construction on English Ridge scheduled to start October 7th.

- Jefferson Park wall- Contractor started work September 23rd. Much of the existing wall has been removed. Clean up of trees and debris along eastern side of park is complete. Project is on schedule.
- Welu Playground replacement- Staff is finalizing contract with Vendor to purchase equipment. This most likely will be a spring 2025 project due to timing.

Other Projects and Updates-ongoing

- Staff continues seasonal maintenance including grass mowing, litter control, planter maintenance and restroom and facility maintenance.
- Staff is working to fill a Forestry Technician position.
- Staff is working to fill a Part-time year-round Parks Groundskeeper.
- The “park season” officially ends on October 27th and the campground will also close on October 27th.
- The City was awarded a 1.974 million dollar grant from the National Park Service Outdoor Recreation Legacy Partnership project to complete Phase 2 of Comiskey Park. Staff is working with Saiki Design for final design plans.
- AmeriCorps National Civilian Community Corps(NCCC) assisted with planting 13 trees in the north end neighborhoods for our Branching Out Dubuque campaign.
- Staff has begun working on the FY26 budget recommendation.
- Staff has begun maintenance responsibilities of 897 Central Park.
- Fall flowers have been incorporated into landscaped areas.
- Flora Pool playground has been updated with a tiled rubber surfacing that replaces the sand.
- Staff is working to complete an RFP for a consultant to complete a Comprehensive Master Plan for the Leisure Services Department.

Recreation Division Manager, Dan Kroger, provided an update on ongoing projects in the recreation division:

- Mineshaft project to cap the sink hole at Bunker was completed on Monday.
- The Port of Dubuque Marina’s last day was Sunday, October 13th.
- Adult Softball finished for the year on Monday.
- We have again had a record number of registrants for Adult Volleyball.
- Our new Golf Pro, Nick Stroschein, started a couple weeks ago and the feedback from golfers has been very positive.
- Steve and Dan are currently working on FY26 CIP’s and Operating Budgets.
- Steve and Dan finalized the RFP.
- The new playground surface project started at Flora Pool.
- We have been able to expand our before/after school programs at Lincoln, Marshall and Prescott to accommodate more kids.
- Staff are working to finalize Phase 2 plans for Comiskey.
- Dan worked with Jenny Larson in finance to find a way to fund Phase 3 of the irrigation project which will be going to council in November.

COMMISSION COMMUNICATIONS/QUESTIONS:

None.

ADJOURNMENT:

It was moved by Ochoa, seconded by Ollendick, to adjourn the meeting 6:54 p.m. Unanimous.

**MINUTES
ZONING ADVISORY COMMISSION
REGULAR SESSION**

6:00 p.m.

Wednesday, October 2, 2024

City Council Chambers, Historic Federal Building

Commissioners Present: Chairperson Matt Mulligan; Commission Members Martha Christ, Carrie Lohrmann, Pat Norton, Rich Russell, and Teri Zuccaro

Commissioners Excused: None.

Commissioners Unexcused: None.

Staff Members Present: Shena Moon and Travis Schrobilgen

CALL TO ORDER: The meeting was called to order by Chairperson Mulligan at 6:00 p.m.

MINUTES: Motion by Zuccaro, seconded by Norton, to approve the minutes of the September 4, 2024, meeting. Motion carried by the following vote: Aye – Norton, Russell, Zuccaro, and Mulligan; Nay – none; Abstain – Christ, Lohrmann.

Commissioner Norton recused himself from the next item.

ACTION ITEM/PRELIMINARY PLAT: Application of Chris Miller to approve the Preliminary Plat of Miller North Cascade Road Subdivision (PIN 1504177007, 1504177009, 1504327004, 1504376001, 1504352023, and 1509100003).

Tom Larsen, Buesing & Associates, 1201 Locust Street, spoke on behalf of the applicant. He noted that the proposal is in the County and includes fourteen residential lots and four commercial lots. He said the residential lots will be sold and developed as soon as possible but the commercial lots would be developed in the future. He discussed utilities noting that individual septic will be used and probably three wells with four to six homes on each well. He concluded that the residential lots are large three-to-five acre lots along a 24' wide street with no curb and gutter.

Staff Member Moon detailed the staff report, noting the submitted Preliminary Plat of Miller North Cascade Road Subdivision was in substantial conformance with the Unified Development Code (UDC). She noted that the subject property currently consists of six (6) existing lots with a total of approximately 75 acres of land area. She stated the plat of survey would create a total of fourteen (14) residential lots and four (4) commercial lots, and that each lot proposed will exceed the City's minimum lot area and street

frontage standards. She stated that the plat includes a public utility easement on both sides of the interior street.

Staff Member Moon noted that the preliminary plat receives sustainability credit for reduced pavement width of the street, for compliance with the Dubuque County stormwater management ordinance, and qualifies partially as a Conservation Subdivision. These items total 40 points of sustainability where a minimum of 40 points are required.

Chairperson Mulligan asked how far City water was from the site. Staff replied that an active water main is about 1 mile from the subject property.

Motion by Christ, seconded by Lohrmann, to recommend approval the Preliminary Plat of Miller North Cascade Road Subdivision (PIN 1504177007, 1504177009, 1504327004, 1504376001, 1504352023, and 1509100003) as submitted. Motion carried by the following vote: Aye – Christ, Lohrmann, Russell, Zuccaro, and Mulligan; Nay – none.

Commissioner Norton returned to the meeting.

ACTION ITEM/PLAT OF SURVEY: Application of Paul Merkes to approve the Plat of Survey of Middle Fork Second Addition (PIN 0923400001, 0923400002, 0923476001, and 0923451001).

Dave Schneider, Schneider Land Surveying, 906 1st St NW, Farley, IA 52046, spoke on behalf of the applicant. He described the proposal to reconfigure four lots in order to settle an estate. He said that a couple of the family members are platting off Lot 2 and Lot 4 and auctioning off Lot 1 and Lot 3 along with the parcel to the south across Middle Road.

Staff Member Schrobilgen detailed the staff report. He noted that the submitted Final Plat of Middle Fork Second Addition would create four lots. He said Lot 1 did not have frontage along an approved street and therefore requires the Commission to waive the frontage requirement for Lot 1. He stated that the proposed subdivision was otherwise in substantial conformance with the UDC.

Commissioners had no questions or concerns.

Motion by Russell, seconded by Christ, to recommend approval of the Plat of Survey of Middle Fork Second Addition (PIN 0923400001, 0923400002, 0923476001, and 0923451001) subject to waiving the lot frontage requirement for Lot 1. Motion carried by the following vote: Aye – Christ, Lohrmann, Norton, Russell, Zuccaro, and Mulligan; Nay – none.

PUBLIC HEARING/REZONING: Application of Samantha Wright to rezone property located at 1000 Cedar Cross Road from CS Commercial Service and Wholesale to C-3 General Commercial.

Samantha Wright, 1000 Cedar Cross Road, spoke in favor of the request. She noted that she has a retail store on the property but recently found out that the property was not zoned appropriately. She is asking to remedy that issue. She said there is C-3 zoning across the street and the surrounding area is commercial.

Staff Member Moon detailed the staff report noting that the CS zoning district allows for thirty-nine (39) Principal Permitted Uses and the proposed C-3 zoning district allows for fifty-eight (58) Principal Permitted Uses. She shared a chart which provided a side-by-side summary of the Principal Permitted Uses in both zoning districts and highlighted those that were permitted in both districts. She noted that the future land use for the site is commercial and that it is along a commercial corridor which consists of properties zoned LI Light Industrial, CS Commercial Service and Wholesale, and C-3 General Commercial. She shared that there was a signage complaint regarding temporary signage at the property and through the zoning enforcement process staff realized that the underlying zoning district did not permit the current retail use. She said the rezoning would rectify the use concern and noted that staff did not anticipate any negative impacts regarding rezoning the property to C-3.

Commissioner Mulligan asked how many zoning enforcement officers are within the city. Staff Member Moon noted that there is one and added that enforcement is complaint driven. She explained that the need to rezone the property for retail use was discovered through the zoning enforcement process.

Motion by Lohrmann, seconded by Zuccaro, to recommend approval of the rezoning of 1000 Cedar Cross Road as submitted. Motion carried by the following vote: Aye – Christ, Lohrmann, Norton, Russell, Zuccaro, and Mulligan; Nay – none.

ITEMS FROM PUBLIC: None.

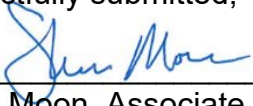
ITEMS FROM COMMISSION: None.

ITEMS FROM STAFF: Staff stated that they would like to know which Commissioners would like to receive a hard copy of the meeting packets and which would prefer to receive an electronic copy only. Staff stated they would check in with each Commissioner after the meeting.

ADJOURNMENT: Motion by Russell, seconded by Mulligan to adjourn the October 2, 2024 Zoning Advisory Commission meeting. Motion carried by the following vote: Aye – Christ, Lohrmann, Norton, Russell, Zuccaro, and Mulligan; Nay – none.

The meeting adjourned at 6:18 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

November 6, 2024

Adopted

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

5:30 p.m.

Thursday, October 24, 2024

City Council Chambers, Historic Federal Building

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

Board Members Excused: Gwen Kosel

Board Members Unexcused: None

Staff Members Present: Shena Moon, Travis Schrobilgen, and Jason Duba

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

MINUTES: Motion by Ahlvin, seconded by Stierman, to approve the minutes of the September 26, 2024 Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Ahlvin, Mauss, Stierman and McCoy; Nay – None.

DOCKET – 28-24: Application of Eelen McDonald Ebling, 1204 Mt. Loretta Avenue, to store two vehicles within front yard setbacks where one vehicle is allowed to be stored and 20' setback is required in an R-1 Single-Family Residential zoning district.

Rodney Baumhover, 1204 Mt. Loretta Avenue, spoke in favor of the request. He explained that he's the caretaker of house and resides there. He stated that he is working on the home, and he'd like to store his cargo trailer on the English Lane parking pad. He said his motorcycle is currently in storage, but he would like to store it on the property during riding season which is from April to October. He stated his truck is normally parked on the street.

There was no public input.

Staff Member Schrobilgen detailed the staff report noting that this case was first heard in August. He reviewed the Board's discussion from that meeting, including their preference for one pad and potential for allowing two vehicles on the pad along English Lane. He then discussed parking, which is allowed, and vehicle storage, which is permitted but with restrictions. He said the proposed storage areas are both within the front yard and only one vehicle is permitted.

The Board expressed concern with allowing vehicle storage on both paved pads but expressed a willingness to allow two vehicles to be stored on the English Lane paved

pad.

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

1. Two vehicles may be stored on the paved pad located along English Lane.
2. Vehicle storage is limited to the paved area located along English Lane as noted in the application materials (approximately 17' wide by 22' deep).
3. No commercial activity may be conducted at the property.

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

DOCKET-35-24: Application of David Krieg, 1896 Marion Street/195 Fremont Avenue to construct a detached garage 20' in height for a total of 2,060 sq. ft. of detached accessory structures where 1,000 sq. ft. and 15' height maximum are permitted in an R-1 Single-Family Residential zoning district.

David Krieg, 195 Fremont Avenue, spoke in favor of the request. He explained that he's seeking to tear down the existing old building and construct a new garage. He stated plans to consolidate the properties as required.

Chairperson McCoy asked the applicant if he was amenable to the conditions of approval suggested in the staff report, namely:

1. That a hard surface driveway be installed from the street to the garage doors.
2. That the subject parcel is consolidated with the 195 Fremont property.
3. That approved materials are utilized for siding and roofing to promote a residential aesthetic.

Krieg confirmed that he was accepting of these suggested conditions.

There was no public input

Staff Member Schrobilgen detailed the staff report noting the proposal is for a 1,760 sq. ft. garage in the location of existing warehouse/office that would be demolished. He noted the garage would meet or exceed the front and side yard setbacks. He reviewed the recommended conditions for approval. He explained that if a single-family home were built on this lot, it could be larger than the proposed garage. He noted that the combined lot would be approximately 57,000 square feet and the request was for 2,060 sq. ft.

Staff noted that a letter of support and a letter of opposition were submitted. The Board then took a minute to review those emails.

Board Member Mauss expressed that the garage would have adequate setbacks and that it appeared to be about the same height as the neighboring barn.

Chairperson McCoy suggested a condition that no commercial activity be allowed.

Board Member Ahlvin noted that the property is large, but the proposed garage appears

out of character for the neighborhood. He also noted that the existing building was out of character as well.

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

1. That a hard surface driveway be installed from the street to the garage doors.
2. That the subject parcel is consolidated with the 195 Fremont Avenue property.
3. The accessory structure shall be finished in residential materials to ensure a residential aesthetic.
4. That no commercial activity shall be allowed in the garage.

Motion carried by the following vote: Aye - Mauss, Stierman, and McCoy; Nay – Ahlvin
Citing Criteria B.

DOCKET-36-24: Application of Alex and Alicia Ellerbeck, 2613 University Avenue to construct a second story addition 0' from the front property line (along Van Buren Avenue) where 10' is required in a C-1 Neighborhood Commercial zoning district.

Alex Ellerbeck, 5670 Clay Ridge Drive, spoke in favor of the request. He explained that after they purchased the building, they found that it needs more renovation than they expected. They've had to demolish the eastern side of building, and in order to recoup their investment, they desire to build a second story above the existing footprint which will contain a residential unit available for rent.

Mary Cass, 2617 Van Buren Street, requested that a traffic study be conducted as she is concerned about traffic.

Staff Member Moon detailed the staff report noting the portion of the second story addition that requires a variance. She said the first floor is legally nonconforming with respect to a front yard setback and can be rebuilt in the same location by-right. However, the second story would be an addition that would increase a nonconformity which requires review and approval. She displayed the proposed building plans. She explained that the site plan has been reviewed by the city's Development Review Team and noted that the traffic engineer did not find a traffic study to be warranted for this project. She explained that the property is still in compliance with previously the approved parking variance and conditional use permit. She stated that this is a unique site and its triangular shape limits development possibilities, which could be considered a unique hardship.

Chairperson McCoy asked for clarification regarding the parking variance and the required proposed addition. Staff Member Moon explained that parking requirements are based on use, and with some reduction of other uses in the building such as the salon, the property is still compliant with the approved parking variance and off-street parking requirements.

Board Member Stierman noted that the Board does not have the authority to require a traffic study and that potential traffic impacts are evaluated as part of the site plan review.

Chairperson McCoy suggested a condition requiring the maintenance of stormwater on the property.

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

1. That stormwater be maintained on the subject property.

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

DOCKET –37-24: Application of Church of the Resurrection, to construct a 5,930 square foot ground mounted solar array totaling 7,440 square feet of detached accessory structures where 100 square feet and 1,000 square feet maximum is permitted in an R-1 Single-Family Residential zoning district.

Melissa Turner, Resurrection Catholic Church, spoke in favor of the request. She explained that they are seeking to construct solar panels to reduce the electricity expense of the church. She noted the location would be where the baseball field is, and there would be a water retention basin in the area noted by the other diagram. She explained that the area north of the baseball field is hilly prairie.

Chairperson McCoy asked if this was the furthest west location for the array. Ms. Turner responded that 27 trees were just planted in the westernmost area.

Chairperson McCoy referred to opposition letters objecting to the size and location of the proposed array. He asked where exactly the trees were planted and if it were possible to move the array closer to the west, away from houses. Ms. Turner noted that one the site diagrams submitted was not accurate and she clarified which site plan was accurate. Using GIS Staff Member Moon estimated the proposed solar array to be located approximately 140' from the eastern property line. Matt Pullen, Eagle Point Solar, stated the array should be located a good distance from the trees to ensure the solar array is not shaded by the trees.

Staff Member Duba detailed the staff report noting the characteristics of the subject property and the surrounding neighborhood. He said the property is zoned as R-1 Single Family Residential. He noted the area of the church property is over 900,000 square feet, yet it is held to the same 100-square foot array size that a residential property of 5,000 square feet is. He noted the proposed array faces south and neighboring homes are to the east. He pointed out this array would generate local electricity, enhancing the sustainability and resilience of the community.

The Board asked about screening along the eastern property line where there are homes. Ms. Turner noted that the church has a 5-year plan for greenspace, and vegetative screening could be included in that.

Board Member Ahlvin indicated that due to the large size of the array, he would like it to be as far west as possible, even if it meant relocating trees. Ms. Turner noted that the

part of the property in question is sloped and may make it more visible to the residences to the east.

Board Member Mauss said he drove along Millstone and referred to imagery showing that most of the houses already have tree screening at their rear property lines, except for a lack of trees at 2507 Millstone, which is where the neighbor in opposition to the project lives. He also agreed that the church property appears to slope as it moves west and agreed that it may actually be more visible in that location.

Staff Member Moon displayed a GIS aerial view with a rectangle the size and shape of the proposed array to show possible locations for the array.

Board Member Mauss asked about the height in the back of the array. Mr. Pullen noted that the array's proposed location on a slope would allow the rear panels to not appear as high.

Chairperson McCoy recommended tabling and requested updated plans that could show what the array would look like in the locations discussed.

The applicants requested to table the request.

Motion by McCoy, seconded by Mauss, to table the request. Motion carried by the following vote: Aye – Ahlvin, Mauss, Stierman, and McCoy; Nay – None.

DOCKET –38-24: Application of Jacob Tilp, 19 Milwaukee Street to conduct vehicle sales on a 9,210 square foot lot where 20,000 square feet of lot area is required.

Jacob Tilp, 2765 Pleasant View Drive, spoke in favor of the request. He explained that he's the owner of Galaxy Auto which is currently located off Cedar Cross Road. He said they're hoping to move here to sell mostly sports cars and motorcycles. He noted the cars for sale would mostly be parked inside the building.

There was no public input.

Staff Member Moon detailed the staff report noting the request to allow vehicle sales, which is an allowed use in a C-3 district, but must be on site totaling a minimum of 20,000 square feet. She noted the property has some area for outdoor display. She explained that the property had been a showroom for appliance sales, so this would be an adaptive reuse and could revitalize the existing structure.

The Board expressed support for the effort and also asked about restricting the number of cars that could be sold outside. There was discussion about the distance between the Central Avenue right-of-way and the building. Staff Member Moon clarified that all display vehicles would have to be on the subject property and not in the right-of-way.

Chairperson McCoy asked about parking requirements and wanted to avoid display

vehicles encroaching onto the Central Avenue right of way. Staff Member Moon stated that the business would need to maintain the required number of parking spaces stipulated by the code based on the number of employees and sales area. Staff roughly estimated at that 6 parking spaces would be required on the site.

Staff Member Schrobilgen explained that vehicle sales businesses also have to get approval from the Iowa Department of Transportation (IDOT). A site diagram showing staff parking, customer parking, and vehicle display area must be submitted to the IDOT and the City. He said that Planning Services issues a zoning letter which the IDOT requires as well. Mr. Tilp described some of the IDOT requirements they will be required to meet. He reiterated that most cars will be displayed inside, and while some cars would be displayed outside, they will be on the subject property and not be an eyesore or block visibility.

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

1. Display vehicles shall not encroach into the public right-of-way.
2. The use must comply with Unified Development Code off-street parking requirements.

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

ITEMS FROM PUBLIC: None

ITEMS FROM BOARD: None

ITEMS FROM STAFF: None

ADJOURNMENT: Motion by McCoy, seconded by Ahlvin, to adjourn the October 24, 2024 Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Ahlvin, Mauss, Stierman and McCoy; Nay – None

The meeting adjourned at 6:48 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

November 21, 2024

Adopted

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Denise Ellison for personal injury; Bryn Kittle for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Denise Ellison
2. Claim by Bryn Kittle

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvmc
Legal
Ryan Kuckey

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: Denise Ellison
2. Address: 1895 Radford Rd #306
City: Dubuque State: Iowa Zip: 52002
3. Telephone Number: 563-564-8021
4. Date of Incident: 10/22/24
5. Time of Incident: 3:45-3:50
6. Location of Incident (Be specific): Radford and Chavenelle Rd

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.)

On the day in question I Denise Ellison, Daidrianna, Dahmani Davion, Daylen and my infant Child Dream Ellison Bared the City bus at 3:45 around 2-11:30 minutes into the bus ride. I felt the driver slammed on his brakes which caused me and my kids to come flying down our seats on to the wall. After the impact, I was dazed and confused. But I can hear Daylen Ellison cry out for me.

8. What were weather conditions like? I'm not for sure of the weather but I know it was Breezy outside
9. Give name and address of any witnesses: We was on the brown bus on pennsylvania at 3:45 it should be cameras on the bus. And the bus driver not sure of his name and also another passenger.
10. Did police investigate? (If so, give names of officers.) Police was there but no one took out info My children's and I was just taking to the ER by the paramedic.
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).

Daylen Ellison, Dahmani Ellison, Denise Ellison 1895 Radford

Rd #306 Daylen hit his head, Dahmani hit her left side of her

body. She lost a tooth and suffered with side and back Pain And

also me Denise I have very bad headaches bad pains on my left shoulder and my left knee still painful to sleep on my

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.)

N/A

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

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

N/A

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

50K

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

Because the incident happened on the bus and the bus is owned by the city

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

N/A

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 22nd day of October, 2024.

Denise Ellison (Signature)

Denise Ellison (Print Name)

(Rev. 9/24)

City Clerk's Office
Dubuque, IA

24 NOV 14 AM 11:47

RECEIVED

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

MVM
Legal
Ryan Knuckey

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: Bryn Kittle
2. Address: 1275 Mt Pleasant St
City: Dubuque State: IA Zip: 52001
3. Telephone Number: 815-509-2139
4. Date of Incident: 11/04/2024
5. Time of Incident: Between 7:30a-5p
6. Location of Incident (Be specific): Spot #160 in 8th & Iowa Parking Ramp

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.)

Substance leaking on to my car that I was unable to remove from getting a car wash or have buffed out

8. What were weather conditions like? Clear
9. Give name and address of any witnesses: _____
10. Did police investigate? (If so, give names of officers.)
No
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
No

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

Damage to the hood and grill of my vehicle. I have been unable to fully remove the substance from my car

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

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

No

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

The cost to remove substance & repair damage to my car

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

Substance is coming from parking ramp

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 8 day of November, 2024.

Bryn Kittle

(Signature)

Bryn Kittle

(Print Name)

(Rev. 5/18)

**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: Jamie Doyle for personal injury and vehicle damage; Denise Ellison for personal injury.

**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: 11/19/2024

RE: Claim Against the City of Dubuque by Jamie Joe Doyle

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Jamie Doyle	11/7/2024	9/12/2024	Personal Injury and Vehicle Damage

This is a claim in which Claimant alleges Claimant's that a City bus pulled out in front of Claimant and struck Claimant while driving Claimant's motorcycle causing personal injury and damage to Claimant's motorcycle.

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

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

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 11/19/2024

RE: Claim Against the City of Dubuque by Denise Ellison

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Denise Ellison	11/14/2024	10/22/2024	Personal Injury

This is a claim in which Claimant alleges Claimant and Claimant's children were injured when a City bus driver "slammed on his breaks" which caused Claimant and children "to come flying down your seats" and "on to the wall after impact".

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

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

**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 12.2.24
2. Resolution_Approving_Expenditures (40)
3. Expenditure Report - Approvals
4. Expenditure Report - 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 25, 2024

Finance is submitting the following expenses to City Council for approval at the December 2, 2024, meeting. Payments on these expenses will be made December 4, 2024.

In addition, Finance is submitting expenses paid since November 20, 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 12-04-2024

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 21.50	Parking Meter Enforcement Employee Uniforms
A & G ELECTRIC COMPANY	155.00	Repaired 2 Lights
A & G ELECTRIC COMPANY	1,296.18	Replace Light/Exit/Emerg Lights & Installed 2 emer
ACCURATE ANALYTICAL TESTING	15.00	541 Loras LHH21 Dust Wipes Shipping
ACCURATE ANALYTICAL TESTING	169.00	1389 W 3rd/ 23E 29th St Dust Wipes
ACCURATE ANALYTICAL TESTING	65.00	324 Lowell LHH21 Dust Wipes
ACCURATE ANALYTICAL TESTING	18.00	782 Glen Oak LHH21 Dust Wipes Shipping
ACCURATE ANALYTICAL TESTING	65.00	165 W 23rd LHH21 Dust Wipes
ACCURATE ANALYTICAL TESTING	45.00	922 Pleasant LHH21 Dust Wipes
ACCURATE ANALYTICAL TESTING	208.00	E 29th EBL & Kniest LHH21 Dust Wipes
ACCURATE ANALYTICAL TESTING	18.00	2509 Lincoln EBL Dust Wipes Shipping
ACCURATE ANALYTICAL TESTING	130.00	1783 Heeb/1165 Cleveland LHH21 Dust Wipes
ACCURATE ANALYTICAL TESTING	130.00	2485 White & 3040 Lemon HH Accurate
Acuren Inspection Inc	903.00	Safety inspection of cranes utilized at WRRRC
ADDOCO INC	1,040.00	MULCH FOR GREENHOUSE AREAS
ADDOCO INC	720.00	MULCH FOR GREENHOUSE AREAS
ADDOCO INC	480.00	MULCH FOR GREENHOUSE AREAS
Advanced Turf Solutions, Inc.	(279.92)	Turf Chemicals
Advanced Turf Solutions, Inc.	1,040.00	Turf Chemicals
AHMANN'S LAWN CARE INC	327.00	Irrigation Service-Repair Water Main
AIRGAS USA LLC	6.16	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	3,374.27	Liquid Oxygen - FY25
AIRGAS USA LLC	2,006.19	Liquid Oxygen - FY25
AIRGAS USA LLC	14.31	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	3,490.29	Liquid Oxygen - FY25
AIRGAS USA LLC	3,361.84	Liquid Oxygen - FY25
AIRGAS USA LLC	3,352.86	Liquid Oxygen - FY25
AIRGAS USA LLC	3,363.22	Liquid Oxygen - FY25
AIRGAS USA LLC	20.36	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	3,269.99	Liquid Oxygen - FY25
AIRGAS USA LLC	3,367.37	Liquid Oxygen - FY25
AIRGAS USA LLC	3,373.58	Liquid Oxygen - FY25
AIRGAS USA LLC	3,303.83	Liquid Oxygen - FY25
AIRGAS USA LLC	3,403.27	Liquid Oxygen - FY25
AIRGAS USA LLC	50.90	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	3,352.17	Liquid Oxygen - FY25
AIRGAS USA LLC	3,392.22	Liquid Oxygen - FY25
AIRGAS USA LLC	2,793.47	Liquid Oxygen - FY25
ALLIANT ENERGY	190.43	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	951.90	Corp Hangar #105 electrical service
ALLIANT ENERGY	88.76	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	155.51	Energy Costs for Various Locations
ALLIANT ENERGY	199.40	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	264.26	Energy Costs for Various Locations
ALLIANT ENERGY	75.76	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	616.48	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	2,299.00	UTILITY EXPENSE - ELECTRICITY
ALLIANT ENERGY	88.05	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	1,729.28	UTILITY EXPENSE - ELECTRICITY
ALLIANT ENERGY	144.54	Energy Costs for Various Locations
ALLIANT ENERGY	45,843.18	Energy Costs for Various Locations
ALLIANT ENERGY	144.60	FY25 Electrical Service for 300 Main, Suite 330
ALTORFER INC	437.00	Equipment Rental
ALTORFER INC	1,908.00	Machine Testing & Inspection
ALTORFER INC	1,944.00	Full Engine Serv Inspection & Testing
ALTORFER INC	3,105.00	unit 3509 service
Antonio Mouzon	180.00	Travel Reimbursement
AREA RESIDENTIAL CARE	118.73	FY2025 Franchise Fees

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
AREA RESIDENTIAL CARE	26.43	FY2025 Franchise Fees
AT&T Mobility National Accounts, LLC	13.16	AT&T FirstNet - 7/5/24-7/28/24
AT&T Mobility National Accounts, LLC	16.91	AT&T FirstNet - 7/29/24-8/28/24
AT&T Mobility National Accounts, LLC	597.97	AT&T FirstNet - 8/29/24-9/28/24
AT&T Mobility National Accounts, LLC	4,021.75	AT&T FirstNet - 9/29/24-10/28/24
AV FUEL	35.00	Avfuel hub online POS
Axon Enterprise, Inc.	5,691.78	BODY CAMERAS AND LICENSE
BANKERS ADVERTISING CO	716.20	2025 EAGLE POINT PARK SEASON PASSES
BARKER FINANCIAL LLC	8,297.65	TIF Fall Nov 2024/FY25
Bauer Built Inc	561.40	Bus Tire Repairs Gillig #2500
Bauer Built Inc	561.40	Bus Tire Repairs Gillig #2680
Bauer Built Inc	561.40	Bus Tire Repairs Gillig #2681
Bauer Built Inc	561.40	Bus Tire Repairs Gillig #2695
Bauer Built Inc	384.00	Bus Tire Repairs Gillig #2684
Bauer Built Inc	384.00	Bus Tire Repairs Gillig #2693-correction
Bel Aire Rental Inc.	300.00	Stanchions - Chrome 3Ft High 8' Extended
BELLEVUE SAND AND GRAVEL	284.80	Golf Course Top Sand
BELLEVUE SAND AND GRAVEL	286.24	Golf Course Top Sand
Benavate, Inc.	60,400.00	Purchase of Neighborly Software
BERNARD COMMUNICATIONS COMPANY	99.95	Public & Private Wireless Service
BLACK HILLS/IOWA GAS UTILITY CO	36.52	FY25: 1805 Central Ave Suite 2 - Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	56.78	FY25: 1157 Central Ave - MFC Building Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	482.57	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	104.22	FY25: 1101 Central Ave - Colts Building Natural Ga
BLACK HILLS/IOWA GAS UTILITY CO	1,254.23	FY25: 305 W. 6th St - Federal Building Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	80.52	FY25: 1300 Main St - City Annex Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	117.74	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	60.63	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	117.05	FY25: 1805 Central Ave Suite 1 - Natural Gas
BLACKHAWK AUTOMATIC SPRINKLERS INC	618.00	Annual Sprinkler Inspection
Brandon Avenarius	410.00	Lobo Ln - Detention Basin Maint
Brittney Hayes	37.72	Mileage Reimbursement
BURNS & MCDONNELL ENGINEERING CO	3,500.00	Relocate Taxiway Alpha Construction Phase 4 Ind Fe
CARADCO LANDLORD LLC	64,022.07	TIF Fall Nov 2024/FY25
CARMAC MANAGEMENT INC	8,236.95	TIF Fall Nov 2024/FY25
CINTAS CORP	58.53	Cleaning Supplies / Mats - Intermodal facility
CINTAS CORP	48.12	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	88.11	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	57.78	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	54.48	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	60.00	Cleaning Supplies / Mats - Intermodal facility
CINTAS CORP	194.11	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	193.69	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	259.87	Rugs/Towels for the WRRC-FY25
CINTAS CORP	35.00	Janitorial Supplies- BHGC
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 FIRST AID & SAFETY	95.40	FIRST AIDE CABINET RESTOCKED
City of Dubuque	921.09	SD Grant-Microgreen System-GRC OVG
CLARKE UNIVERSITY	274.12	FY2025 Franchise Fees
CLARKE UNIVERSITY	2,890.80	FY2025 Franchise Fees
Cody Walen	103.25	IAWEA conf travel reimbursement
COMMUNICATIONS ENGINEERING CO	3,043.84	Network equipment for Mt. Caramel Site
COMMUNICATIONS ENGINEERING CO	3,304.20	Network equipment for Airport1 site.
COMMUNICATIONS ENGINEERING CO	3,392.54	Network equipment for Airport2 site.
COMMUNICATIONS ENGINEERING CO	2,783.29	ParkHill Network Equipment
Connor Mosele	40.00	Basketball Referee
Connor Mosele	75.00	Basketball Referee
CONSTELLATION NEW ENERGY GAS DIV	404.18	Dubuque City Garage C&I Service for Sept 2024
CONSTELLATION NEW ENERGY GAS DIV	157.42	FY25: 50 W. 13th St - City Hall Natural Gas

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CONSTELLATION NEW ENERGY GAS DIV	111.47	2401 Central Ave C&I OCT BHE Transp Chrg
CONVIVIUM URBAN FARMSTEAD	420.00	Convivium Urban Farmstead_FY24 Agreement_USDA Gran
CORI L BURBACH	899.53	10/25/24 CB Alliance for Innovation Vision Council
Corrpro Companies, Inc.	4,284.00	BBranch RR Culverts Cathodic Inspection
Cottingham & Butler Insurance Services Inc	2,917.00	Ongoing Consulting payments 10-1-24 to 10-1-25
D & D CONCRETE INC	4,907.70	curb and gutter replacement CB Locust St
DAVE HINZ CONSTRUCTION INC	368.21	Equipment Maintenance
DELTA DENTAL OF IOWA	12,356.38	FY25 Delta Dental - December 2024
Derrick Johnson	40.00	Basketball Referee
Derrick Johnson	90.00	Basketball Referee
Derrick Johnson	75.00	Basketball Referee
DIETZ ENTERPRISES LLC	2,130.08	2024 Concrete in the Public ROW - Dietz
DIETZ ENTERPRISES LLC	2,243.52	1765 Lawndale Curb/Gutter
DIETZ ENTERPRISES LLC	2,499.96	2024 Concrete in the Public ROW - Dietz
DIETZ ENTERPRISES LLC	5,568.60	2024 Concrete in the Public ROW - Dietz
DIETZ ENTERPRISES LLC	6,319.12	ADA Ramp Replacement
Digitech Computer LLC	10,148.59	Ambulance Billing Cash Receipts
Dinges Partners Group	75,000.00	20 Sets of Turn Out Gear
DITTMER RECYCLING INC	1.00	Landfill- Late Fee 10/04/24
DITTMER RECYCLING INC	75.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DITTMER RECYCLING INC	75.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DITTMER RECYCLING INC	51.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
Dubuque Bikes, Inc.	368.00	Bike Coop Award for Youth Climate Action Fund
DUBUQUE COUNTY E911 BOARD	90.78	Radio Access Fee
DUBUQUE COUNTY E911 BOARD	453.90	Emergency Radio Access Fees - CMO, CC & PIO
DUBUQUE COUNTY E911 BOARD	1,089.36	Access Fees E911 Parking
DUBUQUE COUNTY E911 BOARD	181.56	EDAS Access Fees - 2nd Qtr FY25
DUBUQUE COUNTY E911 BOARD	3,358.86	Access Fees E911
DUBUQUE COUNTY FIRE ASSOCIATION	466,676.00	Training Burn Tower Improvements
DUBUQUE COUNTY RECORDER	67.00	recording expenses
DUBUQUE COUNTY RECORDER	12.00	Official Receipt 2024-00010272
DUBUQUE COUNTY RECORDER	32.00	Recording Fee Tschiggfrie Deed
DUBUQUE HOSE & HYDRAULICS	19.40	unit 3241 compression connector
DUBUQUE HOSE & HYDRAULICS	12.95	unit 3411 bolts, washers, nuts
DUBUQUE SIGN COMPANY	7.50	YELLOW DECAL FOR EQUIPMENT
Duluth Trading Company	163,210.13	TIF Fall Nov 2024/FY25
DUPACO COMMUNITY CREDIT UNION	122,435.14	TIF Fall Nov 2024/FY25
EUROFINS ENV TESTING NORTH CENTRAL	219.35	NPDES - 10/30/24
EUROFINS ENV TESTING NORTH CENTRAL	239.35	NPDES - 11/06/24
FEDEX	29.52	Shipping to FBO customer
FEHR-GRAHAM & ASSOCIATES LLC	1,446.00	Tamarack Sanitary Sewer Extension
FOTH INFRASTRUCTURE & ENVIRO LLC	5,716.03	Relocate Taxiway Alpha Construction Engineering
FOTH INFRASTRUCTURE & ENVIRO LLC	42,631.60	Reconstruct GA Apron Const Phase Engineering
FOTH INFRASTRUCTURE & ENVIRO LLC	6,219.01	Relocate Taxiway A Construction Phase 3
FRANKLIN INVESTMENTS LLC	10,147.41	TIF Fall Nov 2024/FY25
G & R TREE SERVICE INC	3,800.00	TREE REMOVAL
Gardens of Dubuque LLC	16,444.04	TIF Fall Nov 2024/FY25
Garsite Progress LLC	781.40	LL1 truck parts
Gavin Sarvis	40.00	Basketball Referee
Gavin Sarvis	150.00	Basketball Referee
GDIB	300.00	SPECIAL EVENT REFUND SE24-082
GEISLER BROTHERS COMPANY	157.00	Lab Rooftop Unit not functioning
GEISLER BROTHERS COMPANY	351.00	Troubleshoot AC problems in Bld #70 MCC
GEISLER BROTHERS COMPANY	2,530.97	Bld# 45 - Rooftop Air Conditioner Repair
GEISLER BROTHERS COMPANY	2,385.00	Bld #20 MCC Air Conditioner Repair
GIESE MANUFACTURING CO INC	27,096.59	TIF Fall Nov 2024/FY25
GIESE ROOFING COMPANY	9,108.00	City Hall Annex Roof Replacement Project
GILLIG LLC	340.63	unit 2693 relay valve
GILLIG LLC	110.50	stock filters
GILLIG LLC	160.68	SENSOR,LEVEL FOZMULA S288/204
GOODYEAR TIRE & RUBBER	2,685.92	Goodyear Tires October 24

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
GRAINGER INC	2,422.37	Lift for SRE Bld for jib crane
GRAYMONT WESTERN LIME INC	5,212.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,252.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GREEN INDUSTRIAL PROPERTIES LLC	50,879.39	TIF Fall Nov 2024/FY25
Haley D Francke	279.50	Travel Reimbursement
HANLEY AUTO BODY INC	485.00	unit 2619 prep and paint door
HAWKINS INC	6,572.20	Sodium Hypochlorite - Bulk order
HDR ENGINEERING INC	9,782.50	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	11,213.75	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	17,113.33	Sanitary Sewer Asset Mgmt Plan
Heartland Business Systems, LLC	5,000.00	Heartland HBS Flex
HJD LANDLORD LLC	132,065.76	TIF Fall Nov 2024/FY25
HORMEL FOODS CORPORATION	129,651.16	TIF Fall Nov 2024/FY25
Howmedica Osteonics Corp	15,850.80	3 Year Procure Maintenance Agreement on Powerloads
HOYNE LANDSCAPING & SNOW PLOWING	325.00	BLACK DIRT TO EPP
I & S Group, Inc.	1,170.00	Prof Svcs - Pretreatment Program Assistance
INTERSTATE PIPE & SUPPLY	28.40	Pipe hangers for Centrate Piping - Bld #75
IOWA ASSOCIATION BUILDING OFFICIALS	495.00	2025 IABO Membership Renewal
IOWA COMMUNITIES ASSURANCE POOL	20,000.00	FY25 Damage Claims
IOWA COMMUNITIES ASSURANCE POOL	1,090.51	FY25 Damage Claims
IOWA DEPARTMENT OF PUBLIC SAFETY	2,865.00	2nd Quarter Iowa System Oct-Dec 2024
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPT OF NATURAL RESOURCES	648.10	Blum Scrap Yard/Recycling: 1-1-24 to 6-30-24
IOWA GOLF ASSOCIATION	50.00	GOLF HANDICAP FEES
IOWA NAHRO	175.00	Iowa Chapter of NAHRO 2025 Membership
Iowa Office of the State Archaeologist	268.00	Search of Iowa Site File-Ev Charging Stations
IPS Grou Inc	725.00	Intermodal Kiosk Freight Charges
J & R SUPPLY COMPANY	1,480.00	CORP, CURB STOPS AND TAPS @ WONDER WOOD GARDENS
J & R SUPPLY COMPANY	2,130.00	TAP MATERIALS FOR WONDER WOOD GARDENS
J & R SUPPLY COMPANY	1,284.00	BIT FOR TAPPING MACHINE - LARGE TAPS
J & R SUPPLY COMPANY	1,850.00	CORPS & CURB STOPS-WONDER WOOD GARDEN TAPS
J & R SUPPLY COMPANY	2,921.00	VALVE BOX RISERS FOR ASPHALT OVERLAY PROJECT
J & R SUPPLY COMPANY	18.00	Parts to repair roof drain in Bld #10
J & R SUPPLY COMPANY	1,795.00	LARGE TAP MATERIAL - EMRI APARTMENTS
J & R SUPPLY COMPANY	2,200.00	VALVES FOR TAPS AND REPLACEMENTS
J & R SUPPLY COMPANY	2,375.00	VALVE BOX ADAPTERS, STAINLESS STEEL BOLTS
Jeffrey R Manders	39,074.42	TIF Fall Nov 2024/FY25
JESSICA M GEORGE-RETHWISCH	462.16	Per Diem CMCP Training
JHTD PLAZA LLC	4,688.54	TIF Fall Nov 2024/FY25
JOHN A KIRK	103.25	IAWEA conf travel reimbursement
JOHNSON CONTROLS FIRE PROTECTION	6,393.23	City Hall - Fire Alarm Inspection & Service
JUSTINE HULL	85.00	Travel Reimb: IA Traffic & Safety Forum/IA ITE Mtg
KELLY ANN DAVIS	32.00	Davis Per Diem 2024 IowaAce
KENNETH J& NED A OBERBROECKLING	1,475.32	TIF Fall Nov 2024/FY25
KILBURG EQUIPMENT LLC	284.62	unit 3417 valve
KINTZINGER LAW FIRM PLC	1,100.00	Dubuque Human Rights Commission # 4543 Review
KLUESNER CONSTRUCTION INC	60.00	Scrap steel from DMASWA to Alter 11/11/24
Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 07/29/24
Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 08/05/24
Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 08/12/24
Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 06/04/24
Kluesner Sanitation LLC	120.00	Scrap steel from DMASWA to Alter 7/01/24 & 7/09/24
KRAEMERS WATER STORE INC	39.25	Bottled Water Service for the Landfill
KRUSER SEPTIC SERVICE INC	2,205.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	285.00	728 Wilson-Inspect Line
KRUSER SEPTIC SERVICE INC	17,134.50	FY25 - Lift Station Maintenance
KRUSER SEPTIC SERVICE INC	255.00	FY25 - Lift Station Maintenance
KRUSER SEPTIC SERVICE INC	550.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	365.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Lake Assault Boats, LLC	85,416.00	Landing Craft Style Fire Boat
LESLEIN TRUCKING	15,731.70	FY2025 BLANKET PO - SLUDGE HAULING SERVICES
MACQUEEN EQUIPMENT GROUP	551.01	Shadow Pull-On Fire Boot; Size 11.5W
MARQUETTE HALL LLC	4,489.97	TIF Fall Nov 2024/FY25
MARTIN EQUIPMENT OF IL INC	240.16	unit 3453 bracket
MARTIN EQUIPMENT OF IL INC	190.80	unit 3453 wiper blades
MARTIN EQUIPMENT OF IL INC	743.35	unit 3480 drive shaft
MARTIN EQUIPMENT OF IL INC	2,150.00	EXCAVATOR BUCKET FOR MINI EXCAVATOR
MARTIN EQUIPMENT OF IL INC	2,068.54	Brush kit for skidloader
MARTIN EQUIPMENT OF IL INC	185.06	unit 3453 fittings and hose
Martin Fitzpatrick	160.00	Travel Reimbursement to Attend Iowa EMS Conference
Matthew Dressler	39,400.00	1403 Rhomberg LHH21 Construction
Maussco, LLC	1,465.00	874 S. Grandview OAHMP Maussco
MAX SMITH CONSTRUCTION	17,452.40	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	250.00	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	3,262.00	ADA Ramp Replacement
MCDERMOTT EXCAVATING	708.40	Emergency Signal Repair-9th & Bluff
MCGRATH AUTOMOTIVE GROUP INC	78.35	unit 2603 seal
MEDLINE INDUSTRIES, LP	190,177.40	TIF Fall Nov 2024/FY25
MENARDS LUMBER CO	89.97	BATTERIES FOR SMOKE DETECTORS AT REMOTE STATIONS
MERGENT INC	204.00	2024 Harris IA Manuf. Directory
MET X LLC	87,214.75	TIF Fall Nov 2024/FY25
MH LOGISTICS CORP	706.77	floor scrubber parts
MH LOGISTICS CORP	323.01	floor scrubber parts
MICHAEL D BELMONT	3,318.66	Reimbursement for trip to Long Beach CA
Michelle Kim	845.81	10/19/24 MK USDN Mtg_Minneapolis MN
MID AMERICAN SIGNAL INC	16,467.00	Expanse XP-21 System
MIDWEST ALARM SERVICES INC	1,125.00	JOTC Fire Extinguishers
MIDWEST ALARM SERVICES INC	270.00	Locust Ramp Service Call
MIKE FINNIN FORD LLC	630.01	unit 2619 hinges and door assy
MILLWORK HOTEL ASSOCIATES LLC	1,950.39	1403 Rhomberg LHH21 Relocation 2
Mint Green Group USA	842.65	STAFF UNIFORMS
MOBOTREX INC	2,895.00	15: Pelco Bases
MOHN SURVEYING INC	1,335.00	Riverfront Bathometric Survey
MOHN SURVEYING INC	1,770.00	Riverfront Bathometric Survey
MOHN SURVEYING INC	10,950.00	Riverfront Bathometric Survey
MOLO PETROLEUM LLC	2,058.45	Landfill fluids- Guardol and Megaflow Bulk
MORRISON BROTHERS CO	98.56	unit 3453 blade pins
MORRISON BROTHERS CO	573.26	LF post for truck reader
MSA PROFESSIONAL SERVICES INC	3,750.00	Analysis of Impediments to Fair Housing
MTI DISTRIBUTING INC	242.11	OSMAC ADAPTER CABLE
MTI DISTRIBUTING INC	82.00	OSMAC ADAPTER CABLE
MTI DISTRIBUTING INC	752.00	DECODER AND CORE CHARGE
MTI DISTRIBUTING INC	(734.78)	CREDIT
MTI DISTRIBUTING INC	16.88	DECODER AND CORE CHARGE
MULGREW OIL COMPANY	851.31	Unleaded Fuel- BHGC
MUNICIPAL PIPE TOOL CO LLC	2,308.10	camera repair unit 2711
NETWORK COMPUTER SOLUTIONS	175.00	Helped Dan with Scala system and server licensing
NICHOLAS EDWARDS, MD	3,333.33	EMS Director Yearly Salary for EMS Support
NICHOLS CONTROLS & SUPPLY	34.68	Thermostat for GUH-35-01 and plant stock
NIELAND REFRIGERATION	1,791.43	NEW CAN COOLER FOR BHGC SNACK BAR
OFFICE DEPOT	96.34	Office supplies
OPG-3	615.00	laserfiche auto redaction workflow
O'REILLY AUTOMOTIVE INC	(37.00)	unit 2617 brackted cal & core charge
O'REILLY AUTOMOTIVE INC	13.05	stock heater hose
O'REILLY AUTOMOTIVE INC	430.89	unit 3409 batteries
ORIGIN DESIGN CO	3,095.00	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj
ORIGIN DESIGN CO	5,860.10	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj
ORIGIN DESIGN CO	11,202.62	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj
ORIGIN DESIGN CO	11,255.75	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
ORIGIN DESIGN CO	13,666.17	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ORKIN LLC	75.00	FY25 PEST CONTROL INTERMODAL
O'TOOLE OFFICE SUPPLY COMPANY	320.00	Three Hole Punch
OVERHEAD DOOR COMPANY	691.00	ST2-Overhead Door Maitenance
OVERHEAD DOOR COMPANY	107.00	ST2-Overhead Door Maintenance
Patrick Quarnstrom	90.00	Basketball Referee
PER MAR SECURITY SERVICES	226.65	FY25: Federal Building - Monitoring Services
PETDATA	3,422.60	Pet Data Fees 2025
Peterbilt of Wisconsin	371.92	stock brake shoe kits
PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
PRAIRIE FARMS	8,052.15	TIF Fall Nov 2024/FY25
RAM SERVICES LLC	100.00	2432 Queen HH RAM pretest
RAM SERVICES LLC	100.00	900 Garfield HH RAM pretest
RAM SERVICES LLC	100.00	1377 N Booth LHH21 Radon Testing
RAM SERVICES LLC	1,040.00	4235 Peru HH RAM Radon Install
RAM SERVICES LLC	100.00	2155 Carter HH RAM pretest
RAM SERVICES LLC	100.00	2750.5 Washington LHH21 Radon Testing
RBP Chemical Technology Inc	2,321.94	Citric Acid for the WRRC
RICHARD F BIECHLER	6,353.27	Fire Station Generators
RITE HITE	68,495.52	TIF Fall Nov 2024/FY25
ROASTING SOLUTIONS LLC	34,770.87	TIF Fall Nov 2024/FY25
ROBERT G WRIGHT JR	650.00	2714 Washington HH Wright
ROBERT G WRIGHT JR	3,250.00	1365 Loras LHH21 Construction 4
ROSHEK PROPERTY LLC	245,639.66	TIF Fall Nov 2024/FY25
ROUSSELOT INC	7,492.58	TIF Fall Nov 2024/FY25
SADLER POWER TRAIN INC	171.27	unit 2693 valve
SADLER POWER TRAIN INC	43.62	unit 3417 brake parts
SADLER POWER TRAIN INC	33.45	unit 3241 pressure valve
SADLER POWER TRAIN INC	39.02	stock quick release valve
SADLER POWER TRAIN INC	147.35	unit 1916 torque rod
SADLER POWER TRAIN INC	107.48	unit 3208 carrier center bearing
SAINT MARK YOUTH ENRICHMENT	2,500.00	SD Grant-Apples for Students-St. Marks Youth Enric
SAMUEL J JANECKE	160.00	Travel Reimbursement to Attend Iowa EMS Conference
SCHLICHTMANN MACHINE & DESIGN, INC	400.00	Welding for spacer flange for S Scum Pump
SCHLICHTMANN MACHINE & DESIGN, INC	150.00	Welding for spacer flange for S Scum Pump
SCHMITZ JANITORIAL SUPPLY	112.25	Squeegees for the lab & operators
SCOTT A COULSON	360.00	DOG PARK FENCE REPAIRS
SELCO INC	575.00	TRAFFIC CONTROL SIGNS FOR TREE CREW
SHAMROCK JEWELERS	280.00	Fire Badges and Collar Pins
SHERWIN INDUSTRIES INC	389.76	Bowmonk recalibration
SIMMONS PET FOOD INC	207,941.22	TIF Fall Nov 2024/FY25
SIMON FIRE EQUIPMENT & REPAIR INC	847.69	FD units 1910/1916/1922 repair
SIMON FIRE EQUIPMENT & REPAIR INC	171.73	FD units 1910/1916/1922 repair
SIMON FIRE EQUIPMENT & REPAIR INC	799.90	FD units 1910/1916/1922 repair
SIMON FIRE EQUIPMENT & REPAIR INC	84.85	FD units 1910/1916/1922 repair
SIMON FIRE EQUIPMENT & REPAIR INC	96.72	FD units 1910/1916/1922 repair
SKYLINE TRUCKING & STORAGE INC	180.00	SOIL FOR STUMP BACK FILL
SKYLINE TRUCKING & STORAGE INC	90.00	SOIL FOR STUMP BACK FILL
SPAHN & ROSE LUMBER	63,543.14	TIF Fall Nov 2024/FY25
SPECIAL MARKETS INSURANCE CONSULTAN	2,580.95	AmeriCorps October Health Insurance
SPECIAL OLYMPICS IOWA	300.00	SPECIAL EVENT REFUND SE24-116
SPX CORPORATION	26,967.19	Genfare SPX Link Hosting 7/1/24-6/30/25
SPX CORPORATION	169.40	Genfare Mobile Ticketing
STAR EQUIPMENT LTD	177.70	wand valve
STEEL MART	40.64	unit 130005 aluminum part
STRAND ASSOCIATES INC	2,286.96	PROFESSIONAL SERVICES-5 FLAGS
STRAND ASSOCIATES INC	4,086.16	WRRC SCADA Assistance-Tsk 24-06, 1154-053
STRAND ASSOCIATES INC	3,600.00	WTP & Water Dist.Sys SCADA Upgrade
STRAND ASSOCIATES INC	4,870.79	WELL NO. 11 SOURCE WATER
STRAND ASSOCIATES INC	1,839.82	WRRC Drying Pad & Cost to Treat Analysis
STRAND ASSOCIATES INC	3,609.04	WRRC Roadmap-Single Shift Operations/SCADA Review
STRAND ASSOCIATES INC	13,281.81	Granger Creek Pumping Station Design

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
STRAND ASSOCIATES INC	18,085.86	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	2,804.66	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	247.57	Fire Station 5 & 6
STRAND ASSOCIATES INC	18,746.30	Schmitt Island Sanitary Project
TAYLOR MADE GOLF	163.93	PRO SHOP SPECIALTY ITEMS
TAYLOR MADE GOLF	188.47	PRO SHOP SPECIALTY ITEMS
TAYLOR MADE GOLF	101.50	PRO SHOP SPECIALTY ITEMS
TELEGRAPH HERALD	1,639.89	Oct 23 - Feb 24 Claims/Revenue Publication
TERRY-DURIN COMPANY	306,240.00	Fiber Cable to Install Fiber Duct
TERRY-DURIN COMPANY	13,005.00	7 Way 16/12mm, 18ga tracer, 4500' reel
TERRY-DURIN COMPANY	26,215.00	Fiber Duct Purchase Package w/County
TERRY-DURIN COMPANY	7,490.00	Fiber Duct Purchase Package w/County
THE FISCHER COMPANIES	4,500.35	TIF Fall Nov 2024/FY25
THE IOWA LAW REVIEW	55.00	Iowa Law Review Volume 110
THE LOCKSMITH EXPRESS	300.00	LOCK/KEY-TREE CREW
THE LOCKSMITH EXPRESS	28.50	MSC and padlock keys
THEISENS INC	80.00	Parking Uniform shoes
THOMPSON TIRE & RETREAD	248.00	unit 2698 wheel/tire svc
THOMPSON TIRE & RETREAD	38.00	unit 2565 tire repair
THOMPSON TIRE & RETREAD	2,980.00	stock tires
THOMPSON TIRE & RETREAD	1,202.88	unit 3413 wheel/tire svc
THOMPSON TIRE & RETREAD	867.40	unit 3401 tire/wheel svc
THOMPSON TIRE & RETREAD	875.40	unit 3409 tire/wheel svc
THOMPSON TIRE & RETREAD	867.40	unit 3416 tire/wheel svc
THOMPSON TIRE & RETREAD	2,345.76	unit 3404 tire/wheel svc
THOMPSON TIRE & RETREAD	1,062.88	unit 3411 wheel/tire svc
THOMPSON TRUCK & TRAILER INC	237.72	unit 2704 power pump
THREE AMIGOS LLC	6,119.27	TIF Fall Nov 2024/FY25
THREE RIVERS FS INC	282.00	60.000 LB SPECTRA LUBE RED GREASE #2 TUBE
THREE RIVERS FS INC	65.48	stock LP gas fill
TIMOTHY L SPECHT	400.00	1689 Washington LHH21 Change Order 2
TRAVIS F SMITH	8,492.50	FY25 Lawn Care Services
TRICON CONSTRUCTION GROUP	99,593.89	Granger Creek Lift Station Improvements
TRUGREEN LIMITED PARTNERSHIP	50.06	FY25: Fed Bldg - Lawn Care Services
TSCHIGGFRIE EXCAVATING	3,631.56	EMERGENCY VALVE REPLACEMENT FOR BRIDGE REPLACEMENT
TSCHIGGFRIE EXCAVATING	7,490.40	Bee Branch Trail Phase 1 Project
TURPIN DODGE OF DUBUQUE LLC	525.75	unit 1915 sensor
UNITED CIGAR & TOBACCO AND/OR WALID RAMADAN	50.00	TOBACCO REFUND DBQ2025-74
UNIVERSITY OF DUBUQUE	300.00	SPECIAL EVENT REFUND SE24-117
UNIVERSITY OF NORTHERN IOWA	5,000.00	3 AmeriCorps Members
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data
VISU-SEWER INC	25,155.00	Clean/Inspect Storm Sewer on the Island-Amph. Proj
VRBAN FIRE PROTECTION INC	1,672.00	Five Year and Annual inspection Port Ramp
Walker Consultants, Inc.	1,600.00	Parking Equipment Design
WELU PRINTING COMPANY	513.20	Window Envelopes for Backflow Letters, Bulk Water
WELU PRINTING COMPANY	209.94	Regular Envelopes
WELU PRINTING COMPANY	3,477.29	LEAD SERVICE LINE DNR LETTERS
WILMING INVESTMENT COMPANY	35,271.99	TIF Fall Nov 2024/FY25
	<u>\$ 3,721,871.09</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
250500021	11/19/2024	3C PAYMENT USA CORP	\$ 121.00	FY25 PARK ACH FEES
250100002	11/19/2024	7G DISTRIBUTING LLC	362.25	Alcohol Charges for Bunker Hill
1011731	11/27/2024	ACCURATE ANALYTICAL TESTING	104.00	1467 White LHH21 Dust Wipes 11/14
1011748	11/27/2024	ADVANTAGE SHEET METAL INC	487.25	SERVICE CALL 2241 LINCOLN AVE
1011748	11/27/2024	ADVANTAGE SHEET METAL INC	105.00	3rd Floor - Boiler in Alarm
1011673	11/27/2024	AHLERS & COONEY PC	522.00	IPC Solar Lease in DICW
1011673	11/27/2024	AHLERS & COONEY PC	108.00	Kineth Hotels GDTIF
1011673	11/27/2024	AHLERS & COONEY PC	1,173.00	Professional Services 9/15/24
1011673	11/27/2024	AHLERS & COONEY PC	29.50	Sageville Annexation
1011673	11/27/2024	AHLERS & COONEY PC	162.00	GDTIF Professional Services
1011673	11/27/2024	AHLERS & COONEY PC	437.00	Professional Services 8/15/24
1011673	11/27/2024	AHLERS & COONEY PC	54.00	DICW Theisen
1011673	11/27/2024	AHLERS & COONEY PC	407.00	MVM Meeting
1011673	11/27/2024	AHLERS & COONEY PC	1,593.00	Professional Services Environmental
515706	11/27/2024	ALL SEASONS HEATING & COOLING	412.88	Hangar 87 tube heater repair
1011719	11/27/2024	ALLENDER BUTZKE ENGINEERS INC	4,250.00	Terminal Street Pump Station-GeoTech Explor
515708	11/27/2024	ALLIANT ENERGY	24.63	Energy Costs for Various Locations
515707	11/27/2024	ALLIANT ENERGY	428.92	Energy Costs for Various Locations
515708	11/27/2024	ALLIANT ENERGY	65.34	Energy Costs for Various Locations
515708	11/27/2024	ALLIANT ENERGY	13.77	Energy Costs for Various Locations
515707	11/27/2024	ALLIANT ENERGY	103.75	Energy Costs for Various Locations
515707	11/27/2024	ALLIANT ENERGY	532.45	Energy Costs for Various Locations
515707	11/27/2024	ALLIANT ENERGY	102.78	Energy Costs for Various Locations
515707	11/27/2024	ALLIANT ENERGY	133.73	Energy Costs for Various Locations
515707	11/27/2024	ALLIANT ENERGY	368.11	FY25 Electrical Service for 300 Main, Suite 330
515707	11/27/2024	ALLIANT ENERGY	3,610.92	FY25: 50 W. 13th St - City Hall Electricity
515707	11/27/2024	ALLIANT ENERGY	4,010.39	FY25: 305 W. 6th St - Federal Building Electricity
515707	11/27/2024	ALLIANT ENERGY	1,717.79	FY25: 1157 Central Ave - MFC Building Electricity
515707	11/27/2024	ALLIANT ENERGY	2,009.59	FY25: 1300 Main St - City Annex Electricity
515707	11/27/2024	ALLIANT ENERGY	142.68	FY25: W. 5th Restrooms Electricity
515707	11/27/2024	ALLIANT ENERGY	291.58	FY25: 1805 Central Ave-Old Engine House-LB/HSE/LA
515707	11/27/2024	ALLIANT ENERGY	515.91	FY25: 1805 Central Ave-Old Engine House-LB/HSE/LA
515708	11/27/2024	ALLIANT ENERGY	29.67	ELECTRIC BILLS FOR FY25
515707	11/27/2024	ALLIANT ENERGY	14,227.25	WRRRC Electrical Expense - FY25
515707	11/27/2024	ALLIANT ENERGY	16,676.91	WRRRC Electrical Expense - FY25
515707	11/27/2024	ALLIANT ENERGY	535.19	FBO Jet Center Bld lower level
515708	11/27/2024	ALLIANT ENERGY	44.68	A Lites, T-Hangars 11 - 16 electrical service
515708	11/27/2024	ALLIANT ENERGY	23.95	T-hangar #36 electrical
515707	11/27/2024	ALLIANT ENERGY	239.82	Quonset Hangar Electrical
515708	11/27/2024	ALLIANT ENERGY	36.47	H lites, T-Hangars 61 - 68 electrical service
515708	11/27/2024	ALLIANT ENERGY	33.69	C Lites, T-Hangars 31 - 38 electrical service
515707	11/27/2024	ALLIANT ENERGY	259.79	Flight Ops Bld electrical service
515708	11/27/2024	ALLIANT ENERGY	29.36	Dmarc Bld electrical service
515707	11/27/2024	ALLIANT ENERGY	8,611.81	ALLIANT 4392701000 Ramps/Lots FY25
515707	11/27/2024	ALLIANT ENERGY	258.51	Alliant 1477501000 5th Bell Lot FY25
515707	11/27/2024	ALLIANT ENERGY	192.80	Admin, Jet Center Bld electrical service
515708	11/27/2024	ALLIANT ENERGY	14.42	Self Fueler electrical service
515708	11/27/2024	ALLIANT ENERGY	90.48	Parking Lot Lites electrical service
515707	11/27/2024	ALLIANT ENERGY	155.05	SRE Bld electrical service
515708	11/27/2024	ALLIANT ENERGY	41.12	B Lites, T-Hangars 21 - 28 electrical service
515707	11/27/2024	ALLIANT ENERGY	1,311.87	ARFF Bld electrical service
515707	11/27/2024	ALLIANT ENERGY	158.29	Corp Hangar #88 electrical service
515707	11/27/2024	ALLIANT ENERGY	159.80	Old County Garage electrical service
515733	11/27/2024	AREA RESIDENTIAL CARE	102.72	FY2025 Franchise Fees
515733	11/27/2024	AREA RESIDENTIAL CARE	102.59	FY2025 Franchise Fees
515733	11/27/2024	AREA RESIDENTIAL CARE	28.90	FY2025 Franchise Fees
515733	11/27/2024	AREA RESIDENTIAL CARE	29.49	FY2025 Franchise Fees
1011675	11/27/2024	AV FUEL	20,118.42	Aviation fuel for resale
1011675	11/27/2024	AV FUEL	19,709.97	Aviation fuel for resale
1011667	11/20/2024	B G BRECKE INC	120.80	MFC-Repair Lock & Lochinvar Boiler
1011676	11/27/2024	BAKER & TAYLOR CO BOOKS	747.42	Library materials for the adult collection
1011676	11/27/2024	BAKER & TAYLOR CO BOOKS	1,415.73	Library materials for the adult collection
1011666	11/20/2024	BARD MATERIALS CENTRAL	301.13	Various Concrete Products
1011666	11/20/2024	BARD MATERIALS CENTRAL	421.80	Various Concrete Products
1011666	11/20/2024	BARD MATERIALS CENTRAL	80.45	Various Concrete Products
1011666	11/20/2024	BARD MATERIALS CENTRAL	743.60	Various Concrete Products
1011666	11/20/2024	BARD MATERIALS CENTRAL	663.15	Various Concrete Products
1011666	11/20/2024	BARD MATERIALS CENTRAL	1,126.30	Various Concrete Products
1011666	11/20/2024	BARD MATERIALS CENTRAL	582.70	Various Concrete Products
1011666	11/20/2024	BARD MATERIALS CENTRAL	1,367.65	Various Concrete Products
1011666	11/20/2024	BARD MATERIALS CENTRAL	2,426.47	Flood Wall Repair W24
1011761	11/27/2024	BARD MATERIALS CENTRAL	381.58	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	743.60	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	502.25	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	759.60	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	4,585.65	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	888.30	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	421.80	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	843.60	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	421.80	Various Concrete Products

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1011761	11/27/2024	BARD MATERIALS CENTRAL	594.70	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	904.50	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	1,354.30	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	502.25	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	2,493.95	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	421.80	Various Concrete Products
1011761	11/27/2024	BARD MATERIALS CENTRAL	824.05	Various Concrete Products
1011708	11/27/2024	BENJAMIN J POTHOFF	745.12	Reimbursement for trip to Long Beach CA
1011650	11/20/2024	BIECHLER ELECTRIC INC	373.11	Biechler- Addition of Receptacle in Fiber Cabinet
1011650	11/20/2024	BIECHLER ELECTRIC INC	299.65	ST6-Install New Drop Cord
1011749	11/27/2024	BIECHLER ELECTRIC INC	410.71	Air Methods door opener repair
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	111.24	FY25 Gas Service for 300 Main, Suite 330
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	30.28	514 Angella St - Black Hills Energy (City Owned)
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	FY2025 BLANKET PO - GAS COSTS
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	43.48	FY2025 BLANKET PO - GAS COSTS
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	40.32	FY2025 BLANKET PO - GAS COSTS
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	37.17	FY2025 BLANKET PO - GAS COSTS
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	228.76	NATURAL GAS FOR FY25
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	75.87	NATURAL GAS FOR FY25
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	73.32	NATURAL GAS FOR FY25
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	64.43	NATURAL GAS FOR FY25
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	NATURAL GAS FOR FY25
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	75.12	Flight Ops Bld natural gas service
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	427.34	Hangar 105 natural gas service
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	49.82	Corp Hangar #88 natural gas service
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	80.22	SRE Bld natural gas service
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	81.45	ARFF/Maint Bld natural gas service
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	65.03	FBO Office natural gas service
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	101.12	Terminal building natural gas service
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	52.33	Admin, Jet Center Bld natural gas service
1011674	11/27/2024	BLACK HILLS/IOWA GAS UTILITY CO	65.63	FBO Hangar natural gas service
1011678	11/27/2024	BLACKSTONE AUDIO BOOKS	293.49	Adult CD Audio Books 7/1/24 to 6/30/25
1011678	11/27/2024	BLACKSTONE AUDIO BOOKS	47.91	Adult CD Audio Books 7/1/24 to 6/30/25
250500022	11/19/2024	BLUEFIN PAYMENT SYSTEMS LLC	156.15	Monthly Fees
250500023	11/19/2024	BLUEFIN PAYMENT SYSTEMS LLC	988.28	Monthly Fees
515746	11/27/2024	Bradley M Cavanagh	262.64	10/26/24 Mileage reimbursement to Mayor-Des Moines
515709	11/27/2024	BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
1011747	11/27/2024	Camiros, Ltd	3,140.00	2024-11-19 Camiros 10-1 to 10-30-2024
1011747	11/27/2024	Camiros, Ltd	6,604.47	2024-11-19 Camiros 9-1 to 9-30-24
1011765	11/27/2024	CAPITAL SANITARY	183.69	Janitorial Supplies
1011671	11/20/2024	CAPITAL SANITARY	221.60	ST5-Janitorial Supplies
1011671	11/20/2024	CAPITAL SANITARY	44.84	Janitorial Supplies - Intermodal
1011671	11/20/2024	CAPITAL SANITARY	244.00	Janitorial Supplies - JOTC building
1011765	11/27/2024	CAPITAL SANITARY	126.96	Janitorial supplies for Water Plant
1011765	11/27/2024	CAPITAL SANITARY	205.30	HDQ-Janitorial Supplies
1011765	11/27/2024	CAPITAL SANITARY	470.96	Janitorial Supplies - JOTC building
1011765	11/27/2024	CAPITAL SANITARY	100.14	Janitorial Supplies - JOTC building
1011765	11/27/2024	CAPITAL SANITARY	104.34	Janitorial Supplies - Intermodal
1011684	11/27/2024	CENGAGE LEARNING INC	702.16	Adult large print books - materials
1011725	11/27/2024	CHAMBER DEVELOPMENT LLC	5,164.21	FY25 Taxes/Insurance for 300 Main, Suite 330
1011725	11/27/2024	CHAMBER DEVELOPMENT LLC	2,223.58	FY25 Rent for 300 Main, Suite 330
1011725	11/27/2024	CHAMBER DEVELOPMENT LLC	2,223.58	FY25 Rent for 300 Main, Suite 330
1011679	11/27/2024	CHEMSEARCH	189.95	LF PREMALUBE RED AEROSOL, DZ, NAC MM
1011680	11/27/2024	CINTAS CORP	395.86	Various Maintenance - FY25
1011680	11/27/2024	CINTAS CORP	730.54	Various Maintenance - FY25
1011680	11/27/2024	CINTAS CORP	52.24	Various Maintenance - FY25
1011680	11/27/2024	CINTAS CORP	17.22	Various Maintenance - FY25
1011680	11/27/2024	CINTAS CORP	730.54	Various Maintenance - FY25
1011680	11/27/2024	CINTAS CORP	52.24	Various Maintenance - FY25
1011680	11/27/2024	CINTAS CORP	17.22	Various Maintenance - FY25
1011680	11/27/2024	CINTAS CORP	35.00	Janitorial Supplies- BHGC
1011739	11/27/2024	City of Dubuque	1,080.70	REIMBURSEMENT FOR FOOD TRUCK
515710	11/27/2024	COLONIAL TERRACE ANIMAL HOSPITAL	214.05	Prof vet services
1011670	11/20/2024	COMTEC INTERNET SERVICES	126.45	COMTEC INTERNET SERVICE FY25
515736	11/27/2024	COMMUNITY INCORPORATED	399.00	Denver Air Marketing - New service ORD-DBQ
1011710	11/27/2024	CREDITRON CORPORATION	6,535.89	Maintenance & License
1011710	11/27/2024	CREDITRON CORPORATION	1,023.52	Maintenance & License
1011651	11/20/2024	CRESCENT ELECTRIC	1,238.70	Five Flags Ramp LED
1011750	11/27/2024	CRESCENT ELECTRIC	40,590.00	15: Valmont Light Posts
1011750	11/27/2024	CRESCENT ELECTRIC	8,695.00	5: Sternberg Heads
515742	11/27/2024	CURT'S SIGNATURE SIGN	1,105.00	9.50inx3.50 in Arlon DPF 6700
1011737	11/27/2024	David B Welsh	391.00	IACP Conference Boston
1011681	11/27/2024	DELTA DENTAL OF IOWA	997.51	FY25 Delta Dental - October 2024
515743	11/27/2024	DIETZ ENTERPRISES LLC	2,030.00	2515 Marywood HH Dietz
515743	11/27/2024	DIETZ ENTERPRISES LLC	6,204.00	708 Ries HH Dietz
515743	11/27/2024	DIETZ ENTERPRISES LLC	785.00	22 Collins HH Dietz
1011712	11/27/2024	DITTMER RECYCLING INC	12,337.41	Landfill haul charges/inbound recycle 11012024
515753	11/27/2024	DOWNTOWN DOLLARS	300.00	FARMERS MKT REFUND 001
515752	11/27/2024	Downtown Neighborhood Association of Dubuque	1,437.13	DTNA Halloween Party - 10/19
515711	11/27/2024	DUBUQUE COMMUNITY SCHOOL DIST	583,531.45	Dub Community Schools FY2024 Agreement #2

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
515734	11/27/2024	DUBUQUE COUNTY CONSERVATION BOARD	3,500.00	Illegal Dumping Enforcement Dues: July- Sept 2024
515735	11/27/2024	DUBUQUE COUNTY E911 BOARD	90.78	AC 911 Access Fee
515735	11/27/2024	DUBUQUE COUNTY E911 BOARD	90.78	FY25 Radio System Fee
515735	11/27/2024	DUBUQUE COUNTY E911 BOARD	1,906.38	FY2025 BLANKET PO - MONTHLY EDACS ACCESS FEE
515735	11/27/2024	DUBUQUE COUNTY E911 BOARD	3,358.86	EMERGENCY RADIO SYSTEM ACCESS FEE-PARKS
515712	11/27/2024	DUBUQUE COUNTY SHERIFF	131.00	Sheriff Services for October 2024
1011652	11/20/2024	DUBUQUE FIRE EQUIPMENT INC	32.00	Recharge 5# Dry Chemical Fire Extinguisher
1011751	11/27/2024	DUBUQUE FIRE EQUIPMENT INC	81.60	unit 1907 bracket
1011682	11/27/2024	DUBUQUE HOSE & HYDRAULICS	35.65	unit 3401 reducer, tee, elbow
1011682	11/27/2024	DUBUQUE HOSE & HYDRAULICS	30.24	stock nipples
1011682	11/27/2024	DUBUQUE HOSE & HYDRAULICS	294.84	Parts for terminal deice tank hoses and fuel farm
1011682	11/27/2024	DUBUQUE HOSE & HYDRAULICS	175.44	Parts for Blower 10
515754	11/27/2024	DUBUQUE RACING ASSOCIATION LTD	300.00	SPECIAL EVENT REFUND SE24-043
1011730	11/27/2024	DUNCAN AVIATION INC	202.25	Recalibration for deicing tools
1011738	11/27/2024	Dyersville Area Chamber of Commerce	225.00	2025 Annual membership dues
1011653	11/20/2024	ED M FELD EQUIPMENT CO INC	87.90	Hose Fitting Items
1011653	11/20/2024	ED M FELD EQUIPMENT CO INC	58.00	Hose Fitting Items
1011752	11/27/2024	ED M FELD EQUIPMENT CO INC	467.00	Adapter 5" Storz lock
515755	11/27/2024	EMILY SEWELL	300.00	SPECIAL EVENT REFUND SE24-119
515740	11/27/2024	EMPLOYEE & FAMILY RESOURCES INC	100.00	Training for staff
515740	11/27/2024	EMPLOYEE & FAMILY RESOURCES INC	862.50	Training for staff on 10/22/2024
1011718	11/27/2024	EXPRESS EMPLOYMENT PROFESSIONALS	2,569.60	I389-Sanitation Workers 11/03/24
515732	11/27/2024	FARMITEK	2,247.00	USDA Grant H2H Ed Courses
515713	11/27/2024	FEDEX	19.56	Shipping of FBO deicing calibration tools
250500013	11/19/2024	FIRST DATA CORPORATION	87.90	First Data Mystique Charges
250500014	11/19/2024	FIRST DATA CORPORATION	69.90	First Data Mystique Charges
1011723	11/27/2024	GOVERNMENTJOBS.COM	14,176.84	Subscription fee for Neogov Insight
1011685	11/27/2024	HDR ENGINEERING INC	2,840.36	FY2025 Annual Services
1011685	11/27/2024	HDR ENGINEERING INC	3,753.91	PFAS Pilot HDR Task Order #21
1011685	11/27/2024	HDR ENGINEERING INC	10,023.24	DMASWA TO 20 - Horiz Exp Permitting
1011685	11/27/2024	HDR ENGINEERING INC	4,777.80	FY2025 Annual Services
1011762	11/27/2024	HEIMAN INC	69.81	unit 1921 7 position key pad
1011686	11/27/2024	HILLCREST FAMILY SERVICES INC	76.63	FY2025 Franchise Fees
1011686	11/27/2024	HILLCREST FAMILY SERVICES INC	277.96	FY2025 Franchise Fees
1011713	11/27/2024	HILLS & DALES CHILD DEVELOPMENT	63.96	FY2025 Franchise Fees
1011713	11/27/2024	HILLS & DALES CHILD DEVELOPMENT	470.42	FY2025 Franchise Fees
1011744	11/27/2024	HM Life Insurance Company	76,897.06	Stop Loss Insurance - November 2024
1011687	11/27/2024	HODGE COMPANY	8,392.84	Dec Lease Payment chavenelle
515716	11/27/2024	HOLY FAMILY CATHOLIC SCHOOLS	1,502.31	FY2025 Franchise Fees
515716	11/27/2024	HOLY FAMILY CATHOLIC SCHOOLS	82.11	FY2025 Franchise Fees
515751	11/27/2024	Home Lab Restorations	13,915.00	389 Glen Oak HH Home Lab Restorations
1011732	11/27/2024	IMWCA	16,113.47	TPA 411 Payment - September 2024
1011732	11/27/2024	IMWCA	12,971.00	Audit Premium Adjustment - 2023 - 2024
1011720	11/27/2024	INGRAM LIBRARY SERVICES INC.	336.21	Children's books for collection for patrons
1011720	11/27/2024	INGRAM LIBRARY SERVICES INC.	436.70	Teen Young Adult Print Materials for collection
1011720	11/27/2024	INGRAM LIBRARY SERVICES INC.	1,485.97	Library books for adult collection for patrons
1011714	11/27/2024	INTELIUS SCREENING SOLUTIONS LLC	393.54	FY25 Background Checks - Octobe4r 2024
250500018	11/19/2024	IOWA BEVERAGE SYSTEMS INC	83.50	Alcohol Purchases - Recreation
515727	11/27/2024	IOWA COMMUNITIES ASSURANCE POOL	1,718.75	FY25 Damage Claims
515727	11/27/2024	IOWA COMMUNITIES ASSURANCE POOL	1,264.56	FY25 Damage Claims
515727	11/27/2024	IOWA COMMUNITIES ASSURANCE POOL	1,492.00	FY25 Damage Claims
515727	11/27/2024	IOWA COMMUNITIES ASSURANCE POOL	8,975.77	FY25 Damage Claims
515717	11/27/2024	IOWA DEPT OF TRANSPORTATION	120.00	LSteger - PCC Level 1 Recert
515718	11/27/2024	IOWA FINANCE AUTHORITY	1,468.25	IFA Loan Payment 11/15/2024
1011724	11/27/2024	IOWA NATURAL HERITAGE FOUNDATION	25.00	Iowa Natural Heritage Magazine Fall 2024 - Fall 20
515748	11/27/2024	Iowa Office of the State Archaeologist	134.00	2265 Kaufmann HH UofI Isite
1011746	11/27/2024	Iowa Public Radio, Inc.	117.00	Denver Air Marketing - New service ORD-DBQ
1011746	11/27/2024	Iowa Public Radio, Inc.	468.00	Denver Air Marketing - New service ORD-DBQ
250500024	11/27/2024	IOWA WORKFORCE DEVELOPMENT	7,368.00	Unemployment benefits paid and charged - 9/30/24
1011689	11/27/2024	J & R SUPPLY COMPANY	1,460.00	Grandview Bridge Project- Bolt Down Ring and Cover
515756	11/27/2024	JACK SABERS	50.00	SPECIAL EVENT REFUND SE24-124
515714	11/27/2024	JAMES J GRAVES	40.00	Decals for Vehicles (2 of each) 7" White
1011716	11/27/2024	JOEL C CROSS	136.00	Per Diem Iow Crisis Negotiators
1011691	11/27/2024	JOSEPH A MESSERICH	391.00	Per Diem IACP Conference Boston
515757	11/27/2024	JUBECK NEW WORLD BREWING LLC	300.00	FARMERS MKT REFUND 003
1011726	11/27/2024	JUSTIN J DURA	356.50	Per Diem ILEA Precision Driving
515758	11/27/2024	KENNEDY MALL	50.00	SPECIAL EVENT REFUND SE24-044
1011727	11/27/2024	KENNETH M MILLER	448.00	SWANA WasteCon Leadership 10/21-10/24/2024
1011728	11/27/2024	KILBURG EQUIPMENT LLC	238.95	stock pins, bushings
1011728	11/27/2024	KILBURG EQUIPMENT LLC	105.37	unit 3411 OIL PRESSURE
515715	11/27/2024	KIM A HERRIG	394.00	FY25 Custodial Services for 300 Main, Suite 330
515715	11/27/2024	KIM A HERRIG	492.50	FY25 Custodial Services for 300 Main, Suite 330
1011741	11/27/2024	Kluesner Sanitation LLC	910.00	Delivery of Skid loader and 30yd roll off containe
1011741	11/27/2024	Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 10/31/24
1011654	11/20/2024	KONE INC	2,474.00	FY24 Ramp Elevator Maintenance
1011654	11/20/2024	KONE INC	200.00	Elevator Maintenance - FY25
515750	11/27/2024	Kyle Rains	514.39	Cleveland Park NA Block Party
515719	11/27/2024	LAMAR TEXAS LIMITED PARTNERSHIP	630.00	Denver Air Conn Marketing - New service ORD-DBQ
1011740	11/27/2024	Lansing Brothers Construction Co Inc	1,940.00	2850 Illinois pool deconstruction
515759	11/27/2024	LITTLE PLATTE CATHOLIC WORKER FARM LLC	50.00	SPECIAL EVENT REFUND SE24-104
515720	11/27/2024	LORAS COLLEGE	3,768.03	FY2025 Franchise Fees

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515720	11/27/2024	LORAS COLLEGE	99.79	FY2025 Franchise Fees
515760	11/27/2024	MANDY MILLER	300.00	SPECIAL EVENT REFUND SE24-105
1011655	11/20/2024	MAQUOKETA VALLEY ELECTRIC COOP	61.63	Energy Costs
1011655	11/20/2024	MAQUOKETA VALLEY ELECTRIC COOP	461.14	FY2025 BLANKET PO - ELECTRICITY COSTS
1011655	11/20/2024	MAQUOKETA VALLEY ELECTRIC COOP	246.91	FY2025 BLANKET PO - ELECTRICITY COSTS
1011655	11/20/2024	MAQUOKETA VALLEY ELECTRIC COOP	1,667.87	Energy Costs
1011655	11/20/2024	MAQUOKETA VALLEY ELECTRIC COOP	80.00	Energy Costs
1011655	11/20/2024	MAQUOKETA VALLEY ELECTRIC COOP	83.85	Energy Costs
1011655	11/20/2024	MAQUOKETA VALLEY ELECTRIC COOP	42.41	Obstruction lite electrical #2
1011655	11/20/2024	MAQUOKETA VALLEY ELECTRIC COOP	42.16	Obstruction lite electrical
1011655	11/20/2024	MAQUOKETA VALLEY ELECTRIC COOP	90.67	Airport Ent Rd & GA Sign electrical
1011655	11/20/2024	MAQUOKETA VALLEY ELECTRIC COOP	2,705.14	Terminal Building electrical
1011655	11/20/2024	MAQUOKETA VALLEY ELECTRIC COOP	521.37	Airfield lighting electrical
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	475.71	FY2025 BLANKET PO - ELECTRICITY COSTS
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	70.88	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	45.41	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	65.54	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	125.73	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	59.36	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	62.45	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	57.98	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	44.37	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	52.42	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	325.01	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	360.01	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	55.86	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	46.89	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	45.18	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	69.39	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	69.13	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	72.58	Energy Costs
1011753	11/27/2024	MAQUOKETA VALLEY ELECTRIC COOP	83.85	Electrical Svc - Airport Lift Station - FY25
515721	11/27/2024	MARTIN EQUIPMENT OF IL INC	31.62	unit 3471 cap
1011745	11/27/2024	Matrix Consulting Group, LTD	12,371.00	Fleet Maintenance Operations Assessment
515745	11/27/2024	Maussco, LLC	2,575.00	874 S. Grandview HH Maussco
1011736	11/27/2024	MAV RESTORATIONS LLC	17,850.00	1467 White LHH21 Construction
515741	11/27/2024	MCGRATH AUTOMOTIVE GROUP INC	(13.05)	Unit 4903 Gasket and seal
515741	11/27/2024	MCGRATH AUTOMOTIVE GROUP INC	14.10	unit 2614 retainer
515722	11/27/2024	MEDICAL ASSOCIATES	218.48	Respiratory Physical for Fire Employee
515722	11/27/2024	MEDICAL ASSOCIATES	6,374.00	Pre-employ Phy, DS, vaccines, & Respirator exams
515722	11/27/2024	MEDICAL ASSOCIATES	140.00	Psychology Coaching Sessions
1011690	11/27/2024	MENARDS LUMBER CO	101.39	Ladder/Heat Tape - for maintenance
1011703	11/27/2024	MICHAEL C VAN MILLIGEN	5.94	11/13/24 Business luncheon Chandra Ravada ECIA Dir
1011722	11/27/2024	MID-IOWA SOLID WASTE CO INC	867.62	unit 3404 shoe block pt
1011709	11/27/2024	MIDWEST ALARM SERVICES INC	70.50	Annual Fire panel test replacement batteries
1011709	11/27/2024	MIDWEST ALARM SERVICES INC	630.00	Terminal fire alarm monitoring 12-1-24 /11-30-25
1011709	11/27/2024	MIDWEST ALARM SERVICES INC	455.04	Fire Alarm Inspection - Annual
1011717	11/27/2024	MIDWEST TAPE LLC	415.38	DVD, BluRay and CD Audio for adult collection
250100011	11/19/2024	MIDWESTONE BANK	666,187.00	November 2024 HAP
250100012	11/19/2024	MIDWESTONE BANK	1,189.65	November 2024 Admin Fee
1011683	11/27/2024	MIKE FINNIN FORD LLC	150.62	unit 1941 sensor
1011692	11/27/2024	MOODY'S INVESTORS SERVICE	500.00	Water Revenue Bond Rating
1011693	11/27/2024	MORRISON BROTHERS CO	23.18	LF 1pc 5/8" rd C.R. 8'-1" no cut
1011658	11/20/2024	MR ROOTER PLUMBING	2,136.00	Landfill General Plumbing
1011658	11/20/2024	MR ROOTER PLUMBING	1,579.74	Landfill General Plumbing
1011658	11/20/2024	MR ROOTER PLUMBING	998.20	Landfill General Plumbing
1011756	11/27/2024	MR ROOTER PLUMBING	297.69	Repair leaking toilet
515723	11/27/2024	MULGREW OIL COMPANY	2,519.43	LF #2 PRM DYED DSL ULS15PPM
515723	11/27/2024	MULGREW OIL COMPANY	22,078.67	Fuel Island- #2 PRM CLEAR DSL
515723	11/27/2024	MULGREW OIL COMPANY	1,267.45	LF #2 PRM DYED DSL ULS15PPM 31Oct2024
1011656	11/20/2024	MUTUAL WHEEL COMPANY	61.16	stock double check valve
1011754	11/27/2024	MUTUAL WHEEL COMPANY	24.50	unit 3417 valve
1011754	11/27/2024	MUTUAL WHEEL COMPANY	123.02	stock window kits and hubcaps
1011754	11/27/2024	MUTUAL WHEEL COMPANY	43.48	unit 3409 fitting and tee
1011754	11/27/2024	MUTUAL WHEEL COMPANY	82.03	unit 4004 sensor
1011755	11/27/2024	NAPA AUTO PARTS & SUPPLY	30.99	Parts for Truck 5
1011755	11/27/2024	NAPA AUTO PARTS & SUPPLY	523.95	Oil and fuel filters for JLG lift
1011755	11/27/2024	NAPA AUTO PARTS & SUPPLY	107.97	Parts for Jet 1
1011711	11/27/2024	NICHOLAS G SCHLOSSER	136.00	Per Diem low Crisis Negotiators
1011734	11/27/2024	NICHOLAS L ROSSMAN	378.62	Official Travel Reimbursement - ILA, Ames Iowa 10/
1011694	11/27/2024	NIELAND REFRIGERATION	150.00	COOLER/FREEZER SHUT DOWN- POD MARINA
1011695	11/27/2024	NORTHLAND PRODUCTS CO INC	199.95	Garage 8808E Service DM 30 8 Week 11/07/24
515724	11/27/2024	OFFICE DEPOT	107.91	Office supplies
515725	11/27/2024	ONMEDIA	399.00	Battery Project
515725	11/27/2024	ONMEDIA	399.00	Battery Project
515725	11/27/2024	ONMEDIA	399.00	Battery Project
515725	11/27/2024	ONMEDIA	500.00	Social Media Ad campaign
515725	11/27/2024	ONMEDIA	500.00	Social Media Ad campaign
250100008	11/19/2024	OPENEDGE - GLOBAL PAYMENTS	211.61	Miller Riverview Park Monthly CC Fees
250100009	11/19/2024	OPENEDGE - GLOBAL PAYMENTS	161.00	Port of Dubuque Marina Monthly CC Fees
1011688	11/27/2024	ORIGIN DESIGN CO	18,061.00	City of Dubuque Fueling Station Improvements

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1011688	11/27/2024	ORIGIN DESIGN CO	24,876.50	City of Dubuque Fueling Station Improvements
1011688	11/27/2024	ORIGIN DESIGN CO	5,325.00	City of Dubuque Fueling Station Improvements
1011763	11/27/2024	OVERDRIVE INC	470.31	downloadable audio and ebooks for adult collection
1011763	11/27/2024	OVERDRIVE INC	1,038.85	downloadable audio and ebooks for adult collection
1011763	11/27/2024	OVERDRIVE INC	884.17	Downloadable ebooks and eaudio for children collec
1011763	11/27/2024	OVERDRIVE INC	1,093.37	Teen ebooks and eaudio for digital collection
1011763	11/27/2024	OVERDRIVE INC	1,069.96	downloadable audio and ebooks for adult collection
1011763	11/27/2024	OVERDRIVE INC	1,156.33	downloadable audio and ebooks for adult collection
1011763	11/27/2024	OVERDRIVE INC	196.97	downloadable audio and ebooks for adult collection
1011763	11/27/2024	OVERDRIVE INC	349.20	downloadable audio and ebooks for adult collection
1011704	11/27/2024	PATRICIA L GLEASON	490.50	TRAVEL REIMBURSEMENT - GLEASON IA League of Cities
1011704	11/27/2024	PATRICIA L GLEASON	454.70	IMFOA Conference - travel reimbursement Gleasonn
1011729	11/27/2024	PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
515726	11/27/2024	PITNEY BOWES GLOBAL FINANCIAL	254.43	Postage meter rental October-Dec 2024
1011696	11/27/2024	RACOM CORPORATION	1,791.03	RECORDER FOR CAMERAS AT MILLER RIVERVIEW
515744	11/27/2024	RAM SERVICES LLC	1,090.00	467 Clarke HH RAM Radon Install
1011743	11/27/2024	Renee Bloesch	126.20	2024-11-14 Renee Bloesch Mileage Reimbursement
1011699	11/27/2024	RICHARD S FULLMER	136.00	Per Diem low Crisis Negotiators
1011697	11/27/2024	RILCO, Inc	127.50	Tec-Wash- 20 Washer Fluid Drum
1011657	11/20/2024	RIVER CITY PAVING	67,415.28	2024:: JUL-DEC Hot & Cold Mix Asphalt
1011657	11/20/2024	RIVER CITY PAVING	61,238.92	2024:: JUL-DEC Hot & Cold Mix Asphalt
1011657	11/20/2024	RIVER CITY PAVING	7,198.35	2024:: JUL-DEC Hot & Cold Mix Asphalt
1011657	11/20/2024	RIVER CITY PAVING	5,352.49	2024:: JUL-DEC Hot & Cold Mix Asphalt
1011657	11/20/2024	RIVER CITY PAVING	2,349.11	2024:: JUL-DEC Hot & Cold Mix Asphalt
1011657	11/20/2024	RIVER CITY PAVING	893.22	2024:: JUL-DEC Hot & Cold Mix Asphalt
1011698	11/27/2024	RIVER CITY STONE	98.53	JUL-DEC Various Stone
1011698	11/27/2024	RIVER CITY STONE	1,040.08	JUL-DEC Various Stone
515761	11/27/2024	ROBYN KAPPAROS	50.00	SPECIAL EVENT REFUNF SE24-023
515739	11/27/2024	ROUSSELOT INC	738.66	FY2025 Franchise Fees
250100010	11/19/2024	RXBENEFITS INC	71,330.37	FY25 Prescription Admin & Claims 10/12 to 10/25/24
515728	11/27/2024	SADLER POWER TRAIN INC	544.91	stock box vibrator
1011735	11/27/2024	Save On SP, LLC	1,586.52	Savings on specialty drugs - 10-1 to 10-29-2024
1011677	11/27/2024	SCOTT A. BAXTER	391.00	Per Diem IACP Conference Boston
1011659	11/20/2024	SCOTT PRINTING	947.00	Printing- Recycling Wire Tags and Graphics
515762	11/27/2024	SERGIO PEREZ	300.00	SPECIAL EVENT REFUND SE24-093
250100001	11/19/2024	SID'S	191.66	Bunker Hill Alcohol
250500025	11/27/2024	SISCO	240.00	FY25 Short Term Disability Insurance Premium
250500026	11/27/2024	STANDARD INSURANCE CO	6.02	FY25 Life Ins Prem Addtl Amt Due - October 2024
515749	11/27/2024	State of Iowa Dept of Inspections and Appeals	240.00	Boiler Inspection Certification Fee
1011757	11/27/2024	SUPERIOR WELDING SUPPLY CO	65.67	Welding supplies
1011660	11/20/2024	SWANK MOTION PICTURES INC	1,242.00	Movie Licensing for Youth
1011733	11/27/2024	SYDNEY A ALTHOFF	10.85	S Pregler mileage reimbursement
515764	11/27/2024	TANNER, CHRIS K	131.68	UB 21969 285 NEVADA
1011661	11/20/2024	TELEGRAPH HERALD	413.38	annual subscription for telegraph herald newspaper
1011661	11/20/2024	TELEGRAPH HERALD	680.87	PUBLICATION EXPENSES
1011661	11/20/2024	TELEGRAPH HERALD	67.26	PUBLICATION EXPENSES
1011758	11/27/2024	TELEGRAPH HERALD	588.06	PUBLICATION EXPENSES
1011758	11/27/2024	TELEGRAPH HERALD	757.29	PUBLICATION EXPENSES
1011662	11/20/2024	TERMINAL SUPPLY	477.91	stock electrical supplies
515738	11/27/2024	THE METRIX COMPANY	188.70	FY2025 Franchise Fees
515737	11/27/2024	THOMPSON TRUCK & TRAILER INC	70.19	unit 3401 fan belt
515737	11/27/2024	THOMPSON TRUCK & TRAILER INC	763.39	unit 2682 sensors
1011700	11/27/2024	THREE RIVERS FS INC	2,947.72	LF BIO 2% Dyed Diesel Fuel/ Heating Oil
1011700	11/27/2024	THREE RIVERS FS INC	2,365.01	LF BIO 2% Dyed Diesel Fuel/ Heating Oil
1011700	11/27/2024	THREE RIVERS FS INC	1,283.18	LF BIO 2% Dyed Diesel Fuel/ Heating Oil
1011721	11/27/2024	TIMOTHY L GRIEBEL	34.50	Iowa Ace annual conference in Cedar Rapids
250100003	11/19/2024	TRANSFIRST	3,063.30	Monthly CC Fees for Passport
250100004	11/19/2024	TRANSFIRST	446.91	Intermodal Ramp CC Fees
250100005	11/19/2024	TRANSFIRST	635.83	Credit Card Fees
250100006	11/19/2024	TRANSFIRST	874.33	Ramps CC Charges
250100007	11/19/2024	TRANSFIRST	323.70	UB/Parking Tickets CC Fees
250500027	11/25/2024	TREASURER STATE OF IOWA	19,058.08	FY25 Metro Sales Tax
250500029	11/25/2024	TREASURER STATE OF IOWA	316,709.31	FY25 UB Sales Tax
515729	11/27/2024	TREASURER STATE OF IOWA ILEA	625.00	ILEA Training
515729	11/27/2024	TREASURER STATE OF IOWA ILEA	325.00	ILEA Training
1011701	11/27/2024	TRICON CONSTRUCTION GROUP	113,041.21	Construct Hangar #105
515730	11/27/2024	TRICOR INC	2,600.00	OSHA Top Ten Safety Training 10/28-24-10/29/24
1011669	11/20/2024	TRI-STATE PORTA POTTY INC	1,130.00	PORT A POTTIES-NOV 2024
1011764	11/27/2024	TRI-STATE PORTA POTTY INC	125.00	ST5-Porta Potty Rental
1011764	11/27/2024	TRI-STATE PORTA POTTY INC	610.00	ADA Portable Bathroom Units ~ Landfill & Streets
1011663	11/20/2024	TRUCK COUNTRY OF IOWA INC	(606.99)	3411 Radiator 08AUG
1011663	11/20/2024	TRUCK COUNTRY OF IOWA INC	128.64	unit 3402 shock absorbers
1011663	11/20/2024	TRUCK COUNTRY OF IOWA INC	1,678.48	unit 3208 turbocharger kits
1011663	11/20/2024	TRUCK COUNTRY OF IOWA INC	124.07	unit 3402 turbocharger kit
1011663	11/20/2024	TRUCK COUNTRY OF IOWA INC	58.26	unit 3407 oil pan gasket
1011663	11/20/2024	TRUCK COUNTRY OF IOWA INC	3,619.65	unit 3407 PTO
1011663	11/20/2024	TRUCK COUNTRY OF IOWA INC	44.98	unit 3402 multi v belt
1011663	11/20/2024	TRUCK COUNTRY OF IOWA INC	42.21	stock jumper
1011759	11/27/2024	TRUCK COUNTRY OF IOWA INC	182.90	unit 3204 valve
1011759	11/27/2024	TRUCK COUNTRY OF IOWA INC	142.13	stock air cylinder

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1011759	11/27/2024	TRUCK COUNTRY OF IOWA INC	13.99	stock COVER-END.SUPPLY,90 DEGREE
1011759	11/27/2024	TRUCK COUNTRY OF IOWA INC	79.46	stock jumper
1011759	11/27/2024	TRUCK COUNTRY OF IOWA INC	916.96	unit 3241 filters, water separators, cover
1011759	11/27/2024	TRUCK COUNTRY OF IOWA INC	141.67	unit 3241 clamps, gaskets, connector
1011702	11/27/2024	TURPIN DODGE OF DUBUQUE LLC	465.00	unit 3101 mirror
1011715	11/27/2024	Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
1011705	11/27/2024	WARTBURG THEOLOGICAL SEMINARY	62.11	FY2025 Franchise Fees
1011705	11/27/2024	WARTBURG THEOLOGICAL SEMINARY	451.19	FY2025 Franchise Fees
515747	11/27/2024	WB McCloud & Co, Inc.	530.00	Pest Prevention - monthly
1011706	11/27/2024	WELU PRINTING COMPANY	331.99	5000 #10 window envelopes
1011664	11/20/2024	WENZEL TOWING SERVICE	312.00	unit 1921 tow to MSC
1011664	11/20/2024	WENZEL TOWING SERVICE	234.00	unit 3412 tow to MSC
1011760	11/27/2024	WENZEL TOWING SERVICE	88.40	unit 110002 flat repair
1011664	11/20/2024	WENZEL TOWING SERVICE	78.00	unit 110003 tow to MSC
1011664	11/20/2024	WENZEL TOWING SERVICE	140.40	FY25 Wenzel Towing
1011760	11/27/2024	WENZEL TOWING SERVICE	88.64	unit 12 tire service
515731	11/27/2024	WESTPHAL & COMPANY, INC	1,616.99	Building electrical services
515731	11/27/2024	WESTPHAL & COMPANY, INC	304.50	Building Electrical Services
1011707	11/27/2024	WHKS AND COMPANY	10,427.84	JEFFERSON PARK RETAINING WALL PROJECT
1011707	11/27/2024	WHKS AND COMPANY	6,725.34	EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC
515763	11/27/2024	WICKED RIVER LLC	300.00	FARMERS MKT REFUND 002
1011742	11/27/2024	William P Gansen	118.00	Midwest Compost Operator Training.
1011668	11/20/2024	WOODMAN ELECTRICAL CONTRACTORS	1,487.00	Tech Support Program Billing
250500019	11/19/2024	WORLDPAY	138.65	Monthly CC Fees for Port of Dubuque
250500020	11/19/2024	WORLDPAY	47.32	Monthly CC Fees for Port of Dubuque
1011665	11/20/2024	ZOLL MEDICAL CORPORATION	795.00	Repair of a Cardiac Monitor
			<u>\$</u>	<u>2,595,720.37</u>

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	Investment and Debt Management Software Recommendation
SUMMARY:	City Manager recommending City Council approval of SymPro Treasury Management Solutions for the City's investment and debt management software.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Investment and debt management software_MVM memo_2024_11_14
2. Investment and Debt Management Software_Staff memo_2024_11_14
3. Investment and Debt Management Software RFP_2024_09_04
4. SymPro Responses to Dubuque RFP - Investment and Debt Management Software

TO: The Honorable Mayor and City Council Members

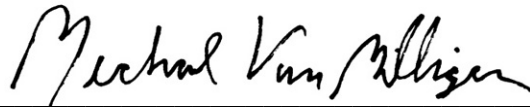
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Investment and Debt Management Software Recommendation

DATE: November 14, 2024

Chief Financial Officer Jennifer Larson recommends City Council approval of SymPro Treasury Management Solutions for the City's investment and debt management software. The cost associated with this solution includes an annual maintenance fee of \$42,000 and a one-time implementation fee of \$16,000. Funding for this software will come from the existing ERP implementation budget.

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
Chris Kohlmann, Chief Information Officer
Joe Pregler, Chief Security Officer

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Investment and Debt Management Software Recommendation

DATE: November 14, 2024

INTRODUCTION

The purpose of this memorandum is to recommend SymPro Treasury Management Solutions for the City's investment and debt management software.

BACKGROUND

Currently, our debt management process is largely manual, relying on spreadsheets and a physical binder of amortization schedules. This system is labor-intensive, particularly during the processing of semi-annual debt service payments and the preparation of annual audit workpapers. Additionally, the investment reports provided to the investment advisory oversight commission are cumbersome to compile, encompassing various spreadsheets and extensive oversight of our certificate of deposit portfolio.

In an effort to enhance efficiency and improve reporting capabilities, finance staff developed a Request for Proposal (RFP) for investment and debt management software. The RFP was released on September 4, 2024, with proposals due by October 4, 2024.

DISCUSSION

Two proposals were submitted in response to the RFP: Debt Book and SymPro Treasury Management Solutions.

The RFP required a comprehensive submission addressing several criteria, including:

- Experience and general capabilities
- Customer service and support
- Software capabilities and compliance
- Usability, accessibility, and collaboration features
- Cost of proposal

The Investment and Debt Management Software RFP committee included Jennifer Larson, Chief Financial Officer, Brian DeMoss, Finance Manager, and Joe Pregler, Chief Security Officer.

Notably, SymPro Treasury Management Solutions was the only vendor that could provide a solution encompassing both investment and debt management; Debt Book only offered debt management capabilities at this time.

On November 13, 2024, SymPro conducted a software demonstration for the RFP committee. Following the demonstration, the committee unanimously selected SymPro based on several key factors:

- They have established credibility with several Iowa clients, including the Cities of Des Moines, Ames, Cedar Rapids, and Sioux Falls.
- The software generates daily or monthly journal entries that can be directly exported to the ERP's general ledger.
- It allows for comprehensive tracking of both investment and debt portfolios.
- The system includes public sector calculations of yields and returns.
- Customer service features support personnel with an average tenure of ten years.
- As a cloud-based solution, it can be accessed from anywhere, enhancing flexibility for our team.

The cost associated with this solution includes an annual maintenance fee of \$42,000 and a one-time implementation fee of \$16,000. While the investment and debt management software was omitted from the initial contract with Tyler Technologies, it was determined to release an RFP following the significant completion of the ERP implementation project. Funding for this software will come from the existing ERP implementation budget.

RECOMMENDATION

I respectfully recommend that the City award the investment and debt management software contract to SymPro Treasury Management Solutions. This partnership will streamline our processes, improve reporting, and ultimately enhance our financial management capabilities.

JML

Attachment

cc: Crenna Brumwell, City Attorney
Brian DeMoss, Finance Manager
Chris Kohlmann, Chief Information Officer
Joe Pregler, Chief Security Officer

REQUEST FOR PROPOSAL (RFP)	
 THE CITY OF DUBUQUE <i>Masterpiece on the Mississippi</i>	ISSUE DATE: September 4, 2024 CONTACT: Jenny Larson PHONE NO: 563-589-4322 EMAIL: jl Larson@cityofdubuque.org
SUBMIT PROPOSAL/OFFER PRIOR TO: CLOSING DATE: October 4, 2024 CLOSING TIME: Before 2:00 P.M. (local time)	SUBMIT TO: See Section 6.0 FAX NOT ACCEPTED
DESCRIPTION: Investment and Debt Management Software	
☐ RECEIPT OF PROPOSAL ACKNOWLEDGEMENT If you are considering a response to this RFP, please mark the box to the left, fill in the information below and return this sheet as a confirmation that you received this RFP. ☐ NO RESPONSE REPLY If you <u>do not</u> want to respond to this RFP at this time, please mark the box to the left, fill in the information below and return this sheet only.	
COMPANY NAME:	DATE:
MAILING ADDRESS:	
CITY/STATE:	ZIP CODE:
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE OF AUTHORIZED REPRESENTATIVE:	
EMAIL:	PHONE:

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CITY OF DUBUQUE FINANCE DEPARTMENT

REQUEST FOR PROPOSAL



***Investment and Debt management Software
City of Dubuque, Iowa***

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RFP ORGANIZATION

Investment and Debt Management Software

City of Dubuque, Iowa

September 4, 2024

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Investment and Debt Management Software City of Dubuque, Iowa

Investment and Debt Management Software Request for Proposal

September 4, 2024

1.0 INTRODUCTION

The City of Dubuque, Iowa is soliciting competitive sealed proposals from qualified vendors to provide a software solution to support Investment and Debt management. Currently, the City has no centralized solution. Project information to include but not limited to all functions related to bonding, and should be able to handle different users, trades, and unique functional needs for each investment and debt type. (the “RFP”).

Our objective is to identify a software package that is commercially available and will provide maintenance and support. Services may consist of planning, organizing, installing, configuring, testing for acceptance and compatibility to City systems and user training on the Software.

2.0 SCOPE OF SERVICES

A. The Offeror shall:

1. Develop a Business Requirements Plan/Report to detail the approach that will be used for each of the key areas.
2. Develop a workflow plan for implementation of the software.
3. The software must have the capability for the import and export of data. Such capabilities should be within industry standards and comply with the BEST standards and practices.
4. Train designated staff in the use of the software.
5. Train designated staff in the creation and preparation of reports.
6. Provide maintenance on the system once implemented.
7. Maintenance and support will begin immediately after implementation of the new computer system in the production environment.
8. Include a plan for submitting system change orders, upgrades,

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fixes, and enhancements by the software management during maintenance of the system.

9. Creation of journal entries to interface with general ledger.
10. To safeguard the information input into the proposed Software and limit access to administrative features to authorized personnel, the proposed Software, at a minimum must have the following security requirements:
 - a) Provide daily, weekly, monthly, and yearly backup features.
 - b) Provide audit trail to verify input entries for accuracy; for example, security logs for each element changed with before and after displays including identification of user initiating change.
 - c) User IDs and passwords to access levels in the software system.
 - d) Menu-driven with on-line support and a help index.
 - e) Manuals should be accessible via the Internet to multiple users.

B. Software features for debt management shall provide all functions related to bonding, including but not limited to the following:

1. Bond structure and sizing:
 - a) Fixed rate, variable rate, current refunding, advance refunding, cash defeasance, temporary financing, short-term debt instruments, etc.
 - b) Ability to provide information specific to a bond issue, such as sources and uses of funds, and provide for the following:
 - Maintenance of all debt payment schedules
 - Scheduling of all debt payments by due date, principal and interest and fees, total due, department, fund and accounting line item
 - Calculation of all year-end accounting adjustments by bond issue and loan, fund and accounting entry, including accrued interest, reversal of prior year accrued interest, amortization of premium and discount and deferred charges
 - Possible tracking of actual bonds by CUSIP within each bond issue for continuing disclosure purposes
 - Tracking of actual payments made by bond and loan, principal and interest, and date
 - Allowing calculation of pro-forma amortization schedules at the bond level to determine effect on other debt outstanding

C. The software will be responsible for the following Reporting and Compliance function which the software assists with:

1. Continuing disclosure related to bond portfolio.

2. Official Statement table reporting related to authorized, allocated and issued bonds, outstanding debt per type, and other tables. The following list of reports, while not all inclusive, should be available and downloaded to Microsoft Excel:
 - a) Outstanding Long-Term General Obligation Debt
 - b) Summary of Principal and Interest on Long-Term Direct General Obligation Debt
 - c) Outstanding Long-Term Direct General Obligation Debt
 - d) Authorized but Unissued Direct General Obligation Debt
 - e) Special Tax Obligation Debt Service on Outstanding Bonds
 - f) Special Tax Obligation Actual & Projected Debt Service Coverage
 - g) Annual reporting for Treasurer's Annual Report
 - h) Financial reporting
 - i) Debt Cash flow reporting
 - j) Ad hoc reporting capabilities

D. Software features for investment management must be compliant with GASB31 (Accounting and Financial Reporting for Certain Investments and for External Investment Pools), GASB 40 (Deposit and Investment Risk) and GASB 72 (Fair value Measurement).

1. At a minimum, the software must provide the following types of investment securities and money market instruments:
 - a) Agency Discount Notes
 - b) Agency Callable Securities
 - c) Agency Callable Step-up Securities
 - d) Treasury Bills/Notes
 - e) Commercial Paper
 - f) Cash Accounts e.g., Passbook Accounts
 - g) CD's
 - h) Money Markets
 - i) Equities
 - j) Repurchase agreement
 - k) Support for other Investment Types as needed
2. The City desires to have the following minimum program features in the proposed Solution:
 - a) No limits on the number of portfolios the program can maintain
 - b) No limits to the number of databases available
 - c) A minimum of 9,999,999 individual security transactions; security types must be pre-defined by [Insert Entity Name]

d) Provide the following accretion/amortization options:

- Straight line
- Straight line from purchase until maturity
- Straight line, using 30-day month over 360-day year
- Scientific, using actual days over 365-day year (366 for leap years)
- Scientific, using 30-day month over 360-day year
- Scientific, daily iteration method, using actual days over 365-day year (366 for leap years)
- Scientific, daily iteration method, using 30-day months over 360-day year
- Amortization, if necessary, at maturity only
- Amortization calculation on original issue discount using 30-day months over a 360-day year
- Constant yield calculation on amortization date for short term, discount, non-coupon bearing, fixed income, securities using actual number of days over a 360-day year
- Constant yield calculation actual days over 365-day year
- Constant yield calculation 30-day months over 360-day year
- Constant yield calculation interpolation between coupon dates, actual days over 365-day year
- Constant yield calculation interpolation between coupon dates, 30-day months over 360-day year
- Cash Basis Accounting
- Rule of 78 method (sum of the day's digits)

The proposed Software, at a minimum must be capable to provide, track, and report on the following:

- Accretion/amortization for the month, and for the year, to date
- A current book or amortized value
- Accrued interest for the month, for the coupon period
- Bond equivalent yields to maturity
- Weighted average maturity
- Weighted average yield
- Unrealized gains and losses
- Call date
- Capability to generate system confirmation letters for trade settlement
- Investment pools and money market funds
- Broker/dealer information
- Assign diversification percentages by investment type, maturity, rating, CUSIP, dealer, other

- Investment transaction history (i.e. purchase, sales, calls)
 - Capable of providing Buy and Sell scenario analysis
 - Provide performance benchmark measurement capability
 - Maturity schedule by CUSIP number (identifies most financial instruments), maturity and purchase date
 - Provide sample report of cash flow modeling and forecasting
3. The City desires Software that has automated process to upload market prices. Charges for any 3rd party market pricing services should be included in the cost of the Proposal. The City prefers not to enter into agreements with third party pricing services. In addition, the software should have the following market pricing capabilities:
- e) Market-pricing module available on a CUSIP number basis
 - f) Market prices for each security type
 - g) Price commercial paper
 - h) Market values must be saved for historical reporting purpose for previous years
 - i) A description of any limitations to pricing systems
4. The City is seeking robust reporting capabilities in the proposed Software. Reports must be exportable into Excel for further analysis and provide the ability for end users to create custom reports. At minimum the proposed Software must have the following capabilities:
- j) Allow for reports to be sorted by type of investment, by fund, by CUSIP, and other formats
 - k) Description of the procedure for requesting a new report
 - l) Description of the procedure for running a report
 - m) Description of the process to create and design a custom report; how many fields are included and how will future reports be assessed
 - n) Merge portfolios for consolidated reporting purposes
 - o) Produce charts and graphs
 - p) Run historical reports (i.e. an inventory report that includes market values for previous years)
 - q) Run reports based on participating indicators for GASB 31, 40, 72 and any future statements of the Governmental Accounting Standards Board (GASB).

3.0 COMMUNITY BACKGROUND

The City of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. The City is approximately 30 square miles in area, with a population of approximately 60,000 people. The City's annual operating

and capital budget is over \$200 million and funds a full range of services. The City's web site is www.cityofdubuque.org.

The community has a stable and diversified manufacturing base and a growing service sector. Dubuque is the major retail, medical, education and employment center for the tri- state area. Tourism continues to be a major economic force in the community. City government works in collaboration with the private sector to promote economic development. The job creation and unemployment numbers show that Dubuque is growing steadily in the current economic climate. Dubuque's construction numbers reveal an even more encouraging picture. The City has formed strong relationships with the local business community to promote continued economic growth and success.

4.0 USE OF CITY RESOURCES

4.1 Requesting Use of City Resources for Preparation of the RFP Response

All information requests shall be directed to the City's Purchasing and Contracts Coordinator as detailed in Section 6.0 of this RFP. All vendors should note that directly contacting other City of Dubuque staff or any of the selection committee members shall be considered inappropriate and grounds for disqualification.

5.0 INFORMATION TO BE INCLUDED IN THE PROPOSAL

The proposal must contain specific responses to each of the following requests and must follow substantially the outline presented below. Vendors are encouraged to respond fully to each inquiry and to be as concise as possible. Vendors must submit the response to each item on a separate page, with the item reproduced at the top of the first page of the response.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following sections must be included in the proposal response. These sections represent the minimum criteria against which the proposal will be evaluated.

A. Institution Description

Describe the background and ownership of the vendor. Describe any material changes in organization structure or ownership that have occurred in the past five years.

- Year vendor was formed
- Vendor's ownership structure. Indicate all entities that have an ownership stake in the firm (name and percentage)

- Affiliated companies or joint ventures
- Recent or planned changes to the ownership or organization structure
- Vendor's headquarters location
- Location(s) where services to City of Dubuque will be performed

B. Customer Support/Service

- Will you dedicate a service representative to this account? If yes, please explain the person's tenure in your company and his/her experience managing projects similar to those explained in this RFP.
- How does your customer service structure support notifications of system issues, resolving issues, etc.?

C. Professional Experience

- How many people does your company employ?
- What is the average level of experience for your staff? What is the industry experience of your managers? What certifications do they hold?
- What other clients do you have in Iowa, Illinois, and Wisconsin?
- Will you use a third-party for any work or otherwise partner with other service providers? If yes, please list the subcontractor(s) and what work the subcontractor(s) will be responsible for.

D. Processes/Infrastructure

- What processes or process improvement initiatives do you have in place to continuously improve and increase quality, improve timeliness, and reduce cost?
- How much have you invested in new technology over the past three years and what is your business strategy regarding continuous evaluation and implementation of new technologies?
- Describe the quality control procedures that you have in place.
- Describe your disaster recovery procedures that are in place in the event of a shutdown or a lapse in service for any reason. Include descriptions of your onsite problem prevention and maintenance programs, location and capacity of back-up facilities, equipment and capabilities used in backup facilities, and logistics of the disaster recovery.

E. Fee Schedule

Each proposal must contain a statement of fees and estimated expenses to

provide the services described herein, with the payment of such fees and expenses contingent on the successful implementation of Investment and Debt Management Software. Please complete the attached “Fee Proposal” form. The statement of fees and expenses should include any additional charges you propose to charge in connection with the services described herein and the quality control process that will be used throughout the project.

F. Certificate of Insurance

The vendor shall provide a statement indicating that it is able to meet the City’s insurance requirements. See attached Insurance Schedule G– Appendix A. Submittal of insurance documents as part of this RFP is not required.

6.0 PROPOSAL QUESTIONS AND ANSWERS

If you have any questions concerning this RFP, please submit your requests to the City of Dubuque Chief Financial Officer. The City has made considerable efforts to ensure an accurate representation of information in this RFP. Each vendor is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon the City of Dubuque unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Any questions concerning this RFP must be received before 2:00 p.m. CDT on October 27, 2024. Any inquiries received after that date will not be answered. When submitting a question to the City of Dubuque Chief Financial Officer, please include the appropriate contact information.

From the date of issuance of this RFP until final City of Dubuque action, a vendor shall not discuss the RFP with or contact any other City of Dubuque staff or any of the Selection Committee members except as expressly authorized by the City of Dubuque Chief Financial Officer identified in this Section 6.0. Violation of this prohibition will be considered a violation of the rules and be grounds for disqualification of the vendor’s proposal.

City of Dubuque Chief Financial Officer Contact information is as follows:

Jenny Larson
Chief Financial Officer

Phone: 563.589.4322 Office

City of Dubuque
Finance Department
50 West 13th St
Dubuque, IA 52001

E-mail: jl Larson@cityofdubuque.org

7.0 EVALUATION OF PROPOSALS

An Evaluation Committee (the “Committee”) has been established to evaluate and score proposals received and to select the successful vendor(s). The Committee is composed of City of Dubuque staff.

EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

1. Experience/General Capabilities 20%
2. Customer Service/Support 20%
3. Software Capabilities/Compliance 20%
4. Usability/Ease of Use/Accessibility/Collaboration 20%
5. Cost Proposal 20%

8.0 SUBMISSION REQUIREMENTS

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain requirements affecting the full performance of the contract and to verify any representations made by the City of Dubuque upon which the vendor will rely.

PROPOSAL SUBMITTAL INFORMATION

- Submittal Deadline: October 4, 2024, before 2:00 p.m. (Local Time)
- Mailing Address: Jenny Larson
Finance Department
City of Dubuque – City Hall
50 W. 13th Street
Dubuque, Iowa 52001
- Submittals: Vendor: One electronic (.pdf) copy shall be provided to
<https://cityofdubuque.sharefile.com/r-r28e8cc4444b48228>

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- The submitted proposal shall be signed and labeled **Investment and Debt Management Software**
- An electronic PDF copy must be submitted to <https://cityofdubuque.sharefile.com/r-r28e8cc4444b48228>. No faxed proposals will be accepted.
- The proposal document must be signed in blue ink by an officer of the vendor who is authorized to legally bind the vendor.
- Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) calendar days from the proposal closing date is required.

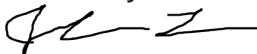
Each vendor assumes full responsibility for delivery and receipt of the completed proposal package on or before the deadline. Any proposals received after the submittal deadline will not be considered.

The City of Dubuque is not liable for any cost incurred by any vendor prior to the execution of an agreement or contract. Nor shall the City of Dubuque be liable for any costs incurred by vendors in responding to this RFP and those not specified in any contract. All results from this request for proposals review process and project will remain the property of the City of Dubuque.

Evaluation and selection of a vendor will be based on information submitted in the proposal, interviews, oral presentations, if necessary, references, and supplemental information. Failure to respond to each requirement in the RFP may be a basis for rejecting a response.

Thank you for your consideration and interest in the project.

Sincerely,



Jenny Larson
Chief Financial Officer
Finance Department
City of Dubuque

**Investment and Debt Management Software
City of Dubuque, Iowa**



**Investment and Debt Management Software
Fee Proposal**

September 4, 2024

Fee Proposal

Category	Cost
Investment Management Software Annual Maintenance Fees	
Investment Management Software Implementation	
Debt Management Software Annual Maintenance Fees	
Debt Management Software Implementation	
Other Fees (i):	

(i) Describe: _____

Name of Vendor: _____

Authorized Representative: _____

Title: _____

Date: _____

Investment and Debt Management Software
City of Dubuque, Iowa

Investment and Debt Management Software
September 4, 2024

Appendix A

Insurance Requirements

INSURANCE SCHEDULE G

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or purchase agreement _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to 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 service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the 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.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations).
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☒ Yes ☐ No

If the required policy provides claims-made coverage:

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

E) CYBER LIABILITY/BREACH \$1,000,000

Coverage required: ☒ Yes ☐ No

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

F) UMBRELLA/EXCESS \$1,000,000

Coverage required: ☒ Yes ☐ No

The General Liability, Automobile Liability and 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.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense 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.

Investment and Debt Management Software
City of Dubuque, Iowa

Investment and Debt Management Software
September 4, 2024

Appendix B

City of Dubuque Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the bid submittal page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices must, however, be based upon payment in net thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Vendor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Dubuque relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

ASSIGNMENT - The City and the Vendor each are hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Vendor are hereby bound to the other party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

BID CURRENCY/LANGUAGE - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All bid responses must be submitted in English.

BID FORM - Each bidder must submit an original bid and additional copies as required on the forms attached. The bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

BID INFORMATION IS PUBLIC – The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting the bid any document to the City of Dubuque in connection with a bid, the submitting party recognizes this and waives any claim against the City of Dubuque and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dubuque and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Dubuque arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

BID REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - The Vendor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Vendor and the City that is a conflict of interest. No employee, officer or agent of the Vendor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Vendor shall be liable for any excess costs to the City as a result of the conflict of interest. The Vendor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Vendor shall report any potential, real, or apparent conflict of interest to the City.

CONTRACT DOCUMENTS – The Contract Documents are this Request for Proposals, the Contract, the Vendor's Proposal, and the following additional documents, if any:

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Request for Proposals, the Contract, the Vendor's Proposal, and the following additional documents, if any:

DISPUTES - Should any disputes arise with respect to the Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Vendor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Vendor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Vendor as a result of such failure to proceed shall be borne by the Vendor. The unintentional delayed payment by the City to the Vendor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Vendor to stop or delay Work.

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.

INDEMNIFICATION - To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor, or anyone directly or indirectly employed by the Vendor or anyone for whose acts the Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations and shall apply to the Contract throughout, as the case may be. The Vendor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Dubuque County, Iowa.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire bid or on an item by item basis. However, if Vendor's bid is based on an "all or none" condition, the City may consider its bid non-responsive and reject the entire bid.

NO GIFT STANDARD - The City of Dubuque is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the Vendor, nor anyone in the employment of the Vendor, has employed any person to solicit or procure the Contract nor will the Vendor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Vendor, nor anyone in the employment of the Vendor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Vendors that engage in contracts with the City of Dubuque, Iowa agree as follows: The Vendor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any

classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Vendor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Vendor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City and will provide in every contract or subcontract that said provision will be binding upon each Vendor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that Vendors will offer expertise on conformance of regulations applying to the products they sell and the Work they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the Contract must do so in writing in accordance with the City's Protest by bidders which is found in the City's purchasing policy

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Dubuque. City of Dubuque employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

SUBCONTRACTING - All Sub Vendors shall be listed in the Contract or in a written amendment to the Contract.

SUSPENSIONS AND DEBARMENT - The Vendor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Vendor further certifies that it is not presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Dubuque or the State of Iowa.

TAXES - The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

TERMINATION OF CONTRACT - The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Vendor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Vendor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Vendor.

WARRANTIES - WORK - The Vendor shall perform Work for the City pertaining to the Project as set forth in the Contract.

Vendor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Vendors in a similar industry and application; and shall conform to the requirements of the Contract.

Vendor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Vendor shall, promptly and without charge, provide all corrective Work necessary as a result of Vendor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Vendor shall be responsible for any and all damages to property or persons as a result of Vendor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Vendor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Vendor.

WARRANTIES - INTELLECTUAL PROPERTY - Vendor represents and warrants that all the materials and Work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials and work. The Vendor represents and warrants that the materials and Work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. The Vendor further represents and warrants that the materials and Works does not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Work contemplated by the Contract.

Investment and Debt Management Software
City of Dubuque, Iowa

Investment and Debt Management Software
September 4, 2024

Appendix C

City of Dubuque Data Sharing Agreement

City of Dubuque Data Sharing Agreement

AGREEMENT made this day of 2024, between the City of Dubuque (hereafter referred to as City of Dubuque), and the (hereafter referred to as Vendor).

Background

1. The City of Dubuque is a participating agency and, therefore, must comply with the State of Iowa Enterprise Data Stewardship Security Standard. In addition, City of Dubuque must comply with state and federal laws pertaining to the confidentiality, use and disclosure of personal information.
2. Vendor is not participating agency for the purposes of the State of Iowa Enterprise Data Stewardship Security Standard but must comply with state and federal laws pertaining to the confidentiality, use and disclosure of personal information.
3. This agreement outlines the terms, by which the City of Dubuque and Vendor will share data, including confidential and/or personally identifiable information and also provides the terms under which parties shall maintain the confidentiality of the data to be shared.

Terms and Conditions

1. *Purpose of the Agreement.* City of Dubuque has agreed to share member's confidential, personally identifiable information and other data to fill in variable data fields with Vendor, for the limited purpose for Vendor to accomplish tasks associated with the printing of City of Dubuque forms.
2. *Data Sharing Procedure.* City of Dubuque will provide Vendor with:
 - Data containing members confidential and personally identifiable information to be used to fill in variable data fields on City of Dubuque forms for printing
 - Data will be supplied via ShareFile (City of Dubuque ShareFile site)
3. *Confidentiality of Information.* Vendor agrees that access to the data will be restricted to authorized individuals.
4. *Data Security.* Vendor agrees to store the data securely.
 - Paper documents, DVDs, or other removable media containing data shall be stored in a locked cabinet, in a restricted area, accessible only to authorized individuals.
 - Workstations, laptops, or servers storing data shall be password protected using strong passwords.
 - Laptops containing data shall be encrypted using whole disk encryption (AES 256-bit or stronger).
5. *Data Destruction.* Vendor agrees that when the intended use of the data has been completed, it shall dispose of the information through the following destruction methods:
 - Wipe (e.g., scrub) hard drives, or any other electronic storage media, containing data using a DoD approved destruction method. Hard drives that cannot be wiped shall be physically destroyed by shredding;
 - Shred hard copy data such that the resulting residue prevents any recovery of the data file content.
6. *Redisclosure of Data.* Vendor agrees not to redisclose the data received from City of Dubuque to a third party not covered by the agreement unless written permission by City of Dubuque is received and redisclosure is not prohibited under applicable law.
7. *Data Breach.* Vendor shall notify City of Dubuque— Information Services Department and all affected individuals if the data is lost, stolen or disclosed to non-authorized individuals. Vendor shall accept responsibility for any events caused by the disclosure.
8. *Term.* This agreement is effective on the last date signed by a party and shall remain in effect until destruction or return of the data.

Name Signature and Date

Name Signature and Date



SymPro Response
City of Dubuque, IA

RFP: Investment and Debt Management Software

Due Date: October 4, 2024



Transmittal Letter

SymPro Software is the established leader in meeting the needs of Public Sector Treasury Managers—a group of users unique in terms of demands for system functionality and meeting regulatory requirements. The systems were designed by public entities for public entity treasury processes. We are not a corporate solution brought over into the public sector. Our experience in simplifying the treasury reporting and accounting process is unmatched in the public sector Treasury community.

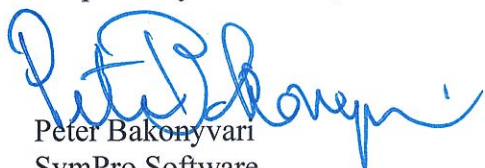
Over the past 25 years, SymPro Software Solutions have become the standard for the Public Sector in treasury management reporting. We have over 400 client installations in 45 different states, with client portfolios ranging from \$25 million to over \$15 billion in assets. Our customers include Cities, Counties, Power Agencies, Utilities, Transportation Agencies, School Districts, and other various public sector entities. Our extensive and diverse public sector only client base provides us with the industry best practices that will help the City of Dubuque, IA meet their investment and debt portfolio reporting and accounting needs.

The proposed system will enhance the City's investment and debt processes by:

- Generating daily or monthly journal entries that can be exported to the ERP GL (used by other public sector entities)
- Allow for comprehensive tracking of both the investment and debt portfolios
- Dubuque has system access to easily edit their investment/debt positions
- Importing of transactions from Custodial Bank for automation of data entry
- Public sector calculations of yields and returns
- Support team with over 10 years' experience working with public sector entities
- Implemented over 20 solutions in the past 3 years similar to the one requested by the City.

We thank the City of Dubuque for this opportunity to respond to their RFP for Investment & Debt Management Software System. Our proposal is valid for 90 days and is based on our understanding of your requirements as outlined in the RFP.

Respectfully Submitted,



Peter Bakonyvari
SymPro Software
General Manager

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A. Institution Description

Describe the background and ownership of the vendor. Describe any material changes in organization structure or ownership that have occurred in the past five years.

- Year vendor was formed
SymPro has been providing financial solutions to the public sector since 1985.
- Vendor's ownership structure. Indicate all entities that have an ownership stake in the firm (name and percentage)
SymPro is a wholly owned subsidiary of Constellation Software Inc., a publicly traded company providing vertical market software solutions.
- Affiliated companies or joint ventures
None
- Recent or planned changes to the ownership or organization structure
No planned changes. SymPro has been part of Constellation since 2007.
- Vendor's headquarters location
The SymPro headquarters are in Lafayette, CA.
- Location(s) where services to City of Dubuque will be performed
The City of Dubuque will be serviced from the SymPro headquarters and supported by various offices within the U.S.

B. Customer Support/Service

- Will you dedicate a service representative to this account? If yes, please explain the person's tenure in your company and his/her experience managing projects similar to those explained in this RFP.

Your dedicated support team will be led by Carlton Young, who has been supporting public sector entities that are very similar to the City of Dubuque for over 20 years. Carlton and his team have implemented SymPro solutions for over 100 public sector entities. He will be the lead and backed up by other support consultants with an average tenure of 10+ years.

- How does your customer service structure support notifications of system issues, resolving issues, etc.?

Our Support and Maintenance Plan is available on an annual basis for the installed modules purchased. Services provided include:

- Priority service from technical support representatives
- Access to all SymPro upgrades released within the year
- SymPro Users' Web Trainings

Tele-consultation

SymPro provides unlimited telephone support in the following areas:

- Accessing your SymPro system
- Operational questions on the software, including questions regarding standard SymPro reports

Tele-consultation is provided during normal business hours (8:00AM TO 5:00PM - CST) Monday through Friday for questions dealing with the operations of the Licensed Software. Support issues may be reported via telephone, voicemail 24 hours a day, or e-mail. Most support issues are received and resolved via phone or email.

Critical software errors ("bugs") are treated with the highest priority by Emphasys developers. Patches for critical software errors are sent to the users currently using the affected version. New releases go through an alpha, beta test, then a limited release before they are made available to the entire user base. Software errors are reported to Emphasys via e-mail, website and phone. Software errors are then logged into a tracking system and categorized by critical level.

A client call tracking system is used to log support calls. Calls are listed as (1) general information inquiries, (2) Issues that do not affect general operations, (3) Issues that are affecting general operations, and (4) Issues that have halted general operations. Issues are given priority depending on their severity, but clients usually get a response the same day.

Severity Level	Description	Response Time	Duration
Critical	Issues that have halted general operations, client is down.	Time to respond is 1 – 2 business hours	1 Business Day >90%
High	Issues that affect general operations and there is not an acceptable workaround. Client is operational.	Time to respond is 1-2 business days	2-3 Business Days >90%
Low	Issues that do not affect general operations and there may be an acceptable workaround.	Time to respond is 1 – 3 business days	1-2 Weeks >80%

For general information inquiries, responses could take up to 24 hours to receive an answer, depending on call volume. The product support team has initial access to this information, and they can pass the information along to sales, marketing, or corporate management if necessary.

C. Professional Experience

- How many people does your company employ?
There are over 30 people supporting the SymPro product line.
- What is the average level of experience for your staff? What is the industry experience of your managers? What certifications do they hold?
The team that would be assigned to this project has implemented over 20 solutions in the past three years to public sector entities similar to the city of Dubuque. The average tenure of the team is over 10 years working with public sector agencies. They have a strong understanding and knowledge of public sector treasury environments and processes that entities similar to the City utilize. Our implementation and customer support teams are fully integrated, allowing a seamless transition between the system go-live and the ongoing support of the software. The personnel assigned to the project are very knowledgeable in public finance and accounting and will work with you on data conversion, training, and ongoing maintenance and support. Our team of software developers is also available to support the product and to assist with technical issues when necessary.
- What other clients do you have in Iowa, Illinois, and Wisconsin?

<u>Illinois</u>	<u>Iowa</u>
City of East Saint Louis	City of Des Moines
Chicago Public Schools	Polk County
Chicago Housing Authority	Iowa State University
City of Batavia	City of Ames
DuPage County	City of Cedar Rapids
City of Elgin	City of Sioux City
Regional Transportation Authority	
City of St. Charles	<u>Wisconsin</u>
City of Springfield	Waukeshaw County
City of Aurora	
City of Wheaton	
St. Clair County	
Village of Roselle	
Lake County	
City of Springfield	
City of Aurora	
- Will you use a third-party for any work or otherwise partner with other service providers? If yes, please list the subcontractor(s) and what work the subcontractor(s) will be responsible for.
SymPro provides all the implementation and ongoing support for the solutions. No 3rd parties are utilized. The only service provided by an outside entity is for market prices and CUSIP data. This information is provided by ICE Data Services or the client's Custodial Bank.

D. Processes/Infrastructure

- What processes or process improvement initiatives do you have in place to continuously improve and increase quality, improve timeliness, and reduce cost?
With over 400 clients relying on our solutions on a daily basis, we are continuously getting feedback on how to improve our solution, service, and quality. Feedback is communicated to us through our technical support team, at industry conferences, and our online training seminars.
- How much have you invested in new technology over the past three years and what is your business strategy regarding continuous evaluation and implementation of new technologies?
Over 30% of our yearly budget is allocated towards R&D of our products. We have been providing solutions to the public sector market for over 20 years and are committed to continuing to invest in our offerings as we continually grow our client base. Our strategy is to go directly to our client base to get input on how our solutions need to evolve and what new functionality is required. We also leverage our extended company, which is made up of other industry-leading vertical software companies, for technology trends, best practices, and knowledge sharing. Our extended company holds frequent technology summits, support summits, and operational seminars to enhance our businesses better.
- Describe the quality control procedures that you have in place.
Our solutions go through an extensive process before it is released to our user base. The process includes testing by the developer working on the project, then it moves to our QA team for additional testing. The product manager then reviews the system to ensure it works as it was scoped out, and then, finally, it is given to our operations team for final approval. If, at any stage, the system does not pass, it is reverted back to the development team, and the process begins again.
- Describe your disaster recovery procedures that are in place in the event of a shutdown or a lapse in service for any reason. Include descriptions of your onsite problem prevention and maintenance programs, location and capacity of backup facilities, equipment and capabilities used in backup facilities, and logistics of the disaster recovery.

Compute

Our products are hosted on Azure Virtual Machines with Premium SSD v2 for all Operating System Disks and Data Disks. Microsoft Azure guarantees you will have Virtual Machine Connectivity of at least 99.9%.

Full Disk Encryption is provided using Azure Disk Encryption, which utilizes BitLocker. Disk Encryption keys and secrets are managed with Azure Key Vault.

Storage

Data is stored in Premium SSD using Local Redundant Service (LRS) where it is constantly copied to two additional disks in the local zone. With LRS, we can achieve a 99.99% assurance of data availability.

All disks are backed up daily to Azure Service recovery vaults using Geo Redundant Services (GRS). Backups are copied synchronously three times within a primary region. Backups are also copied asynchronously to another secondary physical location. Backups are kept for 180 days.

Data is encrypted using 256-bit AES encryption. This is FIPS 140-2 compliant and is one of the strongest block ciphers available.

Disaster Recovery

Workloads for both physical and virtual machines are replicated using Azure's site recovery. Replication is done from the primary site to a secondary location. When an outage occurs, there is an option to failover to the secondary location.

Data from both disk and memory is backed up constantly and synchronously to a secondary location with a maximum latency of 30 seconds. In the event of hardware failure or data center unavailability, return to operations (RTO) within 48 hours of the declaration of the disaster. Either new hardware or an alternative data center would be provided.

Monitoring

Emphasys leverages Azure Monitor. Azure Monitor is a comprehensive solution that collects and analyzes data. This data can then be used to maximize performance and availability of resources and identify any problems. Using Log Analytics, Emphasys can interactively analyze and run log queries to gain various insights into data.

Azure Sentinel is utilized by Emphasys to provide security information and event management. It uses built-in AI to quickly analyze large volumes of data and investigate suspicious activity.

Security

Emphasys uses Network Security Groups that contain security rules to control inbound and outbound network traffic. Each rule specifies source, destination, port, and protocol.

Azure Web Application Firewalls are leveraged to protect against common web-hacking techniques such as SQL injection and security vulnerabilities such as cross-site scripting. With this, we can have complete visibility into the environment and block malicious attacks.

Emphasys protects applications using Azure's DDoS Protection. Always-on traffic monitoring monitors traffic 24 hours a day and 7 days a week. Adaptive threat intelligence detects and mitigates DDoS attacks automatically.

End-user connections are encrypted with SSL/TLS and FIPS 140-2 compliant encryption. This practice ensures adherence to data compliance policies such as PCI DSS, HIPPA, and GDPR.

E. Fee Schedule

Each proposal must contain a statement of fees and estimated expenses to provide the services described herein, with the payment of such fees and expenses contingent on the successful implementation of Investment and Debt Management Software. Please complete the attached “Fee Proposal” form. The statement of fees and expenses should include any additional charges you propose to charge in connection with the services described herein and the quality control process that will be used throughout the project.

Investment and Debt Management Software Fee Proposal

September 04, 2024

Fee Proposal

Category	Cost
Investment Management Software Annual Maintenance Fees	\$24,000
Investment Management Software Implementation	\$8,500
Debt Management Software Annual Maintenance Fees	\$18,000
Debt Management Software Implementation	\$7,500
Other Fees (i):	

(i) Describe: Proposed solution includes the Investment and Debt Management modules, Market Pricing, GL Interface, implementatin services, and ongoing support.

Name of Vendor: SymPro Software

Authorized Representative: Peter Bakonyvari

Title: General Manager

Date: 10/04/2024

F. Certificate of Insurance

The vendor shall provide a statement indicating that it is able to meet the City's insurance requirements. See attached Insurance Schedule G– Appendix A. Submittal of insurance documents as part of this RFP is not required.

To the best of our understanding, SymPro can meet the insurance requirements as outlined in Schedule G.

2.1 SCOPE OF SERVICES

A. The Offeror shall:

1. Develop a Business Requirements Plan/Report to detail the approach that will be used for each of the key areas.

In conjunction with the City, SymPro will provide a full project plan for the solution implementation that includes a timeline and scope of work to be delivered. This project plan will be reviewed frequently to ensure the project is progressing as expected.

2. Develop a workflow plan for implementation of the software.

Here is a summary of our workflow plan:



3. The software must have the capability for the import and export of data. Such capabilities should be within industry standards and comply with the BEST standards and practices.

The SymPro solution has extensive import and export capabilities. Many of the standard reports and grids can be exported to PDF, Excel, and CSV formats. Exporting journal entries to many general ledger ERP systems is also a function of the system.

4. Train designated staff in the use of the software.

In-depth user training is provided as part of the proposed solution. In addition, after training is complete and the users are live on the solution, SymPro offers refresher/new user training at no cost.

5. Train designated staff in the creation and preparation of reports.

This is a large portion of the training provided to the end user.

6. Provide maintenance on the system once implemented.

SymPro provides white glove ongoing support and maintenance of the investment and debt solution during and after implementation. In our yearly surveys, the SymPro support team receives an average of 9.3 out of 10 from our clients.

7. Maintenance and support will begin immediately after the implementation of the new computer system in the production environment.

Yes

8. Include a plan for submitting system change orders, upgrades, fixes, and enhancements by the software management during maintenance of the system.
We always encourage client input in the direction and enhancement of our solution. Our extensive public sector client base ensures that the solution is up to date and can meet the ongoing needs of our clients.

9. Creation of journal entries to interface with the general ledger.
The General Ledger Interface module creates general ledger journal entries for all the investment transactions within a portfolio for a specific date range. The activity includes purchases, sales, maturities, interest received, investment earnings, and other standard fixed-income transactions. Once the journal transactions are created, you can view the transaction file on screen, print reports based on the file's data, and export the data to the GL System.

An "Export" procedure in the General Ledger Interface module will print a detailed or summary report on the selected transactions and create the data table for processing by the General Ledger system. This transaction file is then placed in a pre-defined directory location for processing by the GL General Ledger system. There are numerous options for the types of transactions to be included in the table.

10. To safeguard the information input into the proposed Software and limit access to administrative features to authorized personnel, the proposed Software, at a minimum, must have the following security requirements:

SymPro leverages the Microsoft Azure hosting platform and all the industry best practices processes and tools to ensure the security of clients' data.

- a) Provide daily, weekly, monthly, and yearly backup features.
Yes. Data from both disk and memory is backed up constantly and synchronously to a secondary location with a maximum latency of 30 seconds. In the event of hardware failure or data center unavailability, return to operations (RTO) within 48 hours of the declaration of the disaster. Either new hardware or an alternative data center would be provided.
- b) Provide audit trail to verify input entries for accuracy; for example, security logs for each element changed with before and after displays including identification of user initiating change. - Available
- c) User IDs and passwords to access levels in the software system.
Access to the solution is via separate User IDs and passwords. Four access levels are available – Read Only, Power User, Administrator, and System Administrator (User management).
- d) Menu-driven with online support and a help index.
- e) Manuals should be accessible via the Internet to multiple users.
Soft copy of manuals will be made available to users.

- B. Software features for debt management shall provide all functions related to bonding, including but not limited to the following:

1. Bond structure and sizing:

- a) Fixed rate, variable rate, current refunding, advance refunding, cash defeasance, temporary financing, short-term debt instruments, etc.
The SymPro Debt solution provides all the outlined debt structures above (Fixed rate, Variable rate, Discounts, Commercial Paper, CAB, Term, Serial) and can accommodate the transactions listed.
- b) Ability to provide information specific to a bond issue, such as sources and uses of funds, and provide for the following:
 - Maintenance of all debt payment schedules
The SymPro debt solution provides detailed amortization schedules for each bond issue.
 - Scheduling of all debt payments by due date, principal and interest and fees, total due, department, fund and accounting line item – System allows for allocating debt payments by fund and department. Accounting lines can be created and sent to the GL.
 - Calculation of all year-end accounting adjustments by bond issue and loan, fund and accounting entry, including accrued interest, reversal of prior year accrued interest, amortization of premium and discount and deferred charges – City has the ability to go on a full accrual accounting method, allowing for interest accruals and amortizations of prem/disc on a monthly basis.
 - Possible tracking of actual bonds by CUSIP within each bond issue for continuing disclosure purposes
The SymPro solution will track each bond by CUSIP within each bond issue.
 - Tracking of actual payments made by bond and loan, principal and interest, and date – This can be accomplished.
 - Allowing calculation of pro-forma amortization schedules at the bond level to determine effect on other debt outstanding – SymPro debt creates amortization schedules at the most detail level (CUSIP).

C. The software will be responsible for the following Reporting and Compliance function which the software assists with:

- 1. Continuing disclosure related to bond portfolio. – Data in the system can be reported on and exported to be used in generating bond disclosure.
- 2. Official Statement table reporting related to authorized, allocated and issued bonds, outstanding debt per type, and other tables. The following list of reports, while not all inclusive, should be available and downloaded to Microsoft Excel:
 - a) Outstanding Long-Term General Obligation Debt - Yes
 - b) Summary of Principal and Interest on Long-Term Direct General Obligation Debt - Yes
 - c) Outstanding Long-Term Direct General Obligation Debt - Yes

- d) Authorized but Unissued Direct General Obligation Debt – [Currently not available but in our product roadmap.](#)
 - e) Special Tax Obligation Debt Service on Outstanding Bonds - [Yes](#)
 - f) Special Tax Obligation Actual & Projected Debt Service Coverage - [No](#)
 - g) Annual reporting for Treasurer’s Annual Report – [The system has numerous reports available for yearend reporting that can be used to create a Treasurer's Annual Report.](#)
 - h) Financial reporting - [The system has numerous reports available for Financial reporting purposes.](#)
 - i) Debt Cash flow reporting - [Yes](#)
 - j) Ad hoc reporting capabilities – [Reports and dynamic grids can easily be exported to Excel for ad hoc reporting purposes.](#)
- D. Software features for investment management must be compliant with GASB31 (Accounting and Financial Reporting for Certain Investments and for External Investment Pools), GASB 40 (Deposit and Investment Risk) and GASB 72 (Fair value Measurement).
1. At a minimum, the software must provide the following types of investment securities and money market instruments:
 - a) Agency Discount Notes - [supported](#)
 - b) Agency Callable Securities - [supported](#)
 - c) Agency Callable Step-up Securities - [supported](#)
 - d) Treasury Bills/Notes - [supported](#)
 - e) Commercial Paper - [supported](#)
 - f) Cash Accounts e.g., Passbook Accounts - [supported](#)
 - g) CD's - [supported](#)
 - h) Money Markets - [supported](#)
 - i) Equities – [can be tracked as a work around](#)
 - j) Repurchase agreement - [supported](#)
 - k) Support for other Investment Types as needed – [SymPro is a public-sector-driven solution that supports investments typically found in public-sector portfolios.](#)
 2. The City desires to have the following minimum program features in the proposed Solution:
 - a) No limits on the number of portfolios the program can maintain - [Yes](#)
 - b) No limits to the number of databases available - [Yes](#)
 - c) A minimum of 9,999,999 individual security transactions; security types must be pre-defined by [Insert Entity Name] – [There is no limit that our clients have encountered regarding the number of investments or transactions in the solution. Security types are](#)

predefined but can also be defined by the user.

d) Provide the following accretion/amortization options:

- Straight line - Yes
- Straight line from purchase until maturity - Yes
- Straight line, using 30-day month over 360-day year - Yes
- Scientific, using actual days over 365-day year (366 for leap years) - Yes
- Scientific, using 30-day month over 360-day year – Yes, level yield amortization is available.
- Scientific, daily iteration method, using actual days over 365- day year (366 for leap years) – Yes, level yield amortization is available.
- Scientific, daily iteration method, using 30-day months over 360-day year – Yes, the system has the ability to do a daily amortization calculation.
- Amortization, if necessary, at maturity only – Yes, this can be reflected when posting to the GL.
- Amortization calculation on original issue discount using 30- day months over a 360-day year - Yes
- Constant yield calculation on amortization date for short term, discount, non-coupon bearing, fixed income, securities using actual number of days over a 360-day year – Yes
- Constant yield calculation actual days over 365-day year - Yes
- Constant yield calculation 30-day months over 360-day year - Yes
- Constant yield calculation interpolation between coupon dates, actual days over 365-day year - Yes
- Constant yield calculation interpolation between coupon dates, 30- day months over 360-day year - Yes
- Cash Basis Accounting - Yes
- Rule of 78 method (sum of the day's digits) - No

The proposed Software, at a minimum must be capable to provide, track, and report on the following:

- Accretion/amortization for the month, and for the year, to date- Yes
- A current book or amortized value - Yes
- Accrued interest for the month, for the coupon period - Yes
- Bond equivalent yields to maturity - Yes
- Weighted average maturity - Yes
- Weighted average yield - Yes
- Unrealized gains and losses - Yes
- Call date - Yes
- Capability to generate system confirmation letters for trade settlement – System can generate trade tickets or position reports

on settlement date.

- Investment pools and money market funds - Yes
- Broker/dealer information - Yes
- Assign diversification percentages by investment type, maturity, rating, CUSIP, dealer, other - Yes
- Investment transaction history (i.e. purchase, sales, calls) - Yes
- Capable of providing Buy and Sell scenario analysis -
- Provide performance benchmark measurement capability - Yes
- Maturity schedule by CUSIP number (identifies most financial instruments), maturity and purchase date - Yes
- Provide sample report of cash flow modeling and forecasting –
There are numerous reports in the system that will show the actual or projected cash flows of the portfolio.

SymPro also has available an extensive cash management solution with extended forecasting capabilities, combining your bank transactions with your investment and debt cash flows. This is separate solution not being proposed in this RFP response.

3. The City desires Software that has automated process to upload market prices. Charges for any 3rd party market pricing services should be included in the cost of the Proposal. The City prefers not to enter into agreements with third party pricing services. In addition, the software should have the following market pricing capabilities:

SymPro has a pricing portal where the user can price the portfolio monthly. Pricing more frequently can be added at an additional cost.

- e) Market-pricing module available on a CUSIP number basis - Yes
 - f) Market prices for each security type – Yes for those supported in the system.
 - g) Price commercial paper - Yes
 - h) Market values must be saved for historical reporting purpose for previous years - Yes
 - i) A description of any limitations to pricing systems – Market prices are provided by ICE Data Services. They are one of the largest providers of security data in the industry. Prices and CUSIP data are limited to what is included by ICE Data Services. SymPro also offers integrations to Custodial Banks for market pricing and can also import from an Excel format. Users are also able to easily add pricing to a global table if needed. You are in control!
4. The City is seeking robust reporting capabilities in the proposed Software. Reports must be exportable into Excel for further analysis and provide the ability for end users to create custom reports. At a minimum the proposed Software must have the following capabilities:
- j) Allow for reports to be sorted by type of investment, by fund, by CUSIP, and

other formats – SymPro has over 50 standard reports with numerous sorting options available. These reports were designed by and for public sector reporting.

- k) Description of the procedure for requesting a new report – When a client request a new report, we ask them to send us a mockup of the report layout and data elements that they are looking for. If we cannot provide this in one of our standard reports, we will assess the report and determine the effort and value to the client base. Based on this, we will determine if there is a cost associated with the report.
- l) Description of the procedure for running a report – Reports are selected from the systems menu and run based on the options selected by the user. There is a check box available if the user would like to export into PDF or Excel.
- m) Description of the process to create and design a custom report; how many fields are included and how will future reports be assessed – Reports are one of the strengths of the SymPro solution. Users can export the standard report into Excel for extended charting and graphing or for customization. In the T-Cloud version of SymPro scheduled for release in Q1 of 2025, there is a full ad hoc reporting tool with an extensive set of data elements available.
- n) Merge portfolios for consolidated reporting purposes – There are options available in configuring the system depending upon the consolidated reporting required by the entity.
- o) Produce charts and graphs – There are standard charts and graphs available with various standard reports. Clients will also export the standard reports to Excel to take advantage of Excel's extensive and powerful capabilities.
- p) Run historical reports (i.e. an inventory report that includes market values for previous years) – The system provides for historical reporting.
- q) Run reports based on participating indicators for GASB 31, 40, 72 and any future statements of the Governmental Accounting Standards Board (GASB). The investment system includes standard reports for GASB 31, 40, and 72. SymPro has over 400 entities relying on our solutions, so any future GASB requirements would be quickly added to the system.

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE:	Fiscal Year 2024 City Street Financing Report
SUMMARY:	City Manager transmitting the annual City Street financing report that has been filed with the Iowa Department of Transportation.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. MVM Memo FY24 State of Iowa Street Financing Report_MVM Memo
2. FY24 State of Iowa Street Financing Report_Staff Memo (1)
3. FY24 Iowa Street Financing Report



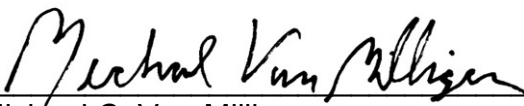
TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fiscal Year 2024 City Street Financing Report.

DATE: November 22, 2024

Chief Financial Officer Jennifer Larson is transmitting the annual City Street financing report that has been filed with the Iowa Department of Transportation.


Michael C. Van Milligen

MCVM/bd
Attachment

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



TO: Mike Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer, Brian DeMoss, Finance Manger

SUBJECT: Fiscal Year 2024 City Street Financing Report.

DATE: November 22, 2024

The annual City Street Financing Report has been filed with the Iowa Department of transportation pursuant to the Code of Iowa, Chapter 312, Section 14. This report includes all fiscal year 2024 activity related to the City's Street related expenses and revenues.

Should you have questions on the attached report, please feel free to contact me.

Thank you.

BD

cc: Brian DeMoss, Finance Manager
Gus Psihoyos, City Engineer



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024

Dubuque

11/22/2024 8:17:43 AM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$450,823	\$1,332,787			\$561,673		\$2,345,283
Benefits - Roads/Streets	\$165,302	\$506,984			\$192,572		\$864,858
Training & Dues	\$20,447	\$16,550			\$3,413		\$40,410
Building & Grounds Maint. & Repair		\$118,574					\$118,574
Road Beautification					\$7,330		\$7,330
Vehicle & Office Equip Operation and Repair	\$2,894	\$32,365					\$35,259
Other Utilities	\$35,800	\$18,278					\$54,078
Engineering	\$2,400				\$412,358		\$414,758
Insurance	\$5,157	\$38,245					\$43,402
Janitorial		\$554					\$554
Legal		\$32,585					\$32,585
Printing	\$1,088						\$1,088
Rents & Leases		\$1,630					\$1,630
Street Maintenance Expense	\$4,898						\$4,898
Technology Expense	\$5,155	\$154,583					\$159,738
Other Professional Services	\$77,472				\$48,738		\$126,210
Other Contract Services	\$20,787	\$211,082			\$164,800		\$396,669



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Dubuque

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Minor Equipment Purchases	\$2,464	\$27,613					\$30,077
Other Equipment		\$49,732			\$112,468		\$162,200
Office Supplies	\$2,822	\$56,202					\$59,024
Operating Supplies					\$1,494		\$1,494
Postage & Safety	\$1,127	\$150					\$1,277
Other Supplies		\$16,257					\$16,257
Vehicles		\$175,945					\$175,945
Furniture & Fixtures	\$12,449						\$12,449
Heavy Equipment		\$162,953			\$589,073		\$752,026
Other Capital Equipment		\$544,664			\$39,018		\$583,682
Land Purchase					\$450		\$450
Right-of-Way					\$16,922		\$16,922
Street - Preservation		\$1,348,506					\$1,348,506
Other Capital Outlay	\$7,380	\$291,568			\$5,034,399	\$76,160	\$5,409,507
Principal Payment				\$247,467			\$247,467
Interest Payment				\$67,205			\$67,205
Transfer Out		\$631,841	\$21,639		\$229,421	\$15,903	\$898,804
Street Lighting		\$790,140					\$790,140
Traffic Control/Safety	\$1,162,691	\$891					\$1,163,582
Snow Removal		\$1,262,899					\$1,262,899



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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Depreciation & Building Utilities		\$119,402					\$119,402
Street Cleaning		\$581,058					\$581,058
Snow Removal Salaries		\$274,645					\$274,645
Snow Removal Benefits		\$161,463					\$161,463
Total	\$1,981,156	\$8,960,146	\$21,639	\$314,672	\$7,414,129	\$92,063	\$18,783,805



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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$1,981,156		\$0	\$0			\$1,981,156
Other Taxes (Hotel, LOST)					\$3,658,701		\$3,658,701
Interest					\$324,529		\$324,529
Rents & Leases					\$27,571		\$27,571
Federal Grants					\$426,964		\$426,964
State Revenues - Road Use Taxes		\$8,428,119					\$8,428,119
Other State Grants - IDOT					\$907,137		\$907,137
Charges/fees						\$92,063	\$92,063
Assessments			\$21,639				\$21,639
Contributions		\$207,567					\$207,567
Sale of Property & Merchandise		\$12,656					\$12,656
Transfer In		\$19,291		\$314,672	\$472,748	\$92,093	\$898,804
Total	\$1,981,156	\$8,667,633	\$21,639	\$314,672	\$5,817,650	\$184,156	\$16,986,906



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Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2017A - Streets Only	\$340,484	\$56,000	\$11,487	\$56,000	\$11,487	\$284,484
2018A - Streets Only	\$567,617	\$66,499	\$17,029	\$66,499	\$17,029	\$501,118
2021A-Streets Only	\$1,478,825	\$124,968	\$38,689	\$124,968	\$38,689	\$1,353,857
Total	\$2,386,926	\$247,467	\$67,205	\$247,467	\$67,205	\$2,139,459



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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Chevrolet Pickup Truck	2012	Purchased	\$29,328	Sold
John Deere Gator	2019	Purchased	\$7,532	No Change
Freightliner Single Axle Dump Truck	2016	Purchased	\$124,039	No Change
John Deere 410L	2020	Purchased	\$72,500	No Change
International 7400 w/combo box	2013	Purchased	\$106,699	Traded
Freightliner Dump Truck	2017	Purchased	\$166,558	No Change
John Deere 323E Skid-Steer	2014	Purchased	\$63,327	No Change
Freightliner Dump Truck	2017	Purchased	\$166,764	No Change
Reversible Plate Compactor	2016	Purchased	\$7,600	No Change
Ver-mac Sign Board	2019	Purchased	\$13,150	No Change
Freightliner Bucket Truck	2009	Purchased	\$137,049	Traded
John Deere Wheel Loader Forks Attachment	2010	Purchased	\$5,433	No Change
Freightliner Tandem Dump Truck w/combo Box	2016	Purchased	\$136,215	No Change
John Deere Backhoe /Loader	2010	Purchased	\$82,318	No Change
H&H Trailer GT20	2014	Purchased	\$6,175	No Change
WACKER NEUSON VP1340 - VIBRATOR PLATE	2008	Purchased	\$1,750	No Change
Dynapac Vibratory Asphalt Roller	2019	Purchased	\$23,390	No Change
Ford Pickup Truck	2017	Purchased	\$34,280	No Change
Dynapac CC122 12 Series	2005	Purchased	\$25,842	No Change
John Deere Motor Grader	2010	Purchased	\$194,335	No Change
Huszvarna 30" Pavement Saw	2009	Purchased	\$21,970	No Change



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Description	Model Year	Usage Type	Cost	Purchased Status
Atlas Copco Air Compressor	2009	Purchased	\$10,351	No Change
John Deere Wheel Loader - 644K	2012	Purchased	\$220,000	No Change
Freightliner Single Axle Dump Truck	2016	Purchased	\$124,039	No Change
Freightliner Dump Truck with Combo Box	2016	Purchased	\$136,215	No Change
STIHL MVS-TS420-14 - SAW	2017	Purchased	\$909	No Change
STIHL MS170 - CHAIN SAW	2019	Purchased	\$180	No Change
PALADIN X4575 - CUTTER	2018	Purchased	\$23,500	No Change
MULTI-QUIP MTX60HD - TAMPING RAMMER	2017	Purchased	\$2,265	No Change
MULTI-QUIP MTX60HD - RAMMER	2013	Purchased	\$2,265	No Change
MIKASA MVC-82VH - VIBRATOR PLATE	2012	Purchased	\$1,750	No Change
INTERNATIONAL HV607 SBA	2020	Purchased	\$164,773	No Change
INTERNATIONAL HV607 SBA	2020	Purchased	\$190,773	No Change
INTERNATIONAL HV607 SBA	2020	Purchased	\$164,773	No Change
Honda TRASH PUMP - 2" PUMP	2016	Purchased	\$998	No Change
Honda HND-WT-30 - TRASH PUMP 3 IN	2015	Purchased	\$1,216	No Change
Honda HND-WT-30 - 3 " PUMP	2017	Purchased	\$1,220	No Change
International HV607EX type Distributor	2020	Purchased	\$154,707	No Change
Honda - TRASH PUMP 3 IN	2014	Purchased	\$1,179	No Change
H & H TRAILER UT20 - Trailer	2015	Purchased	\$4,978	No Change
FIVE D INDUSTRIES HOT PATCH BE - HOT PATCH BOX	2020	Purchased	\$20,005	No Change
CYCLONE CY5000 - SWEEPER	2020	Purchased	\$156,540	No Change
B-B UTILITY TILT BED TRAILER T - TRAILER B&B	2016	Purchased	\$5,500	No Change
B-B UTILITY TILT BED TRAILER F - TRAILER	2018	Purchased	\$17,970	No Change



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Description	Model Year	Usage Type	Cost	Purchased Status
Silverado 4WD 12,000 GVW Dump w/snow Equipment	2013	Purchased	\$58,695	No Change
Ford F350	2017	Purchased	\$58,757	No Change
Freightliner Dump Truck	2017	Purchased	\$166,764	No Change
H10252 Plate Compactor	2023	Purchased	\$10,592	No Change
cobra curber including dump bucket	2022	Purchased	\$18,955	No Change
B&B Tilt Trailer	2023	Purchased	\$11,090	No Change
John Deere Lawn Tractor	2016	Purchased	\$27,100	No Change
John Deere 85G Backhoe Loader	2023	Purchased	\$129,500	No Change
Vacuum Sweeper	2023	Purchased	\$302,093	No Change
Cimline Crack Sealer Unit	2022	Purchased	\$48,095	No Change
3250 - Endloader Grapple Bucket	2023	Purchased	\$24,300	No Change
Caterpillar Asphalt Roller	2010	Purchased	\$48,575	No Change
3500 HD Dodge Ram	2019	Purchased	\$28,500	No Change
Jet Flusher Truck / Pipe Cleaner	2014	Purchased	\$207,490	No Change
John Deere 625i Gator	2014	Purchased	\$10,671	No Change
JD Skid loader	2019	Purchased	\$63,650	No Change
Morrison Speed Screed	2018	Purchased	\$8,991	No Change
Sewer Easement Machine	2009	Purchased	\$38,783	No Change
Elgin Pelican P Dual Sweeper	2013	Purchased	\$189,459	No Change
John Deere Tractor	2010	Purchased	\$79,360	No Change
Freightliner Tandem Dump Truck with Henderson Combo Dump Box	2017	Purchased	\$203,122	No Change
International Vac/Flusher Unit	1998	Purchased	\$124,756	No Change
M2106 Freightliner with Schwarze Sweeper	2015	Purchased	\$190,315	No Change



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Description	Model Year	Usage Type	Cost	Purchased Status
International 7400 w/loadal	2013	Purchased	\$131,251	Traded
Gorman Rupp 10" Trash Pump	2004	Purchased	\$35,720	No Change
B&B Trailer	2008	Purchased	\$5,585	No Change
Catepillar	2008	Purchased	\$277,632	No Change
B&B Trailer	2017	Purchased	\$6,400	No Change
B&B Trailer	2017	Purchased	\$8,050	No Change
John Deere Lawn Tractor X758	2017	Purchased	\$10,850	No Change
Global 6" Trash Pump	2021	Purchased	\$50,138	No Change
Honda 3" Trash Pump	2003	Purchased	\$1,197	No Change
Freightliner 108 SD	2020	Purchased	\$141,470	No Change
Cimline Crack Saw	1990	Purchased	\$2,381	No Change
John Deere endloader 624K	2009	Purchased	\$129,292	No Change
HOMEL HOMELITE - TRASH PUMP 3 IN	1996	Purchased	\$1,179	No Change
Atlas Copco Air Compressor	2003	Purchased	\$7,819	No Change
Freightliner w/Henderson Combo Dump Box	2020	Purchased	\$115,909	No Change
Sullivan D185PJD Air Compressor	2014	Purchased	\$9,517	No Change
Ingersoll Rand Roller	2002	Purchased	\$5,356	No Change
John Deere 85G Excavator	2018	Purchased	\$125,900	No Change
John Deere Wheel Loader	2000	Purchased	\$118,750	No Change
John Deere 6247 Endloader	2007	Purchased	\$136,108	No Change
John Deere Wheel Loader 624K	2015	Purchased	\$214,000	No Change
WACKER NEUSON VP 1340AW - VIBROPLATE	2016	Purchased	\$1,750	No Change
VER-MAC PCMS-548/HYD - Message Board	2021	Purchased	\$14,450	No Change



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Description	Model Year	Usage Type	Cost	Purchased Status
TSURUMI 2" 2/3 HP - PUMP	2016	Purchased	\$328	No Change
STIHL TS500i - SAW	2016	Purchased	\$999	No Change
STIHL TS500i - CONCRETE SAW	2019	Purchased	\$1,203	No Change
STIHL TS500i - CONCRETE SAW	2019	Purchased	\$1,203	No Change
STIHL TS400 - CONCRETE SAW	2004	Purchased	\$1,203	No Change
International Dump Truck w/Combo Box	2013	Purchased	\$106,699	Traded
Freightliner Single Axle Dump Truck	2016	Purchased	\$124,039	No Change
Target Pro 65 III Concrete Saw	1998	Purchased	\$8,927	No Change
Townmaster Trailer	1993	Purchased	\$5,481	No Change
Chevrolet 4WD 12,000 GVW Dump	2013	Purchased	\$58,695	No Change
Freightliner 213,500 GVW	2017	Purchased	\$90,634	No Change
International HV607 SBA w/ Vactor	2020	Purchased	\$344,080	No Change
Ford F550 Crew Cab	2019	Purchased	\$126,316	No Change
Trailer King Trailer	1985	Purchased	\$2,836	No Change
Ingersoll Rand Roller	1991	Purchased	\$3,210	No Change
Portable Jet/Root Cutter	2000	Purchased	\$8,595	No Change
Gorman Rupp 6" Trash Pump	1985	Purchased	\$11,595	No Change
Godwin 4" Trash Pump	2006	Purchased	\$18,782	No Change
Ford Hi-Cube Van 2/ CCTV Equip	2007	Purchased	\$99,000	No Change
PECO Manhole Cutter	1998	Purchased	\$13,260	No Change
Tsurumi-6" trash pump	2014	Purchased	\$15,794	No Change
CH&S - 6" Trash Pump	1999	Purchased	\$13,846	No Change
Chevrolet 3500 Sewer Rodder Silverado	2009	Purchased	\$76,593	No Change



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Description	Model Year	Usage Type	Cost	Purchased Status
Ford F550 4WD	2020	Purchased	\$59,765	No Change
Street Sweeper	2023	Purchased	\$569,217	New
DumpTruck	2023	Purchased	\$199,654	New
DumpTruck	2023	Purchased	\$199,654	New
Utility Compactor	2023	Purchased	\$62,062	New



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Street Projects

Project Description	Contract Price	Final Price	Contractor Name
US 20 to JFK	\$8,541,862	\$8,595,420	Pirc-Tobin



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Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$8,167,586	\$0	\$4,874	\$5,323,892	\$0	\$13,496,352
SubTotal Expenses (-)	\$1,981,156	\$8,328,305		\$314,672	\$7,184,708	\$76,160	\$17,885,001
Transfers Out (-)		\$631,841	\$21,639		\$229,421	\$15,903	\$898,804
Subtotal Revenues (+)	\$1,981,156	\$8,648,342	\$21,639	\$0	\$5,344,902	\$92,063	\$16,088,102
Transfers In (+)		\$19,291		\$314,672	\$472,748	\$92,093	\$898,804
Ending Balance	\$0	\$7,875,073	\$0	\$4,874	\$3,727,413	\$92,093	\$11,699,453

Resolution Number:

Execution Date: Monday, December 2, 2024

Signature: Brian DeMoss

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE:	Application for EPA Brownfields Assessment Grant
SUMMARY:	City Manager recommending City Council approval to apply for a 2025 round of EPA Brownfields Assessment Grant in an amount of \$500,000.
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: Application for EPA Brownfields Assessment Grant

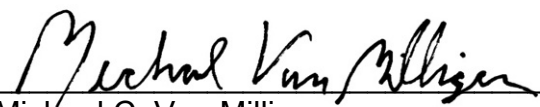
DATE: November 25, 2024

Economic Development Director Jill Connors is recommending City Council approval to apply for a 2025 round of EPA Brownfields Assessment Grant in an amount of \$500,000.

This grant does not have a match requirement and is anticipated to assist with assessments and planning for public and private properties in the North Port, South Port, and Washington Neighborhood. These areas are prime for infill development, including housing, commercial spaces, hospitality uses, and parks. Under the grant the following activities will be undertaken over a 3-year period:

- Community Engagement
- Site Selection
- Property Phase I and Phase II Assessments
- Cleanup and Reuse Planning
- Health Monitoring

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
Jennifer Larson, Chief Financial Officer
Nathan Kelleher, Budget/Financial Analyst
Gus Psihoyos, City Engineer
Mary Rose Corrigan, Public Health Director
Anderson Sainci, Director of Office of Shared Prosperity & Neighborhood Support
Gisella Aitken-Shadle, Chief of Equity & Human Rights
Antonio Mouzon, Community Impact 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: Application for EPA Brownfields Assessment Grant

DATE: November 18, 2024

INTRODUCTION

This memorandum requests approval to apply for a 2025 round of EPA Brownfields Assessment Grant in an amount of \$500,000.

BACKGROUND

EPA Brownfields grants have been indispensable in the redevelopment of Dubuque's downtown, bringing millions of dollars of assistance to the effort of assessing, planning, and implementing cleanup of contaminated property. Since 2002, Dubuque has successfully administered 8 EPA brownfields grants totaling \$2,400,000 in EPA funds, in addition to local match. This has spurred hundreds of millions of dollars of investment in our downtown.

We are currently in the final stages of expending the balance of an \$800,000 EPA Brownfields Multipurpose grant.

DISCUSSION

The EPA has a round of brownfields assessment grants available which has no matching funds requirement. For this reason, despite not having completely spent down the current Multipurpose Grant, we intend to apply for a Brownfields Assessment Grant. The advantage of an assessment grant is that the funds can be used on both publicly- and privately-held property.

Anticipated Amount: \$500,000

Match Required: No

Match Funding Source: No match required

Match Amount: N.A.

Application Due Date: 11/14/2024

Anticipated Notification Date: 01/31/2025

Anticipated Receipt of Money: 10/01/2025

Departments Involved: Economic Development, Engineering, Health Services, Office of Shared Prosperity and Neighborhood Support, Office of Equity and Human Rights, Multicultural Family Center

GRANT OBJECTIVE

This grant is anticipated to assist with assessments and planning for public and private properties in the North Port, South Port, and Washington Neighborhood. These areas are prime for infill development, including housing, commercial spaces, hospitality uses, and parks. Under the grant the following activities will be undertaken over a 3-year period:

- Community Engagement
- Site Selection
- Property Phase I and Phase II Assessments
- Cleanup and Reuse Planning
- Health Monitoring

RECOMMENDATION

I respectfully request City Council approval to apply for the 2025 round of EPA Brownfields Assessment Grants in an amount of \$500,000.

Cc: Jennifer Larson, Chief Financial Officer
Nathan Kelleher, Budget/Financial Analyst
Gus Psihoyos, City Engineer
Mary Rose Corrigan, Public Health Director
Anderson Sainci, Director of Office of Shared Prosperity & Neighborhood Support
Gisella Aitken-Shadle, Chief of Equity & Human Rights
Antonio Mouzon, Community Impact Director

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE:	Updated Boards and Commissions Application and Demographic Information
SUMMARY:	City Clerk providing an updated application and demographics information for boards and commissions.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Staff Memo
2. Updated Application
3. Updated Demographics Information



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 Breitfelder, City Clerk

DATE: November 26, 2024

SUBJECT: Updated Boards and Commissions Application and Demographic Information

The City Clerk's Office is providing a copy of the revised application and demographics information for Boards and Commissions. With the elimination of state gender balance requirements, the gender question has been removed from the application and remains an optional question included in the demographics information. Additionally, the question regarding occupation has been replaced with a more inclusive prompt asking applicants to describe the experiences, including professional experiences, that have prepared them for service on a board or commission. This update was made in consultation with Equity and Human Rights staff, who recommended this approach as less intimidating, particularly since most boards and commissions do not have specific job requirements.

Of note, the Building Code Advisory and Appeals Board does have requirements for professional expertise, as most of its members must be professionals in residential construction, commercial construction, electrical construction, plumbing construction, or heating, ventilation, and air conditioning (HVAC) construction. For online applications, applicants selecting this board will see an additional question asking them to indicate their trade qualification. For paper applications, staff will follow up with applicants to confirm their relevant qualifications.

The demographics information has been updated to include reworded and additional questions. Providing demographic information is entirely optional and is kept confidential by the City Clerk's Office. This information is collected to assess the current demographic composition of boards and commissions, evaluate diversity, and inform potential strategies for targeted recruitment.

This information is provided for City Council to receive and file.

cc: Michael Van Milligen, City Manager
Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Trish Gleason, Assistant City Clerk

Gisella Aitken-Shadle, Chief of Equity and Human Rights
Ann Marie Jannette, Equity and Human Rights Specialist

**CITY OF DUBUQUE, IOWA
BOARD/COMMISSION APPLICATION**

This application is a public document and as such can be reproduced and distributed for the public.

Specific attention should be directed to possible conflicts of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

Note: Additional requirements may apply to certain boards and commissions. Please refer to the specific board/commission details for more information.

- Residency within the corporate city limits
- Minimum age of 18
- Cannot be employed by the City of Dubuque

BOARD/COMMISSION APPLYING FOR: _____

NAME: _____

PRONUNCIATION: _____

****Example Name: Petrona Dominguez**

****Pronunciation: [Peh-Tro-Nuh Dough-MIN-Gezz]**

STREET ADDRESS: _____ ZIP: _____

You must live within the corporate city limits of Dubuque to be eligible for a city board or commission

PREFERRED PHONE NUMBER: (_____) _____ - _____

E-MAIL ADDRESS(ES): _____

1. HOW DID YOU HEAR ABOUT CITY OF DUBUQUE BOARDS AND COMMISSIONS?

- ☐ City of Dubuque Website, ☐ City Life or another City of Dubuque Program,
☐ City of Dubuque social media, ☐ Through a friend,
☐ Other: Please specify: _____

2. HAVE YOU PARTICIPATED IN THE CITY OF DUBUQUE CITY LIFE PROGRAM: ☐ YES ☐ NO
If so, when? _____

3. ARE YOU CURRENTLY SERVING ON A CITY BOARD OR COMMISSION: ☐ YES ☐ NO
If yes, which? _____

4. HAVE YOU SERVED ON A CITY BOARD OR COMMISSION BEFORE: ☐ YES ☐ NO
If yes, which? _____

For this section, please feel free to attach additional pages if necessary.

WHY ARE YOU INTERESTED IN APPLYING FOR THIS BOARD OR COMMISSION?

DESCRIBE YOUR EXPERIENCES (PROFESSIONAL, PERSONAL, OR VOLUNTEER), SKILLS, AND/OR EDUCATION THAT HAVE PREPARED YOU FOR SERVICE ON THIS BOARD/COMMISSION:

SHARE YOUR EXPERIENCE WORKING IN DIVERSE ENVIRONMENTS:

LIST TWO PROFESIONAL REFERENCES: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.)

NAME: _____

PHONE NUMBER: _____

RELATIONSHIP: _____

NAME: _____

PHONE NUMBER: _____

RELATIONSHIP: _____

ACKNOWLEDGEMENT

I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the board or commission to which I am applying.

SIGNATURE: _____

DATE: _____

INTRODUCING YOURSELF TO THE CITY COUNCIL:

Once there is a vacancy for the board or commission you are applying for, your application will be reviewed by the City Council at a regular City Council meeting and appointed at a subsequent meeting.

1. You are encouraged to attend the Application Review meeting to briefly introduce yourself to the City Council and be available for any questions regarding your application. The City Clerk's Office will inform you of the meeting date via email.
2. If you are not able to attend the meeting to introduce yourself, please consider sending the City Council an email to introduce yourself and state your reasons for applying. You can contact the City Council directly at www.cityofdubuque.org/councilcontacts Fill in the required sections and select "City Council" as the department. Your message will be received by each of the council members.
3. If attending in person, during the Boards and Commissions section on the agenda, the Mayor will ask if there is anyone present to speak to the application.
4. Step to the podium, state your name and address and then tell the City Council a little bit about yourself and why you would like to serve on the board or commission.
5. Please keep your comments to less than 5 minutes. City Council meetings begin at 6:30 p.m. in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

At a subsequent City Council meeting, the City Council will appoint applicants to the vacant term(s). The City Clerk's Office will notify you if you are appointed via email.

Please contact the City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001. 563-589-4120; cityclerk@cityofdubuque.org if you have questions.

Thank you for your interest in the City of Dubuque Boards and Commissions.

Demographic Information OPTIONAL



The Dubuque City Council values diversity on its boards and commissions. Your responses on this page provide valuable information to the Council to examine whether its boards and commissions are representative of the community it serves and help the City Clerk's Office in examining whether we are reaching a diverse audience with our vacancy notifications for the boards and commissions.

Providing the following information is optional. It is considered confidential and will not be associated with individual applicant information nor used in the selection process.

1. GENDER (choose all that apply):

- ☐ Female ☐ Male ☐ Other

2. WHAT IS YOUR AGE RANGE?

- ☐ 18-24 ☐ 25-34 ☐ 35-44 ☐ 45-54 ☐ 55-64 ☐ 65 or older

3. PLEASE SPECIFY YOUR RACE AND/OR ETHNICITY (please check all that apply):

- ☐ American Indian/Alaskan native, ☐ Asian, ☐ Black/African American,
☐ Hispanic/Latino, ☐ Native Hawaiian/Other Pacific Islander, ☐ White,
☐ Other Please specify _____

4. HIGHEST EDUCATION ATTAINED:

- ☐ High school diploma ☐ Bachelor's degree or higher

5. DO YOU IDENTIFY AS LGBTQ+?:

- ☐ YES ☐ NO

6. DO YOU IDENTIFY AS A PERSON WITH A DISABILITY?

- ☐ YES ☐ NO

7. ARE YOU A MILITARY VETERAN?

- ☐ YES ☐ NO

8. WHAT IS YOUR PRIMARY LANGUAGE?

- ☐ ENGLISH ☐ SPANISH ☐ MARSHALLESE
☐ OTHER (PLEASE SPECIFY) _____

9. WHAT IS YOUR CURRENT OCCUPATION? _____

Federal law prohibits discrimination on the basis of race, color, religion, disability, sex, or national origin, as well as discrimination on the basis of age against persons over the age of 40. Some state and city legislation prohibits discrimination on the basis of age, marital status, sexual orientation, gender identity, race, color, religion, sex, national origin, or any other basis prohibited by law.

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE: 2024 Maintenance Dredging Project No. 1 - Acceptance of Public Improvement Construction Contract - Project Number: 5546000001-304-67990 Harbor Area Dredging

SUMMARY: City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$311,300.00 to Newt Marine Service for the 2024 Maintenance Dredging Project No. 1.
RESOLUTION Accepting The 2024 Maintenance Dredging Project No. 1 And Authorizing Final Payment To The Contractor

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

ATTACHMENTS:

1. MVM Memo
2. 2024 Maintenance Dredging Project No. 1 - Council Staff Acceptance MEMO
3. 2024 Maintenance Dredging Project - Acceptance Resolution
4. 2024 Maintenance Dredging Project - Engineers Cert of Completion

TO: The Honorable Mayor and City Council Members

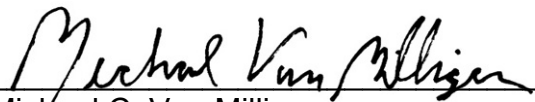
FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 Maintenance Dredging Project No. 1
Acceptance of Public Improvement Construction Contract
Project Number: 5546000001-304-67990 Harbor Area Dredging

DATE: November 25, 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 \$311,300.00 to Newt Marine Service for the 2024 Maintenance Dredging Project No. 1.

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



Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Bob Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer
Nathan Steffen, Civil Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: December 2, 2024

RE: 2024 Maintenance Dredging Project No. 1
Acceptance of Public Improvement Construction Contract
Project Number: 5546000001-304-67990 Harbor Area Dredging

INTRODUCTION

The enclosed resolution provides for the acceptance of the Public Improvement Construction Contract for the 2024 Maintenance Dredging Project No. 1.

BACKGROUND

In the fall of 2022, Dubuque Marina submitted a Boating Infrastructure Grant (BIG Tier 1) application to the Iowa DNR for dredging the marina to provide transient boaters, and boaters who operate vessels 26 feet or larger, access to docking and safe harbor facilities, including fueling, pump-out, bathroom and shower facilities, access to clean water, electricity, and other utilities.

In February 2023, Dubuque Marina was notified by the Iowa DNR that they were awarded \$200,000 in BIG Tier 1 grant funding. During the grant development process, it became apparent that it would be challenging for Dubuque Marina to administer and comply with all the federal grant requirements.

Based on the potential challenges for Dubuque Marina to successfully administer a federal BIG Tier 1 grant funded project, the Iowa DNR approached the City to inquire if the City would be interested in becoming the BIG Tier 1 Grant Recipient and be the responsible lead agency for administering the federal grant.

Since the City regularly performs maintenance dredging projects and has successfully completed two (2) previous BIG grant funded project, City staff supported assuming the lead agency role for the 2022 BIG Tier 1 grant to perform maintenance dredging at Dubuque Marina.

Since the Dubuque Marina was the original grant applicant, for the City to become the Grant Recipient, the City was required to submit a new, separate application to the U.S. Fish and Wildlife Service (USFWS) and Iowa DNR for the 2022 Boating Infrastructure Tier 1 Grant. In August 2023, per Resolution 248-23, the City Council authorized staff to submit the 2022 Boating Infrastructure Tier 1 Grant application.

In November 2023, the City received the Notice of Award from the Iowa DNR / USFWS for the BIG Tier 1 Grant, and per Resolution 379-23, the City Council authorized the execution of the BIG Tier 1 Subrecipient Grant Agreement.

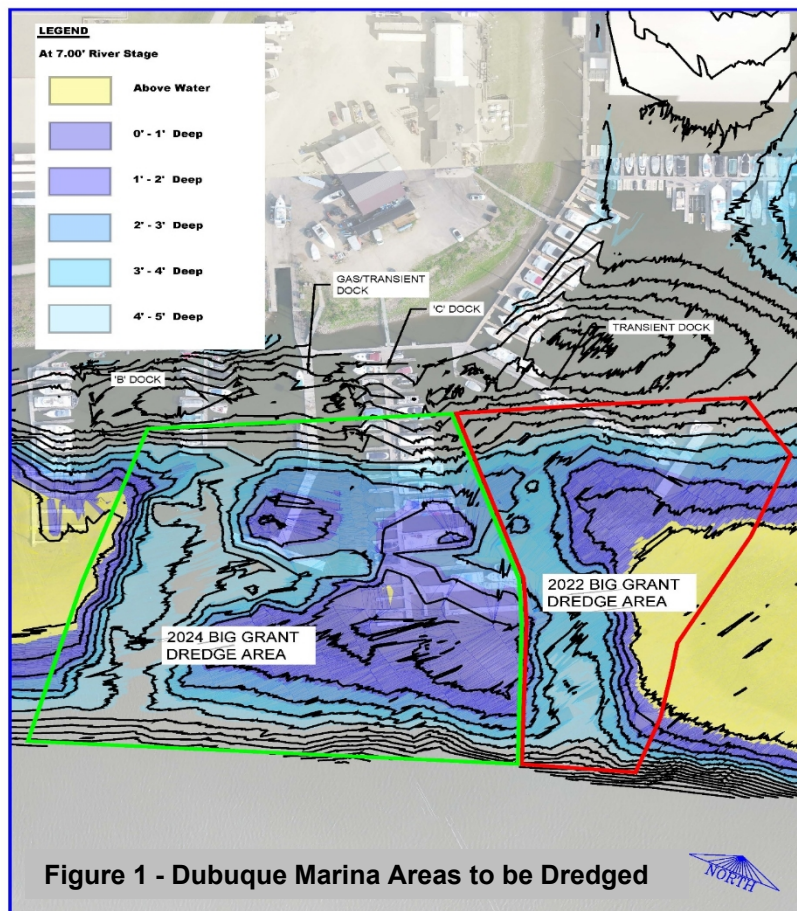
DUBUQUE MARINA FUNDING AGREEMENT

In November 2023, per Resolution 380-23, the City Council authorized the execution of a Funding Agreement between the City and Dubuque Marina, Inc. for the partnership agreement to provide the required local match funding (\$117,500) for the 2022 BIG Tier 1 Grant to perform maintenance dredging at Dubuque Marina

BIG TIER 1 GRANTS - DREDGING PLAN

Upon reviewing the BIG grant eligible scope of work for maintenance dredging, and after discussions with Dubuque Marina and Iowa DNR staff, City proposed a 2-phase dredging project to support the local and regional transient boating at the marina.

The objective and scope of work for the 2024 Maintenance Dredging Project No. 1, utilizing the 2022 BIG TIER 1 Grant funding was to perform maintenance dredging within the approximate area shown in Figure 1, to an approximate river bottom elevation of 586-Ft., which will provide adequate depth for transient boats 26 feet in length or greater and will create a safe open water for navigating vessels from the Peosta Channel to and from the marina transient docks.



2024 Maintenance Dredging Project No. 1

2022 BIG Tier 1 Grant Funding used to perform dredging within the area outlined in **RED**.

2024 Maintenance Dredging Project No. 2

City of Dubuque received a 2024 BIG Tier 1 Grant to assist in funding to perform dredging within the area outlined in **GREEN**.

In September 2023, per Resolution 284-23, the City Council authorized staff to submit the 2024 Boating Infrastructure Tier 1 Grant application. The objective and scope of work for the proposed 2024 Maintenance Dredging Project No. 2, utilizing the 2024 BIG Grant funding is to continue with the completion of maintenance dredging within the area shown in Figure 1, to an approximate river bottom elevation of 586-Ft. This will create a larger open waterway for navigating transient vessels from the Peosta Channel to and from the marina transient docks and provide safe access to the existing transient dock for fuel, water, and holding tank pump-out. On July 11th, 2024, the Iowa DNR Commission approved the 2024 BIG Tier 1 grant award and the Subrecipient Grant Agreement and per Resolution 307-24, the grant agreement was executed.

The 2024 Maintenance Dredging Project No. 2, utilizing the 2024 BIG Grant funding is planned to be completed next year.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorize the payment of \$311,300.00 to Newt Marine Service for the 2024 Maintenance Dredging Project #1.

BUDGET IMPACT

The project cost for the 2024 Maintenance Dredging Project No. 1 is summarized in the following table:

Description	Cost Estimate	Award	Final Cost
Dredge Construction - Dubuque Marina	\$ 287,500.00	\$ 312,000.00	\$311,300.00
Contingency (Over Dredge Depth)	30,000.00	5,000.00	0.00
Total Construction Cost Estimate	\$ 317,500.00	\$ 317,500.00	\$311,300.00

The proposed project funding is summarized as follows:

Project Number	Fund Description	Fund Amount
5546000001-304-67990	Harbor Area Dredging (BIG TIER 1 Grant)	\$ 196,119.00
	Private Participation - Dubuque Marina	115,181.00
Total Project Funding		\$ 311,300.00

REQUESTED ACTION

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 \$311,300.00 to Newt Marine Service for the 2024 Maintenance Dredging Project No. 1.

cc: Jenny Larson, Chief Financial Officer
Bob Schiesl, Assistant City Engineer
Nathan Steffen, Civil Engineer
George Scholten, Iowa DNR
Dubuque Marina

F:\PROJECTS\DREDGING PROJECTS\2024 Maintenance Dredge\Council & Staff Documents\Project #1\Award

RESOLUTION NO. -24

**ACCEPTING THE 2024 MAINTENANCE DREDGING PROJECT NO. 1 AND
AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

WHEREAS, the public improvement contract for the 2024 Maintenance Dredging Project No. 1, (the Project) has been completed by the Contractor, Newt Marine Service of Dubuque Iowa (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$311,300.00;

WHEREAS, the Contractor has previously been paid \$202,867.75, leaving a credit refund balance of \$108,432.25; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay the Contractor for the balance of the retainage of \$108,432.25 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved and adopted this 2nd day of December 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breittfelder, City Clerk

CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE 2024 MAINTENANCE DREDGING PROJECT NO. 1

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2024 Maintenance Dredging Project No. 1 and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total project cost of the completed work is \$311,300.00.

Dated this 22nd day of November 2024.



Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 22nd day of November 2024.



Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE: Seippel Road Water Main Lowering Project - Acceptance of Public Improvement Construction Contract - Project Code: 4281000059

SUMMARY: City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$172,651.98 to Top Grade Excavating, Inc. of Farley, Iowa, for the Seippel Road Water Main Lowering Project.
RESOLUTION Accepting The Seippel Road Water Main Lowering Project And Authorizing Final Payment To The Contractor

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

ATTACHMENTS:

1. MVM Memo
2. Seippel Road Water Main Lowering Project - Acceptance Memo
3. Seippel Road Water Main Lowering Project - Acceptance Resolution
4. 3 Engineer's Certificate of Completion
5. Kwik Trip Reimbursement Breakdown
6. 2023-12-18 City Kwik Trip Dev Agreement - Seippel Airborne Intersection - Fully Executed

TO: The Honorable Mayor and City Council Members

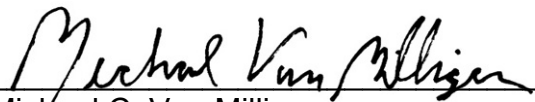
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Seippel Road Water Main Lowering Project
Acceptance of Public Improvement Construction Contract
Project Code: 4281000059

DATE: November 25, 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 \$172,651.98 to Top Grade Excavating, Inc. of Farley, Iowa, for the Seippel Road Water Main Lowering 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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: November 22, 2024

SUBJECT: Seippel Road Water Main Lowering Project
Acceptance of Public Improvement Construction Contract
Project Code: 4281000059

INTRODUCTION

The enclosed resolution provides for the acceptance of the Public Improvement Construction Contract for the Seippel Road Water Main Lowering Project located at the intersection of Seippel and Airborne Road.

BACKGROUND

By Resolution 411-23 on December 18, 2023, City Council approved an agreement between the City of Dubuque and Kwik Trip, Inc. (KTI) for construction of certain off-site public roadway and utility improvements at the intersection of Seippel Road and Airborne Road related to the proposed site improvements by KTI. A copy of the agreement and Council memos are attached.

KTI is developing an 8.3-acre site located at the southeast quadrant of the intersection of Seippel Road and Airborne Road. The proposed site development includes a KTI convenience store and gas station which will include both car/truck and semi fueling stations.

During the site plan review process, the City requested that KTI hire a consultant to perform a Traffic Impact Study due to the fact that convenience stores and gas stations are high traffic generator land uses. Based on projected growth and development in the surrounding areas, the traffic study recommended that future capacity improvements may be warranted at the existing intersection of Seippel and Airborne roads, which could include adding traffic signals with geometric modifications (additional thru and turn lanes). As an alternate preferred option, the City is planning for the development of a roundabout intersection at this location, which will meet the same standards of traffic signals.

In coordination with the Kwik Trip site construction schedule, the City also planned to lower the existing watermain and fiber optics utility, along with associated grading, on the south side of Seippel Road just east of its intersection with Airborne Road to accommodate construction of future intersection improvements at Seippel and Airborne. In addition, the City offered KTI the option to lower the existing watermain and fiber

optics utility, along with associated grading, along the remainder of the KTI site's northern frontage to increase visibility to their site as part of the City project and KTI agreed. KTI is responsible for reimbursing the City their share the actual construction costs of the watermain, fiber optics, and grading project for their share in accordance with the agreement per Resolution 411-23 between City of Dubuque and KTI.

DISCUSSION

The Seippel Road Water Main Lowering Project was completed by Top Grade Excavating, Inc. of Farley, Iowa in the final contract amount of \$172,651.98 which is a 7.3% decrease from the original contract in the amount of \$186,275.20.

The improvements included the following:

- Installation of approximately 500-feet of 12-inch ductile iron water main
- The new water main was installed at a lower depth and the existing water main will be removed and salvaged
- Installation of 2 fire hydrants
- Installation of a 12-inch water main stub for the extension of 12-inch water main along the Airborne Road frontage by KTI.
- Installation of a 6-inch water main stub for the extension of a 6-inch water service line by KTI to service their site.
- Lowering of approximately 100 feet of City fiber optic conduit
- Excavating and hauling approximately 2,300 cubic yards of soil to an off-site location to complete the associated grading.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorize the payment of \$172,651.98 to Top Grade Excavating, Inc. for the Seippel Road Water Main Lowering Project.

BUDGET IMPACT

The project cost summary for the Seippel Road Water Main Lowering Project is as follows:

Description	Estimate	Award	Final
Construction Contract	\$ 258,000.00	\$186,275.20	\$172,651.98
Contingency	\$25,800.00	\$25,800.00	\$00.00
Engineering & Inspection	\$38,700.00	\$38,700.00	\$18,280.24
Total Construction Cost	\$ 322,500.00	\$ 250,775.20	\$ 190,932.22

The project funding summary is as follows:

Project No.	Fund Description	Fund Amount
4281000059	Seippel Rd. Watermain Lowering	\$101,769.41
	Kwik Trip Contribution	\$89,162.81
	Total Project Funding	\$ 190,932.22

Upon final acceptance, an invoice for reimbursement will be sent to KTI in the amount of \$89,162.81 for their share of the project in accordance with the agreement per Resolution 411-23 between City of Dubuque and KTI. A copy of the reimbursement breakdown is attached.

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 \$172,651.98 to Top Grade Excavating, Inc. of Farley, Iowa, for the Seippel Road Water Main Lowering Project.

Attach.

Prepared by: Nathan Steffen, Civil Engineer

cc: Chris Lester, Water Department Director
Jenny Larson, Chief Financial Officer
Bob Schiesl, Assistant City Engineer
Nate Kieffer, Land Surveyor
Charlie Gau, Water Engineering Assistant
Trent Kastenschmidt, Kwik Trip, Inc.
Troy Mleziva, Kwik Trip, Inc.

RESOLUTION NO. -24

**ACCEPTING THE SEIPPEL ROAD WATER MAIN LOWERING PROJECT AND
AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

WHEREAS, the public improvement contract for the Seippel Road Water Main Lowering Project, (the Project) has been completed by the Contractor, Top Grade Excavating, Inc. of Farley Iowa (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$172,651.98;

WHEREAS, the Contractor has previously been paid \$164,019.38, leaving a balance of \$8,632.60; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay the Contractor for the balance of the retainage of \$8,632.60 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved and adopted this 2nd day of December 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breittfelder, City Clerk

**CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE SEIPPEL ROAD
WATER MAIN LOWERING PROJECT**

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the Seippel Road Water Main Lowering 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 \$190,932.22.

Dated this 22nd 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 22nd 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, Iowa
Reinbursement

Seippel Road Water Main Lowering

LINE NO.	BID ITEM DESCRIPTION	CONTRACT COST					CITY OF DUBUQUE PORTION				KWIK TRIP PORTION			Comments
		QUANTITY	UNIT	UNIT COST			Percent Responsibility	QUANTITY	AMOUNT		Percent Responsibility	QUANTITY	AMOUNT	
	Division 2010 - Earthwork, Subgrade, and Subbase													
1	Topsoil, On-site	743.00	CY	\$ 6.40	CY		50%	371.50	\$ 2,377.60		50%	371.50	\$ 2,377.60	
2	Excavation, Class 10	1850.00	CY	\$ 7.10	CY		50%	925.00	\$ 6,567.50		50%	925.00	\$ 6,567.50	
	Division 3010 - Trench Excavation and Backfill													
3	Replacement of Unsuitable Backfill Material, Gr 30, (Modified Subbase F	363.32	TON	\$ 7.90	TON		50%	181.66	\$ 1,435.11		50%	181.66	\$ 1,435.11	
4	Trench Compaction Testing	1.00	LS	\$ 1,000.00	LUMP SUM		50%	0.50	\$ 500.00		50%	0.50	\$ 500.00	
5	Class I, Bedding Material, 1" Commercial Clean Stone	216.08	TON	\$ 35.00	TON		50%	108.04	\$ 3,781.40		50%	108.04	\$ 3,781.40	
	Division 5010 - Pipe and Fittings													
6	Water Main, Trenched, DIP, 6"	24.25	LF	\$ 59.00	LF		0%	0.00	\$ -		100%	24.25	\$ 1,430.75	Kwik Star Private Service Line
7	Water Main, Trenched, DIP, 12"	551.25	LF	\$ 100.00	LF		50%	276.73	\$ 27,672.75		50%	274.52	\$ 27,452.25	Kiwk Star 50% of 533.25' & 6" Equivalent Price (43.9%) of 18' Airborne Stub to South. (6" Material Price \$29 per foot from Switch Homes Invoice 7-26-24, 12" Material Price of \$66 per foot from Seippel Quote 5-29-24 -- 29/66= 43.9%
8	Fittings, DI Tee, 12x6	1.00	EA	\$ 764.00	EACH		0%	0.00	\$ -		100%	1.00	\$ 764.00	Kwik Star Private Service Line
9	Fittings, DI Tee, 12x12	2.00	EA	\$ 996.00	EACH		38%	0.77	\$ 763.99		62%	1.23	\$ 1,228.01	50% of Tee Crossing Seippel; 76.7% of Tee Stub to Airborne, based on equivalent price for 12x6 Tee, per item #8
10	Fittings, DI Bend, 11 1/4 Deg, 12"	1.00	EA	\$ 587.00	EACH		50%	0.50	\$ 293.50		50%	0.50	\$ 293.50	
11	Fittings, DI Bend, 22 1/2 Deg, 12"	1.00	EA	\$ 607.00	EACH		50%	0.50	\$ 303.50		50%	0.50	\$ 303.50	
12	Fittings, DI Bend, 45 Deg, 12"	2.00	EA	\$ 678.00	EACH		50%	1.00	\$ 678.00		50%	1.00	\$ 678.00	
13	Fittings, DI Cap or Plug, 6"	1.00	EA	\$ 229.00	EACH		0%	0.00	\$ -		100%	1.00	\$ 229.00	
14	Fittings, DI Cap or Plug, 12"	1.00	EA	\$ 359.00	EACH		36%	0.36	\$ 130.32		64%	0.64	\$ 228.68	Kiwk Star 63.7% (Price for 6" Cap) Based on equivalent price for 6" Cap, per item #13
15	Fittings, DI Sleeve, 12"	2.00	EA	\$ 250.00	EACH		50%	1.00	\$ 250.00		50%	1.00	\$ 250.00	
16	Joint Restraint, Bell Harness, 12"	1.00	EA	\$ 893.00	EACH		50%	0.50	\$ 446.50		50%	0.50	\$ 446.50	
17	Joint Restraint, Mega lug, 6"	4.00	EA	\$ 218.00	EACH		0%	0.00	\$ -		100%	4.00	\$ 872.00	
18	Joint Restraint, Mega lug, 12"	31.00	EA	\$ 382.00	EACH		50%	15.50	\$ 5,921.00		50%	15.50	\$ 5,921.00	
19	Water Main Removal	514.00	LF	\$ 10.00	LF		50%	257.00	\$ 2,570.00		50%	257.00	\$ 2,570.00	
20	Removal and Salvage - Water Main Fittings and Appurtenances	1.00	LS	\$ 1,500.00	LUMP SUM		50%	0.50	\$ 750.00		50%	0.50	\$ 750.00	
	Division 5020 - Valves, Fire Hydrants, and Appurtenances													
21	Valve, Gate, 6"	1.00	EA	\$ 2,036.00	EACH		0%	0.00	\$ -		100%	1.00	\$ 2,036.00	Kwik Star Private Service Line
22	Valve, Gate, 12"	4.00	EA	\$ 4,568.00	EACH		50%	2.00	\$ 9,136.00		50%	2.00	\$ 9,136.00	
23	Fire Hydrant	2.00	EA	\$ 8,929.00	EACH		50%	1.00	\$ 8,929.00		50%	1.00	\$ 8,929.00	
24	Fire Hydrant Assembly Removal	2.00	EA	\$ 286.00	EACH		50%	1.00	\$ 286.00		50%	1.00	\$ 286.00	
	Division 8030 - TemporaryTraffic Control													
25	Temporary Traffic Control	1.00	LS	\$ 2,350.00	LUMP SUM		50%	0.50	\$ 1,175.00		50%	0.50	\$ 1,175.00	
	Division 9010 - Seeding													
26	Conventional - Seeding, Type 4, by AC	0.39	AC	\$ 800.00	ACRE		50%	0.20	\$ 156.00		50%	0.20	\$ 156.00	
27	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by AC	0.00	AC	\$ 4,000.00	ACRE		50%	0.00	\$ -		50%	0.00	\$ -	
	Division 9040 - Erosion and Sediment Control													
28	Filter Socks, 12"	100.00	LF	\$ 3.00	LF		50%	50.00	\$ 150.00		50%	50.00	\$ 150.00	
29	Filter Socks, Removal	100.00	LF	\$ 0.50	LF		50%	50.00	\$ 25.00		50%	50.00	\$ 25.00	
30	Silt Fence or Silt Fence Ditch Check, Installation	660.00	LF	\$ 2.25	LF		50%	330.00	\$ 742.50		50%	330.00	\$ 742.50	
31	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	0.00	LF	\$ 0.20	LF		50%	0.00	\$ -		50%	0.00	\$ -	
32	Silt Fence or Silt Fence Ditch Check, Removal of Device	0.00	LF	\$ 0.20	LF		50%	0.00	\$ -		50%	0.00	\$ -	
33	Stabilized Construction Entrance by Ton	0.00	TON	\$ 24.00	TON		50%	0.00	\$ -		50%	0.00	\$ -	
34	Erosion Control Mulching, Conventional Mulching, by AC	0.39	AC	\$ 800.00	ACRE		50%	0.20	\$ 156.00		50%	0.20	\$ 156.00	
35	Inlet Protection Device, Installation	4.00	EA	\$ 150.00	EACH		50%	2.00	\$ 300.00		50%	2.00	\$ 300.00	
36	Inlet Protection Device, Maintenance	4.00	EA	\$ 25.00	EACH		50%	2.00	\$ 50.00		50%	2.00	\$ 50.00	
	Division 11,020 - Mobilization													
37	Mobilization	1.00	LS	\$ 14,205.00	LUMP SUM		50%	0.50	\$ 7,102.50		50%	0.50	\$ 7,102.50	
	Special Provisions - Non-Standard Project Items													
38	Lower/Relocate Existing Fiber Conduit	105.00	LF	\$ 16.00	LF		50%	52.50	\$ 840.00		50%	52.50	\$ 840.00	

Engineering & Inspection

100%

\$ 18,280.24

City Total

\$ 101,769.41

Kwik Trip Total

\$ 89,162.81

**City of Dubuque
City Council Meeting**

Action Items # 05.

ITEM TITLE:	Agreement with Kwik Trip, Inc. - Kwik Trip, Inc. Convenience Store/Gas Station at Intersection of Seippel Road and Airborne Road		
SUMMARY:	City Manager recommending City Council approval of an Agreement with Kwik Trip, Inc. (KTI) for off-site roadway and utility improvements at the intersection of Seippel Road and Airborne Road related to the proposed Convenience Store/Gas Station site improvements in the southeast quadrant of said intersection and authorize the City Manager to execute said Agreement.		
	RESOLUTION Approving an agreement between the City of Dubuque, Iowa and Kwik Trip, Inc. for construction of certain off-site public roadway and utility improvements at the intersection of Seippel Road and Airborne Road related to the proposed site improvements at said intersection		
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File; Adopt Resolution(s)		
<u>ATTACHMENTS:</u>			
Description			Type
MVM Memo			City Manager Memo
Staff Memo			Staff Memo
Resolution			Supporting Documentation
Development Agreement KT			Supporting Documentation

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Agreement with Kwik Trip, Inc.
Kwik Trip, Inc. Convenience Store/Gas Station at Intersection of Seippel
Road and Airborne Road

DATE: December 14, 2023

City Engineer Gus Psihoyos is recommending City Council approval of an Agreement with Kwik Trip, Inc. (KTI) for off-site roadway and utility improvements at the intersection of Seippel Road and Airborne Road related to the proposed Convenience Store/Gas Station site improvements in the southeast quadrant of said intersection and authorize the City Manager to execute said Agreement.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, PE/PLS
Bob Schiesl, Assistant City Engineer
Wally Wernimont, Planning Services Director

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Agreement with Kwik Trip, Inc.
Kwik Trip, Inc. Convenience Store/Gas Station at Intersection of Seippel Road and Airborne Road

DATE: December 8, 2023

INTRODUCTION

The purpose of this memorandum is to request City Council approval of an Agreement with Kwik Trip, Inc. (KTI) for off-site roadway and utility improvements at the intersection of Seippel Road and Airborne Road related to the proposed Convenience Store/Gas Station site improvements in the southeast quadrant of said intersection.

BACKGROUND

Recently, KTI had submitted a site plan to improve the 8.3-acre site located at the southeast quadrant of the intersection of Seippel Road and Airborne Road. The proposed site development includes a KTI convenience store and gas station. The site improvements will include both car/truck and semi fueling stations.

DISCUSSION

During the site plan review process, the City requested that KTI hire a consultant to perform a Traffic Impact Study due to the fact that convenience stores and gas stations are high traffic generator land uses. According to the traffic study prepared for Kwik Trip by ARC Design Resources Inc. and dated 11-20-2022, intersection improvements, including a right turn lane at the southeast corner of the Airborne Road and Seippel Road intersection and striping for a southbound left turn lane on Airborne Road at the northerly proposed driveway of the convenience store site, would be required at the opening year to adequately address the traffic impacts from the proposed KTI site development.

It is the City's policy to require developers to pay for the necessary public traffic safety and street improvements required based on the development's traffic impacts however, in site plan approved cases without a planned unit development, rezoning or a plat approval, the City cannot make this a requirement without an existing ordinance which does not yet exist. The City of Dubuque has entered into an agreement (see agreement attached) with KTI setting forth terms and conditions for the off-site street improvements work. Per the Agreement, KTI is voluntarily accepting responsibility for all costs related to right turn lane at the southeast corner of the Airborne Road and Seippel Road

intersection and striping for a southbound left turn lane on Airborne Road at the northerly proposed driveway of the convenience store site. KTI will design and construct the right and left turn lane improvements.

Based on projected growth and development in the surrounding areas, the traffic study also recommends that in year 2028 (year 5 after Kwik Trip opening) the existing intersection of Seippel and Airborne should be upgraded to include traffic signals with geometric modifications (additional thru and turn lanes). The City is planning to design and construct a roundabout intersection at this location, which will meet the same standards of traffic signals sometime in the future when traffic volumes warrant the improvements. The City prefers roundabouts to over signalized intersections for the following reasons:

1. When planning for intersection improvements, the City of Dubuque prefers roundabouts to traffic signals whenever appropriate conditions exist.
2. Roundabouts save the taxpayers money in maintenance and electricity costs over the life of the project.
3. Roundabouts are easier to maintain than signalized intersections.
4. Roundabouts are safer for pedestrians/bicyclists and prevent head on or T-bone crashes.
5. Roundabouts offer improved flexibility for business access/Roadway locations.
6. Roundabouts effectively and safely slow traffic and improve traffic flow.
7. Roundabouts are being added by local and state governments across the US. Today, they are commonplace for large vehicle operators such as semi or dump truck drivers.
8. Roundabouts reduce fuel consumption and save money, especially for truck drivers.

A roundabout at the subject intersection would work well in concert with the existing signalized and roundabout intersections at the north interchange of the Southwest Arterial.

The City intends to assess for any public improvements if, and when, public improvements become necessary in the future. The assessment process is never fully funded by private property owners and always includes a significant portion of responsibility retained by the City to account for current and ongoing usage by the public. Assessments for the future public improvements would be predicated upon there being an essential nexus between the development and the City's interests and assessment amounts would be roughly proportional to the impacts of each individual development property.

The City has completed a conceptual design for the future roundabout intersection. Per the agreement, KTI has agreed to sell to the City any needed right of way for the future roundabout intersection. In coordination with the Kwik Trip site construction schedule, the City is also planning to lower an existing watermain and fiber optics utility, along with associated grading, on the south side of Seippel Road just east of its intersection with Airborne Road to accommodate construction of future intersection improvements at Seippel and Airborne as conceptually shown on Exhibit E. In addition, the City is offering KTI the option to lower the existing watermain and fiber optics utility, along with

associated grading, along the remainder of the KTI site's northern frontage to increase visibility to their site as part of the City project. KTI would be responsible for reimbursing the City their share (50%) of the actual costs of the watermain, fiber optics, and grading project.

The City requires site developers to extend public utilities to their site when not already present. The City also requires developers to extend public utilities through their site so that future upstream/adjacent developers can connect and extend. Based on this, KTI has agreed to extend public water main thru the site and public sewer main to the site.

The agreement also provides for maintenance of and cost sharing for the construction of a recreational trail along the KTI's Seippel Road frontage.

KTI plans tentatively to begin construction of the proposed public off site and private site improvements in the Spring of 2025 and to be open for business 2026. The City will complete the water main, fiber optics, and grading project in coordination with/prior to the construction of the Convenience Store/Gas Station business.

A copy of the Agreement executed by KTI is attached.

RECOMMENDATION

I recommend that the City approve the Agreement with KTI for off-site roadway and utility improvements at the intersection of Seippel Road and Airborne Road related to the proposed Convenience Store/Gas Station site improvements at said intersection per the terms of the attached Agreement.

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolution approving said Agreement and authorizing the City Manager to execute said Agreement.

Attach.

Prepared by: Nate Kieffer, PE/PLS

cc: Bob Schiesl, Assistant City Engineer
Wally Wernimont, Planning Services Manager

RESOLUTION NO. 411-23

APPROVING AN AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND KWIK TRIP, INC. FOR CONSTRUCTION OF CERTAIN OFF-SITE PUBLIC ROADWAY AND UTILITY IMPROVEMENTS AT THE INTERSECTION OF SEIPPEL ROAD AND AIRBORNE ROAD RELATED TO THE PROPOSED SITE IMPROVEMENTS AT SAID INTERSECTION

WHEREAS, Kwik Trip, Inc. (KTI) has proposed a development project (the Project) at the intersection of Seippel Road and Airborne Road; and

WHEREAS, the City of Dubuque has determined that the Project will require certain improvements to the public right of way of Seippel Road and Airborne Road and KTI agrees that such improvements are reasonable and necessary; and

WHEREAS, the City of Dubuque has negotiated an Agreement, subject to City Council approval, with Kwik Trip, Inc. (KTI) for the construction of off-site public roadway and utility improvements at the intersection of Seippel Road and Airborne Road related to the proposed private site improvements by KTI at the southeast quadrant of said intersection; and

WHEREAS, the City Council finds that it is in the best interest of the City of Dubuque to approve the Agreement attached hereto.

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

Section 1. The Agreement attached hereto is hereby approved.

Section 2. The City Manager is authorized and directed to execute the Agreement on behalf of the City of Dubuque and to take such action as may be necessary to carry out the terms of the Agreement.

Passed, Approved, and Adopted this 18th day of December, 2023.


Brad M. Cavanagh, Mayor

Attest:


Adrienne N. Breitfelder, City Clerk

**PUBLIC IMPROVEMENTS AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
KWIK TRIP, INC.**

This Agreement (the Agreement), dated for reference purposes the 18th day of December, 2023, is made and entered into by and between Kwik Trip, Inc., a Wisconsin corporation (Kwik Trip) and the City of Dubuque, Iowa (City).

Whereas, Kwik Trip is the Contract Buyer of the property legally described as:

Lot 1 of Airborne Place, in the City of Dubuque, Iowa, according to the recorded plat thereof

and as shown on Exhibit A (the Development Project Site); and

Whereas, Kwik Trip desires to develop the Development Project Site for a convenience store/fueling station (the Development Project) as conceptually shown on Exhibit B; and

Whereas, City and Kwik Trip have determined that the Development Project will require certain traffic safety and public utility improvements, including but not limited to a right turn lane at the southeast corner of the Airborne Road and Seippel Road intersection, striping for a southbound left turn lane on Airborne Road at the northerly proposed driveway of the Development Project Site, extension of water main along the Airborne Road frontage of the Development Project site from Seippel Rd. to the south side of the southerly proposed driveway of the Development Project Site, and extension of sanitary sewer main in the former Cousins Road right of way from the existing sanitary sewer main to the point of connection at the Development Project Site as set forth herein and as shown conceptually on Exhibit C1, C2, and C3 (the Required Improvements) and Kwik Trip agrees that such improvements are reasonable and necessary; and

Whereas, City and Kwik Trip have agreed the Development Project should proceed on the Development Project Site subject to the conditions set forth herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN KWIK TRIP AND CITY AS FOLLOWS:

SECTION 1. CITY OBLIGATIONS.

1.1 City shall pay for the actual additional cost of upsized water main pipe (6" to 12" diameter) for the proposed water main extension along Airborne Road shown in Exhibit C2.

12132023bal11292023bal

1.2 City shall pay for one-half of the cost of the construction of a ten foot wide recreational trail along the Development Project Site's Seippel Rd frontage (approximately 360 feet of ten foot wide recreational trail) as conceptually shown on Exhibit B.

1.3 City shall be responsible to construct and pay the cost to lower approximately 200 lineal feet of water main, fiber optics utility and associated grading at the northwest portion of the Development Project Site to accommodate construction of future intersection improvements at Seippel and Airborne as conceptually shown on Exhibit E. City shall schedule and coordinate this work to coincide with the construction activities at the site and shall be completed no later than September 1, 2024. The estimated design and construction costs of the northwestern portion of the project is \$100,000.

1.4 City will purchase any right of way necessary for future intersection improvements at Seippel Rd. and Airborne Rd. over the Development Project Site as conceptually shown in Exhibit D.

1.5 There will be no water and sewer connection fees for the Development Project Site per the 2001 Agreement between the City of Dubuque and Plastic Center, Inc.

SECTION 2. KWIK TRIP REQUIRED IMPROVEMENTS.

2.1 Kwik Trip shall extend water main along the Airborne Road frontage of the Development Project Site from Seippel Road to the south side of the southerly proposed driveway of the Development Project Site as conceptually shown in Exhibit C2 and in accordance with City of Dubuque Standards and Specifications, all in a manner acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.

2.2 Kwik Trip shall extend sanitary sewer main in the former Cousins Road right of way from the existing sanitary sewer main to the point of connection at the Development Project Site as conceptually shown in Exhibit C1 and in accordance with City of Dubuque Standards and Specifications, all in a manner acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.

2.4 Kwik Trip shall provide insurance, according to Schedule F attached hereto as Exhibit F, securities, and inspection fees for the water and sewer main extensions detailed above. Securities shall be in the amount of 110% of the estimated cost of the improvements in the form of a Letter of Credit or Bond. Inspection fees shall be in the amount of 3% of the estimated cost of the improvements.

2.5 Kwik Trip shall construct a right turn lane at the southeast corner of the Airborne Rd and Seippel Rd intersection and striping for a southbound left turn lane on Airborne Rd at the northerly proposed driveway of the KT site as conceptually shown in Exhibit C3 and in accordance with City of Dubuque Standards and Specifications, all in a manner

acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer. Kwik Trip shall provide insurance according to Exhibit F, securities, and inspection fees for the same. Securities shall be in the amount of 110% of the estimated cost of the improvements in the form of a Letter of Credit or Bond. Inspection fees shall be in the amount of 3% of the estimated cost of the improvements.

2.6 Kwik Trip shall not receive a final certificate of occupancy until the Required Improvements as detailed above are completed and operational. .

2.7 Kwik Trip shall be responsible for the cost to lower approximately 200 lineal feet of water main, fiber optics utility, and associated grading, including material hauling, at the northeast portion of the Development Project Site to improve site visibility to the Development project as conceptually shown on Exhibit E. City shall schedule and coordinate this work to coincide with the construction activities at the site. City shall design and bid the entire project being approximately 400 lineal feet of lowering water main, fiber optics utility, and associated grading along the northern portion of the Development Project Site (Entire Lowering Project). City shall share the bid results with Kwik Trip and Kwik Trip shall have the option of deleting their 200 lineal feet of the Entire Lowering Project at their own discretion and Kwik Trip shall then have no responsibility for any costs related to the Entire Lowering Project. If this option is waived by Kwik Trip, the City will construct the Entire Lowering Project and invoice Kwik Trip for fifty (50) percent of the actual cost of construction of the Entire Lowering Project. Kwik Trip shall reimburse City for the invoiced amount within 30 days of receipt of said invoice. The estimated design and construction costs for the Entire Lowering Project is \$200,000

2.8 Kwik Trip shall maintain the recreational trail along the Development Project site's Seippel Road frontage until such time as the Southwest Arterial Trail connects to the Development Project Site trail portion. At that time, City will take over maintenance of the trail along the Development Project Site frontage.

SECTION 3. BINDING ON SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto and their successors and assigns.

SECTION 4. CITY COUNCIL APPROVAL REQUIRED. This Agreement is subject to final approval by the City Council in its sole discretion.

SECTION 5. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Kwik Trip and the City shall defend, indemnify and hold harmless the other party, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Agreement, including but not limited to attorneys' fees, arising during the construction of the Required Improvements as detailed above.

Kwik Trip shall provide insurance as described in the attached insurance schedule related to claims arising during Kwik Trip's construction of the Required Improvements as detailed above.

SECTION 6. DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT. The City plans to add the Development Project Site to the Dubuque Industrial Center Economic Development District (District). All of City's obligations under this Agreement 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, 2024. Once the District is amended by adding the Development Project Site, City will request all property owners in the District to consent to an amendment to the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges for property in the District making it applicable to the Development Project Site. Kwik Trip agrees to consent to that amendment.

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen
Michael C. Van Milligen
City Manager

Date: 12/19/2023

KWIK TRIP, INC.

By: [Signature]
Name: Jeffrey J. Wrobel
Its: CFO + Treasurer

Date: 12/14/23

**EXHIBIT A
PLAT**

INDEX LEGEND:

LOCATION: LOT 2-2, A DIVISION OF LOT 2 OF SOUTH FORK INDUSTRIAL SUBDIVISION NO. 1, SECTION 31, T89N, R2E OF THE 5TH P.M., IN THE CITY OF DUBUQUE, IOWA
REQUESTOR: CITY OF DUBUQUE
PROPRIETOR: PLASTIC CENTER, INC.
SURVEYOR: RUSSELL N. KIEFFER
SURVEYOR COMPANY: CITY OF DUBUQUE
RETURN TO: RUSSELL N. KIEFFER
CITY OF DUBUQUE
50 WEST 13TH ST., DUBUQUE, IOWA 52001

Reserved for Recorder

Doc ID: 015003130004 Type: 3EN
Kind: SURVEY PLAT
Recorded: 02/03/2022 at 02:45:22 PM
Fee Amt: \$22.00 Page: 1 of 4
Dubuque County, Iowa
John Murphy Recorder
File 2022-00001830

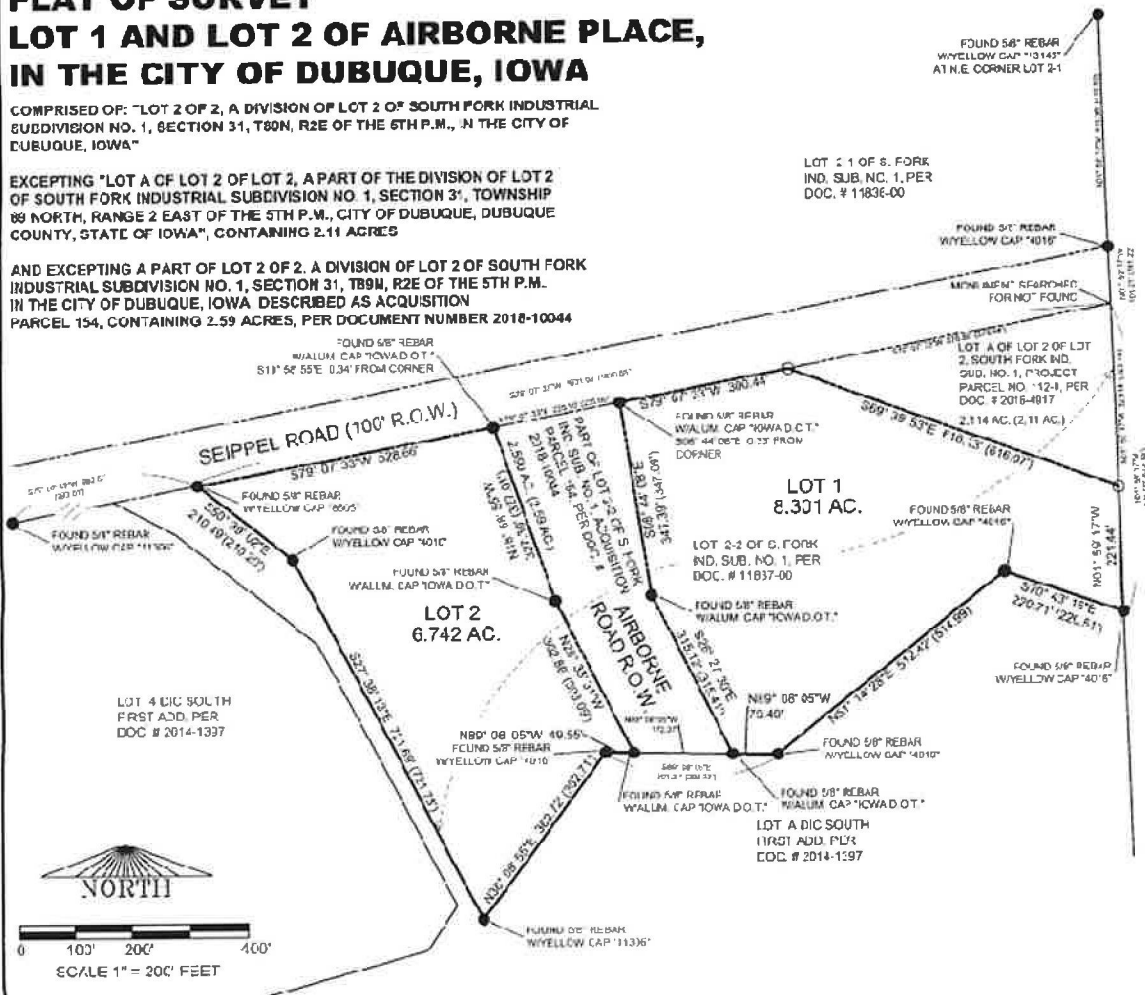
Prepared By: City of Dubuque Address: 50 West 13th St., Dubuque, IA 52001 Plr:563-589-4270

PLAT OF SURVEY LOT 1 AND LOT 2 OF AIRBORNE PLACE, IN THE CITY OF DUBUQUE, IOWA

COMPRISED OF: LOT 2 OF 2, A DIVISION OF LOT 2 OF SOUTH FORK INDUSTRIAL SUBDIVISION NO. 1, SECTION 31, T89N, R2E OF THE 5TH P.M., IN THE CITY OF DUBUQUE, IOWA

EXCEPTING LOT A OF LOT 2 OF LOT 2, A PART OF THE DIVISION OF LOT 2 OF SOUTH FORK INDUSTRIAL SUBDIVISION NO. 1, SECTION 31, T89N, R2E OF THE 5TH P.M., CITY OF DUBUQUE, DUBUQUE COUNTY, STATE OF IOWA, CONTAINING 2.11 ACRES

AND EXCEPTING A PART OF LOT 2 OF 2, A DIVISION OF LOT 2 OF SOUTH FORK INDUSTRIAL SUBDIVISION NO. 1, SECTION 31, T89N, R2E OF THE 5TH P.M. IN THE CITY OF DUBUQUE, IOWA DESCRIBED AS ACQUISITION PARCEL 154, CONTAINING 2.59 ACRES, PER DOCUMENT NUMBER 2018-10044



NOTE:
THIS SURVEY IS LOCATED IN THE
E6 & BAY 14 SECTION 31, T89N, R2E
(DUBUQUE TOWNSHIP) OF THE 5TH
P.M. IN THE CITY OF DUBUQUE,
DUBUQUE COUNTY, IOWA

- NOTES
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
 2. PROPRIETOR: PLASTIC CENTER, INC.
 3. SURVEY REQUESTED BY: CITY OF DUBUQUE
 4. AREA OF LOT 1 = 8.301 ACRES, AREA OF LOT 2 = 6.742 ACRES
 5. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
 6. DATE OF SURVEY: 12-17-2021

LEGEND

- 5/8\"
- FD. IRON ROD/PIPE AS SHOWN
- ✂ FD. CUT X
- P.O.W. RIGHT OF WAY
- (100.00') RECORDED DIMENSION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- RIGHT OF WAY LINE (EXISTING)
- ADJACENT PROPERTY LINE
- LINE BREAK



I hereby certify that the land surveying document was prepared and the required survey data was personally measured or personally supervised by me or a duly licensed land surveyor under the laws of the State of Iowa.

For the City of Dubuque

John H. Kieffer 02-03-2022
RUSSELL N. KIEFFER
My license expires 01/01/2022
Pages in sheet covered by this seal THIS PAGE ONLY



CITY OF DUBUQUE			
ENGINEERING DEPARTMENT			
CITY HALL, 50 WEST 13TH STREET DUBUQUE, IA 52001-4864			
PHONE: (563) 589-4270	FAX: (563) 539-4205	Date: 01-04-2022	
Drawn by: JNA	Reviewed by: JPP	Date: 01-04-2022	
PLAT OF SURVEY LOT 1 AND LOT 2 OF AIRBORNE PLACE, CITY OF DUBUQUE, IOWA			
CIP Number: N/A	Sheet Number: 1	of 4	
CITY ENGINEER: JPP			

EXHIBIT B
FUELING STATION AND CONVENIENCE STORE CONCEPT

EXHIBIT C1
SANITARY MAIN IMPROVEMENTS CONCEPT

EXHIBIT C2
WATER MAIN IMPROVEMENTS CONCEPT





KWIK TRIP, Inc.
 P.O. BOX 2107
 LA CROSSE, WI 54602-2107
 PH: (608) 781-8888
 FAX: (608) 781-8988



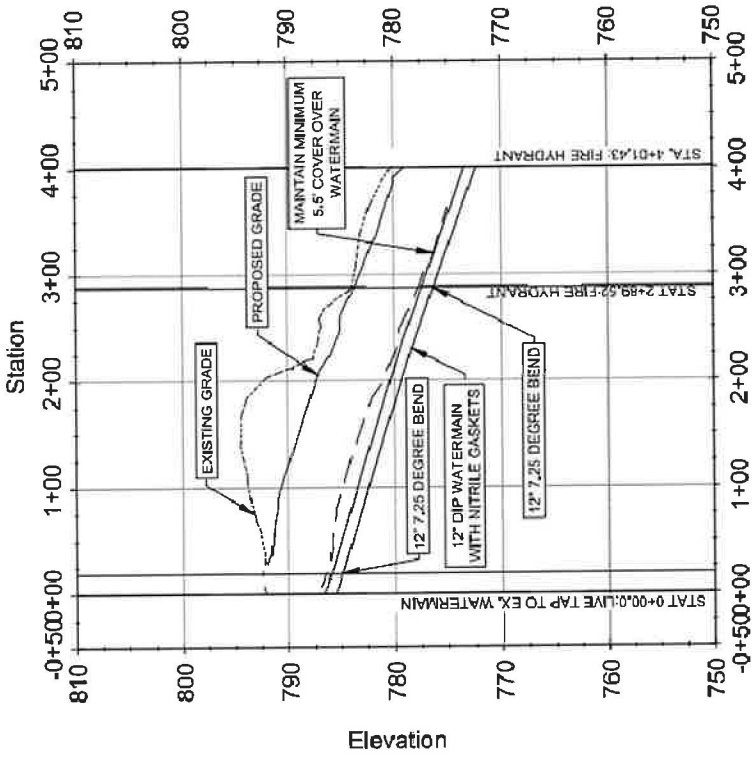


DUBUQUE, IOWA
CONVENIENCE STORE 1284
 WATERMAIN PLAN AND PROFILE
 AIRBORNE RD

SHEET NO. 1284-01
 DATE: 01/13/2011
 DRAWN BY: JAL/JAL
 CHECKED BY: JAL/JAL
 PROJECT NO. 1284-01

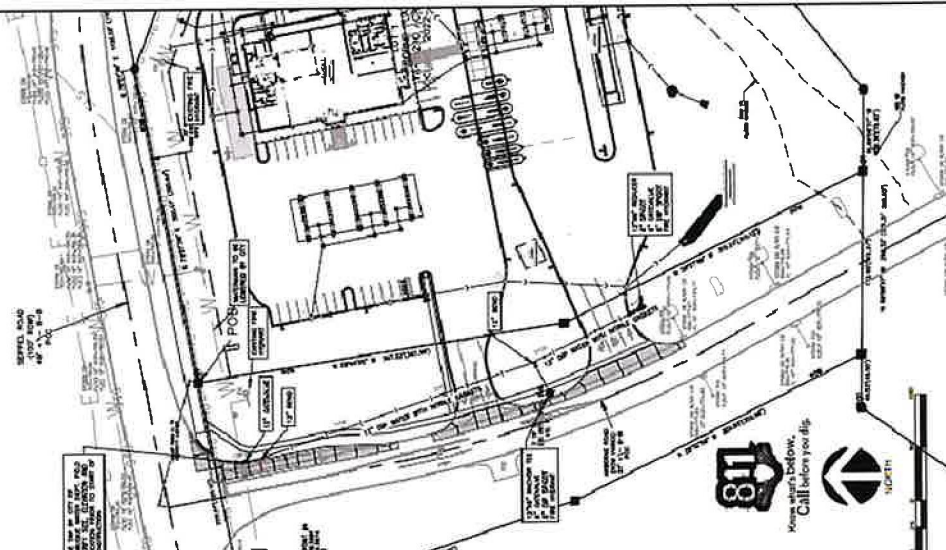
P1
 TOTAL SHEETS: 1

Public Watermain PROFILE



STA. 0+00.0: LIVE TAP TO EX. WATERMAIN
 STA. 1+00.0: 12" 7.25 DEGREE BEND
 STA. 2+00.0: 12" DIP WATERMAIN WITH NITRILE GASKETS
 STA. 3+00.0: 12" 7.25 DEGREE BEND
 STA. 4+01.43: FIRE HYDRANT
 STA. 5+00.0: FIRE HYDRANT
 MAINTAIN MINIMUM 5.5' COVER OVER WATERMAIN
 PROPOSED GRADE
 EXISTING GRADE

Elevation
 Station



12

Page 188 of 645

EXHIBIT C3
TRAFFIC SAFETY IMPROVEMENTS CONCEPT

EXHIBIT D
RIGHT OF WAY ACQUISITION

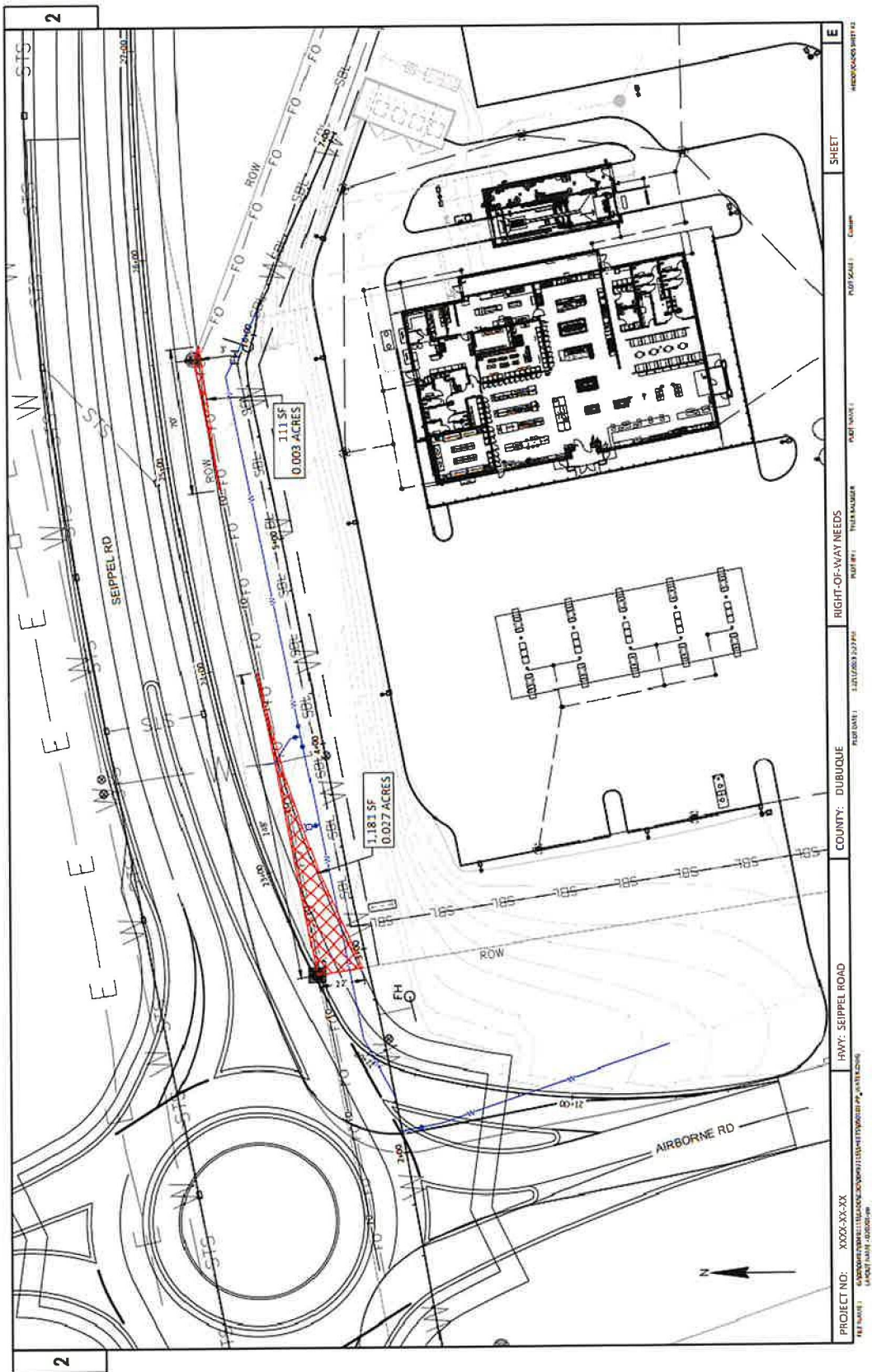


EXHIBIT E
WATER MAIN LOWERING CONCEPT

[illegible]

EXHIBIT F
INSURANCE SCHEDULE F

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub-Subcontractors**

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

Class C:

Carpet Cleaning	General Cleaning	Power Washing
Carpet & Resilient Flooring	Grass Cutting	Tile & Terrazzo Flooring
Caulking & Sealants	Janitorial	Window Washing
Acoustical Ceiling	Non Vehicular Snow & Ice Removal	
Filter Cleaning	Office Furnishings	

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an Insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to mutual agreement of the parties.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 520019) Contractor and subcontractor shall not use any drone without the prior written approval of the city of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

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

OR

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

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and 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.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:

The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

OR

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

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 is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense 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 # 11.

ITEM TITLE: Travel Dubuque Request for Funding for Field of Dreams Project

SUMMARY: City Manager recommending City Council approval of the Memorandum Agreement with Travel Dubuque regarding funding for the Field of Dreams Project.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. MOU_11-26-24

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Travel Dubuque Request for Funding for Field of Dreams Project

DATE: November 26, 2024

In 2022, Travel Dubuque requested that the City of Dubuque contribute one million dollars to the Field of Dreams project from the allocation of American Rescue Funds Act (ARPA) the city had received from the federal government. At the May 16, 2022, City Council meeting the Mayor and City Council approved my recommendation to fund the Travel Dubuque request and provide authorization to negotiate a funding agreement. City Attorney Crenna Brumwell and I have negotiated that agreement.

There have been delays in the Field of Dreams project, but now a local not-for-profit, Dyersville Events, has purchased the 297 acres site and is making plans to complete some major elements of the original plan including the youth baseball/softball fields and the major league stadium.

Even without these improvements, in 2024, the Field of Dreams hosted 453 teams from 22 states and 2 Canadian providences across 10 weekends and they already have inquiries from over 1,400 teams considering signing up for tournaments in 2025, though without all the improvements not yet completed they will not be able to accommodate anywhere near that number of teams. They anticipate hosting over 600 teams in 2025. In 2026 they anticipate hosting over 800 teams.

The original feasibility study says the Field of Dreams site will generate over 61,000 hotel rooms a year.

In this agreement the \$1 million will be restricted for use by Travel Dubuque with approved uses including:

- a. Marketing of the Field of Dreams site and affiliated activities.
- b. Marketing, specifically to Field of Dreams attendees, the visitor experiences and activities available within the City of Dubuque at not-for-profits, including but not limited to:
 - i. National Mississippi River Museum & Aquarium
 - ii. Dubuque Museum of Art
 - iii. Fenelon Place Elevator Company
 - iv. Island Social
 - v. Dubuque Arboretum & Botanical Gardens

- vi. The Wanderwood Gardens
 - vii. Dubuque YMCA and SkyTours Zipline
 - viii. Veterans Memorial Plaza
 - ix. Eagle Point Park
 - x. Hillcrest Family Services Reflections in the Park
 - xi. Clarke University
 - xii. University of Dubuque
 - xiii. Loras College
 - xiv. Emmaus Bible College
 - xv. Five Flags Center
 - xvi. Grand River Center
 - xvii. Miracle League of Dubuque
- c. Marketing, specifically to Field of Dreams attendees, the visitor experiences and activities available within the City of Dubuque from for-profit businesses and activities inordinately impacted by the COVID-19 pandemic, including tourism, travel, and hospitality.

The funds provided by the City to Travel Dubuque for the above purposes shall be spent by Travel Dubuque at the direction of the Travel Dubuque Board of Directors to ensure maximum exposure and proper timing.

It is understood that these expenditures will be made over several years and Travel Dubuque shall include in its annual report to the City an update on the expenditure of funds for the above outlined purposes.

A generation is defined as at least a 20-year period. The Field of Dreams can be described as a once in a generation project for our region. Here are what can be considered some transformational projects in Dubuque:

In the 1970's the flood wall was completed protecting the city to this day and Five Flags was constructed.

In the 1980's Dubuque Greyhound Park was built and is still giving back today.

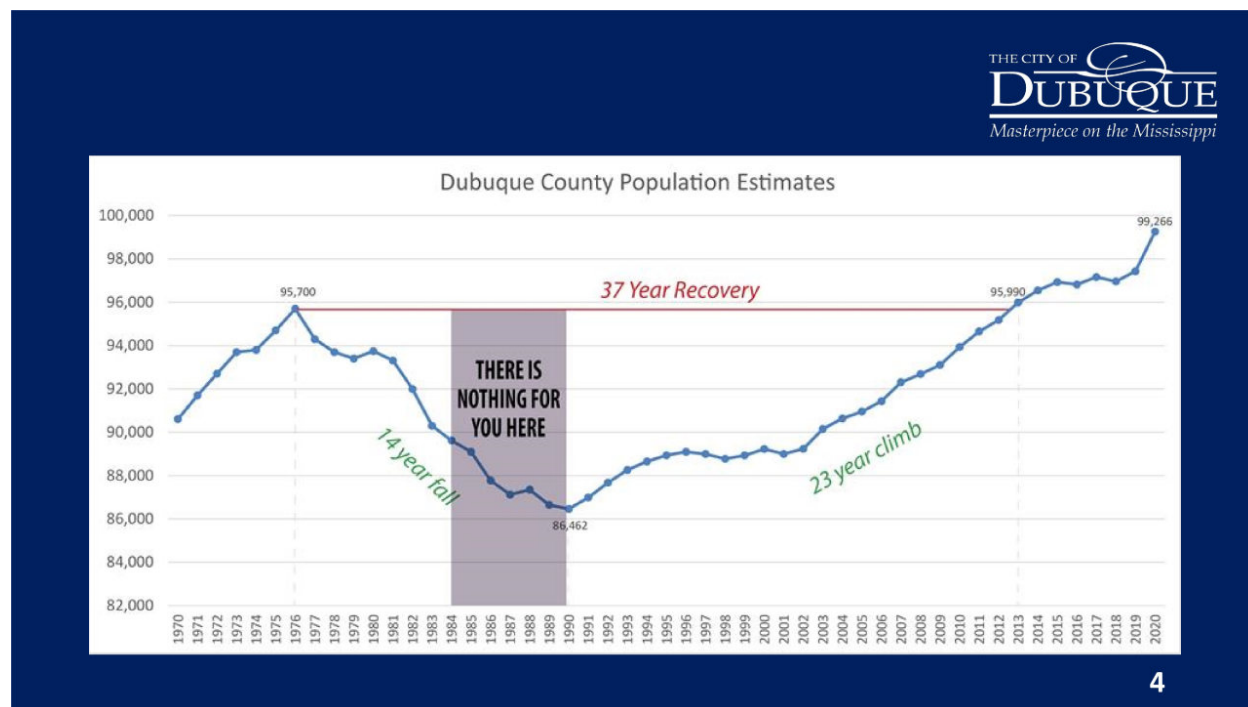
In the 1990's the city owned industrial parks were built and there has been hundreds of millions of dollars of investment, with 6,000 jobs and job creation continuing to this day.

In the 2000's the America's River Project in the Port of Dubuque began, leading to over \$500 million in investments including the National Mississippi River Museum and Aquarium, the Grand Harbor Hotel and the Grand River Center influencing the tourism industry well into the future.

In the 2010's we saw the Historic Millwork District, the continued revitalization of downtown and the Bee Branch Creek Watershed Flood Mitigation Project.

Now in the 2020's we have some significant opportunities with Chaplain Schmitt Island development and more development in downtown, Historic Millwork District, Central Avenue and the Port of Dubuque.

However, to continue to grow, another generational project that answers the question, WHAT'S NEXT, is needed. This region needs population growth. While the Dubuque area has climbed out of a big hole over the last 25 years more must be done.



The answer to the question of WHAT'S NEXT, is the Field of Dreams.

Dyersville Events plans to invest tens of millions of dollars over the next two years. Travel Dubuque wants to partner with the not-for-profit. This will generate tens of millions of dollars throughout the region.

The 3,000 permanent seat stadium, with the capacity to add over 5,000 temporary seats, will host amateur and professional baseball, community and youth athletics, educational and cultural events, creating a year round destination.

The City of Dyersville has committed one million dollars, Dubuque County has committed \$5 million. The State of Iowa has committed millions of dollars. The partners will be pursuing other fundraising opportunities.

Based on feasibility studies by Sports Facilities Companies, Inc, the stadium is estimated to create \$10.5 million in direct spending annually for the region and 81 full time tourism jobs will be supported annually by year five. They anticipate \$32 million in direct spending for the master plan improvements for the stadium, tournament fields,

and other development which will create 250 jobs for the region plus hundreds of construction jobs as the stadium is being built. Not only will this project bring visitors and fans for games, events, and tournaments, it will also bring 136,000 non-local visitors to the area each year to view all that is happening.

The feasibility study forecasts 61,000 additional hotel room nights added to this market. With the 7% Hotel/Motel tax that would generate a \$535,000 increase in the Hotel/Motel tax receipts. Estimating 60% of that business coming to Dubuque that would be a minimum of \$320,000 a year with Dubuque quickly recouping the costs of this one-million-dollar investment.

Dyersville City Manager Mick Michel has shared with me projections of the increase in Local Option Sales Tax receipts related to the Field of Dreams project. It is estimated that the annual increase in Local Option Sales Tax for all taxing bodies in Dubuque County would be \$320,089 with \$192,400 being the share going to the City of Dubuque. This is only related to the direct spending estimates and does not include indirect spending or the spending on the actual construction.

Combining the annual increase in hotel/motel tax receipts (\$320,000) and the annual increase in Local Option Sales Tax receipts (\$192,000) the City of Dubuque would receive over \$512,000 a year in additional tax revenues recouping this one million dollar investment in less than 2 years once the facility is fully operational. These increased tax revenues would still continue after that 2-year period.

The City of Dubuque is already seeing the construction of three new hotels, partially based on the increased demand that is being created by the Field of Dreams project. One is the DRA Key Hilton Hotel on Chaplain Schmitt Island and the other two are Marriott Hotels being built in the Port of Dubuque by Kinseth Hospitality.

The TBK Bettplex sports tourism facility in Bettendorf generates demand for over 30,000 hotel rooms a year and has led to the construction of 2 new hotels.

The revenues the City of Dubuque receives from the Hotel/Motel tax is divided 50% to Travel Dubuque and 50% to property tax relief. With new hotels comes more than hotel/motel taxes as the hotels provide an increase in property taxes.

Dubuque has taken aggressive affirmative actions over the last 50 years to mitigate and recover from the economic devastation of the 1980's when Dubuque had the highest unemployment rate in the country at over 23%.

In the 1960's Dubuque was described as "a strategic industrial, wholesale, and retail center dominating a vast tri-state marketland," with a 15% unemployment rate.

For many reasons, 20 years later the 1980's hit, and Dubuque lost almost 10% of its population, with the Chamber of Commerce saying, "Dubuque's plight is becoming desperate"

Many communities cannot say they have recovered from their population losses:

City	1970 Population	2020 Population	% Change
Gary, IN	175,415	69,093	-60.6%
South Bend, IN	125,580	103,453	-17.6%
Flint, MI	193,317	81,252	-58.0%
Detroit, MI	1,511,482	639,111	-57.7%
Akron, OH	275,425	190,469	-30.8%
Cincinnati, OH	452,524	309,317	-31.6%
Cleveland, OH	750,903	372,624	-50.4%
Dayton, OH	243,601	137,644	-43.4%
Toledo, OH	383,818	270,871	-29.4%
Youngstown, OH	139,788	60,068	-57.0%

2

Many communities in Iowa are continuing to decline when looking at population change from 2010-2020:

Percent Change in Population: 2010-2020	Micropolitan Statistical Area	% Change
	Boone	-1.6%
	Storm Lake	-2.4%
	Muscatine	-.08%
	Marshalltown	-2.8%
	Newton	3.3%
	Oskaloosa	0%
	Spencer	-4.1%
	Ottumwa	-1.8%
	Burlington	-5.1%
	Mason City	-4.4%
	Fort Dodge	-5.5%
	Fort Madison-Keokuk	-7.0%
	Clinton	-5.5%

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

The City of Dubuque has a long history of partnering with Dubuque County on important projects. Some examples include the financial contribution Dubuque County made when the City of Dubuque submitted the \$40 million Vision Iowa grant for the America's River Project and the contribution of the approximately 200 acre County Farm property as part of the building of the Dubuque Industrial Center West. The City of Dubuque and Dubuque County also did cost sharing on the land acquisition for the Southwest Arterial Project.

Adding visitors to Dubuque also supports workforce development as the Iowa Economic Development Authority reports that over 60% of the people that move to a new community discovered that community through a vacation visit or business trip visit.

Travel Dubuque President and CEO Keith Rahe, Dyersville Economic Development Corporation Executive Director Jacque Rahe, and Travel Dubuque Field of Dreams Operations Vice President John Sutter recently presented to the Greater Dubuque Development Corporation Board of Directors.

The Vision for the Field of Dreams site is as follows:

- Preserve and build upon the iconic Field of Dreams destination in Dubuque County, that has drawn over 4,000,000 visitors, for generations to come.
- Create a world-class venue to host a variety of state, regional, and national events including future MLB games.
- Carry the momentum and excitement of past events and the MLB relationship to a multi-year level.
- Elevate and showcase the history, opportunities, and vitality of the Tri-State Region: the place we call home.

The two Major League Baseball games that have been played on the field drew over 9.3 million viewers with the first game being the most watched regular season game since 2005.

In 2022, travel related expenditures in Dubuque County were \$439 million supporting over 2,900 jobs.

The 7% Hotel/Motel tax revenues are projected to be \$3,239,545 in 2025 (prior to completion of any Field of Dreams improvements) an increase of 43% (\$965,500) from 2019, the year before the pandemic, which was \$2,269,045.

The expansion of the Mississippi River Cruise boat industry with the arrival of 4 new boats and the arrival of Viking Cruise Lines is expanding the exposure of the international traveler to Dubuque. While they do not stay in hotels while on their cruise, some of these people will come back to Dubuque and most of these passengers will go back to their homes and tell their family and friends about this new place they have discovered in the heartland of America, Dubuque – the Masterpiece on the Mississippi.

The same is true for the international exposure that will be created through the Field of Dreams. Some of those people will come back and they will tell their families and friends about Dubuque.

A May 2024 McKinsey & Company report titled, “The State of Tourism and Hospitality 2024,” has several important conclusions:

“Global Travel is back and buzzing. More regional trips, newly emerging travelers and a fresh set of destinations are powering steady spending.”

“As global tourism grows, it’s crucial for destinations to be ready. How can the tourism ecosystems prepare to host unprecedented volumes of visitors-while also managing the challenges.”

McKinsey surveyed current day travelers with the following results:

“Travel has become a top priority, especially for younger generations. Sixty-six percent of the travelers we surveyed say they’re more interested in travel now than they were before the COVID-19 pandemic. This pattern holds across all surveyed age groups and nationalities. Respondents also indicate that they’re planning more trips in 2024 than they did in 2023.”

“Travel isn’t merely an interest these days. It’s become a priority-even amid uncertain economic conditions that can make budgeting a challenge. Travel continues to be one of the fastest-growing consumer spending areas, rising 6 percent over a recent 12-month period in the United States, even when adjusted for inflation. Only 15 percent of our survey respondents say they’re trying to save money by reducing the number of trips they go on. And in the February 2024 McKinsey ConsumerWise Global Sentiment Survey of more than 4,000 participants, 33 percent of consumers said they planned to splurge on travel, ranking it the third-most-popular splurge category-trailing only eating at home and eating out at restaurants.”

“Younger generations appear to propel much of the rising interest in travel. In 2023, millennials and Gen Zers took, on average, nearly five trips, versus less than four for Gen Xers and baby boomers. Millennials and Gen Zers also say they devote, on average 29 percent of their incomes to travel, compared with 26 percent for Gen Zers and 25 percent for baby boomers.”

“Younger generations are prioritizing experiences over possessions. Fifty-two percent of Gen Zers in our survey say they splurge on experiences, compared with only 29% of baby boomers.”

McKinsey concludes that, “Tourism and hospitality are on a journey of disruption. Shifting sources markets and destinations, growing demand for experiential and luxury travel, and innovative business strategies are all combining to dramatically alter the industry landscape.”

Las Vegas talks about the “Fun Economy.” They say they are at the intersection of a massively intertwined fun economy of tourism, sports and entertainment.

Dubuque is no Las Vegas, nor do we want to be, but we are, a beneficiary of the, “Fun Economy.”

If we expect to be a premier tourism destination, we need to have the infrastructure in place to support those visitors to our signature tourist attractions like, the Mississippi River, the National Mississippi River Museum and Aquarium, the Field of Dreams, and the many supporting attractions including the gambling industry.

In my research I have found that tourism significantly impacts a local economy in various ways:

- Tourism generates employment opportunities in various sectors, including hospitality, transportation, retail, and entertainment. This helps reduce unemployment rates and supports local livelihoods.
- Visitors spend money on accommodations, food, attractions, and services, contributing to the local economy. This influx of cash helps businesses thrive and can lead to increased tax revenue for local governments.
- Tourism encourages the growth of local businesses, from restaurants and shops to tour operators and attractions. This can lead to a more vibrant local economy and community.
- Tourism fosters cultural exchange and appreciation, which can enhance the community's cultural offerings and create a more diverse and inclusive environment.
- Successful tourism can enhance a region's reputation, attracting further investment and visitors. This positive branding can lead to long-term economic benefits.

Overall, tourism acts as a catalyst for economic development, bringing diverse benefits to local communities while fostering a sense of pride and cultural identity.

The City of Dubuque must continue to take aggressive affirmative actions to keep up the momentum that has been developed in Dubuque County leading to a 4.2% population gain from 2010-2020. The Field of Dreams answers the question for Dubuque in the 2020's, WHAT'S NEXT.

I respectfully request Mayor and City Council approval of the Memorandum Agreement with Travel Dubuque.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Keith Rahe, Travel Dubuque President and CEO
Nate Runde, Dyersville Events Chairperson

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF DUBUQUE
AND
THE DUBUQUE AREA CONVENTION AND VISITORS BUREAU DOING BUSINESS
AS TRAVEL DUBUQUE**

WHEREAS, the American Rescue Plan Act (ARPA) allocated \$350 billion dollars for state and local governments; and

WHEREAS, the City of Dubuque (City) received \$26,522,282; and

WHEREAS, an eligible expenditure of ARPA funds includes responding to the public health and negative economic impacts of the pandemic; and

WHEREAS, responding to the public health and negative economic impacts of the pandemic includes granting assistance to impacted industries, including tourism, travel, and hospitality that faced inordinate impacts due to the pandemic; and

WHEREAS, the City in May 2022 committed \$1 million of the City's ARPA funds to the Dubuque Area Convention and Visitors Bureau doing business as Travel Dubuque (Travel Dubuque) related to development of the Field of Dreams; and

WHEREAS, the City Manager was authorized to negotiate the terms of the City contribution; and

WHEREAS, this Memorandum of Agreement formalizes the terms of the City contribution of ARPA funds to Travel Dubuque.

NOW THEREFORE the Parties agree as follows:

1. City shall provide \$1 million to Travel Dubuque from the City's allocation of ARPA funds.
2. The \$1 million will be restricted for use by Travel Dubuque with approved uses including:
 - a. Marketing of the Field of Dreams site and affiliated activities;
 - b. Marketing, specifically to Field of Dreams attendees, the visitor experiences and activities available within the City of Dubuque at not-for-profits, including but not limited to:
 - i. National Mississippi River Museum & Aquarium
 - ii. Dubuque Museum of Art
 - iii. Fenelon Place Elevator Company
 - iv. Island Social
 - v. Dubuque Arboretum & Botanical Gardens
 - vi. The Wanderwood Gardens
 - vii. Dubuque YMCA / SkyTours Zipline
 - viii. Veterans Memorial Plaza

- ix. Eagle Point Park
- x. Hillcrest Family Services Reflections in the Park
- xi. Clarke University
- xii. University of Dubuque
- xiii. Loras College
- xiv. Emmaus Bible College
- xv. Five Flags Center
- xvi. Grand River Center
- xvii. Miracle League of Dubuque

- c. Marketing for-profit businesses and activities inordinately impacted by the COVID-19 pandemic, including tourism, travel, and hospitality
3. The funds provided by the City to Travel Dubuque for the above purposes shall be spent by Travel Dubuque at the direction of the Travel Dubuque Board of Directors to ensure maximum exposure and proper timing.
 4. It is understood that these expenditures will be made over several years and Travel Dubuque shall include in its annual report to the City an update on the expenditure of funds for the above outlined purposes.
 5. In the event of noncompliance with a term of this Agreement by Travel Dubuque the City shall provide written notice to Travel Dubuque which shall then have five (5) days to cure the breach. If Travel Dubuque fails to cure the breach within five (5) days, Travel Dubuque shall be responsible to refund the remaining balance to the City.

This Memorandum of Agreement shall remain in place from the last date of signature below until the \$1 million is fully spent.

TRAVEL DUBUQUE



(Name and title of individual signing)

November 26, 2024

CITY OF DUBUQUE

(Name and title of individual signing)

December _____, 2024

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE:	Signed Contract(s)
SUMMARY:	Strand Associates, Inc. for Amendment No. 2 to Task Order No. 22-03 for the Water Treatment Plant and Water Distribution System Supervisory Control and Data Acquisition System Upgrade.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Strand - SCADA Amendment 2



Strand Associates, Inc.[®]
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

Amendment No. 2 to Task Order No. 22-03
City of Dubuque, Iowa (OWNER)
and Strand Associates, Inc.[®] (ENGINEER)
Pursuant to Agreement for Technical Services dated June 9, 2016

This is Amendment No. 2 to the referenced Task Order.

Project Name: Water Treatment Plant (WTP) and Water Distribution System Supervisory Control and Data Acquisition (SCADA) System Upgrade

Under **Scope of Services**, Design Services, ADD the following:

- "11. Design modifications to the WTP to include single-mode fiber and network cabinets with Ethernet switches as specified by OWNER's information technology department.
12. Perform one trip to the WTP to review input and output signals to be connected to Supervisory Control Center 2."

Under **Compensation**, CHANGE \$112,800 to "\$131,600."

Under **Schedule**, CHANGE June 30, 2024, to "June 30, 2026."

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

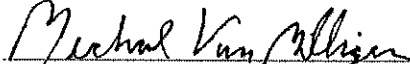
ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.[®]

CITY OF DUBUQUE, IOWA

 11/6/24
Joseph M. Bunker Date
Corporate Secretary

 11/21/2024
Michael C. Van Milligen Date
City Manager

**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.

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2025 (Vacant Business Professional, lives or works inside cultural district term of Robins)

One, 3-Year term through June 30, 2026 (Vacant Public Member 3 term of Riedel)

One, 3-Year term through June 30, 2027 (Vacant Business Professional Term of Neuhaus)

Applicants:

	Business Professional, lives or works inside cultural district 6/30/25 Term	Public Member 3 6/30/26 Term	Business Professional 6/30/27 Term
David Barba, 2400 Central Ave.		X	X
Gail Chavenelle, 1155 Kelly Ln.		X	X
Aaron Hefel, 515 1/2 W. 8th St.	X	X	X
Bree	X	X	X

Hernandez, 1298 Locust St.			
Jessica Ochoa, 1970 Hale St.		X	X

Equity and Human Rights Commission

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

Applicants:

DeLano Cain-Watson, 994 Patricia Ann Dr.

Traci Phillipson, 2120 Rhomberg Ave.

SUGGESTED DISPOSITION:

ATTACHMENTS:

1. Overview sheet
2. Arts and Culural Affairs Advisory Commission Applicants
3. Equity and Human Rights Commission Applicants
4. Details and Openings

**APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting,
Monday, December 2, 2024
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

**APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL
REGARDING THEIR APPLICATION FOR APPOINTMENT**

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2025 (Vacant Business Professional, lives or works inside cultural district term of Robins)

One, 3-Year term through June 30, 2026 (Vacant Public Member 3 term of Riedel)

One, 3-Year term through June 30, 2027 (Vacant Business Professional Term of Neuhaus)

Applicants:

	Business Professional, lives or works inside cultural district 6/30/25 Term	Public Member 3 6/30/26 Term	Business Professional 6/30/27 Term
David Barba, 2400 Central Ave.		X	X
Gail Chavenelle, 1155 Kelly Ln.		X	X
Aaron Hefel, 515 1/2 W. 8th St.	X	X	X
Bree Hernandez, 1298 Locust St.	X	X	X
Jessica Ochoa, 1970 Hale St.		X	X

Equity and Human Rights Commission

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

Applicants:

- DeLano Cain-Watson, 994 Patricia Ann Dr.
- Traci Phillipson, 2120 Rhomberg Ave

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS 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

Two, 3-Year terms through August 17, 2027 (Vacant terms of White and Wooden)

Applicants:

- Matt Henick, 2115 Golden Eagle Dr. (Additional Applicant)
- David Wall, 1710 ½ White St.

Resilient Community Advisory Commission

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

Applicant:

- David McDermott, 919 Kirkwood St

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)

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)

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)

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
- J. To engage in comprehensive planning for the cultural development of the city. (Ord. 59-14, 10-6-2014)

2-8-14: COOPERATION WITH OTHER AGENCIES:

The commission cooperates with other arts and culture groups interested in the promotion and implementation of arts and cultural activities which are in the best interest of the city. (Ord. 59-14, 10-6-2014)

2-8-15: SOLICITATION AND ACCEPTANCE OF DONATIONS:

The commission may solicit and otherwise accept donations and gifts of money, personal and real property, and personal services on behalf of the city. All such donations and gifts received become the property of the city for the general use or support of arts and cultural programs as determined by the city council unless such items have been designated by the donor for specific purposes. (Ord. 59-14, 10-6-2014)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Jill Connors](#); [Bonnie Spurling](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 11/14/2024 11:14:55 AM

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : At-Large Living or working in the cultural and entertainment district, Arts Rep

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 Barba

Please enter the best way to Day-vid Bar-buh

pronounce your
name below:

How did you hear City of Dubuque Social Media
about City of
Dubuque Boards
and
Commission?

If other, please *Field not completed.*
specify:

Street Address: 2400 Central Avenue Apt 3

PLEASE NOTE:

you must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

City Dubuque

State Iowa

Zip Code: 52001

Preferred Phone 6124320477
Number:

Email dbarba@dubuquemainstreet.org
Address(es):

Place of Dubuque Main Street
Employment:

Business Phone 5635884400
Number:

Job Title/ Duties: Development Coordinator: I am responsible for leading the annual investment drive, producing monthly small business events such as the Holidazzle Small Business Saturday Trolley Loop, the State of Main Awards, the Dubuque Farmers' Market, and more! Some of my favorite parts of my job involves public outreach to recruit participants and support for our programming. I do most of the graphic design at the office and assist in managing the social media as well.

Please list your I built my career in Dubuque through my practice as an independent
experience, skills artist. In 2021, I left my studies at the Clarke University Arts
and or education department due to education obstacles caused by COVID 19. In the

that have prepared you for service on this board/commission:

following years after that, I painted 14 murals in a 45 minute radius in Iowa, Illinois and Wisconsin. I have used my mural painting business to get a job at the Riverbluff Collective in East Dubuque. After 2 years of working for that startup I went from cashier to creative director. I started my relationship with them by painting a mural and 2 years later I had designed over 200 SKUs of product packaging with a dozen or so marketing campaigns to go along with it. During my time with Riverbluff I began volunteering for the Dubuque Area Arts Collective. Over 2 years I organized, curated, and promoted 2 dozen gallery installations, designed and printed 10 "zines" and showed the artwork of over 100 local artists. I rebuilt that non profit after COVID and it has maintained that momentum to this day. I have also volunteered to lead youth art workshops at Centrally Rooted where I assisted elementary school age children in their creative and artistic development. I've photographed dozens of live events at Voices Studios, the Smokestack, The Fox Den Motel, and Esther's Lounge. Since leaving my studies at Clarke University, my career has been chalk full of opportunities to use my artistic practices to earn money, build my portfolio, and increase my standing in the Dubuque Community.

What contributions can you make or state reason for applying?

I believe I can bring a unique perspective to conversations about arts and culture and what it looks like for a college art student to find success in Dubuque. As far as I know, I'm one of few people in our community that has managed to use their art to create a meaningful career for themselves. My reason for applying for this commission is that I don't think I'm some kind of unicorn in the arts world. This is a path that many more young artists can take for themselves. If Dubuque wants to continue to establish itself as a beacon for the arts, then we need to develop young artists and prove that they can build careers in the arts in Dubuque. I'd like the opportunity to advocate for the City to assist emerging artists in finding the opportunities that I was able to find for myself. That's the only way that I see Dubuque finding continued success in the arts. We need more artists and we need more work for more artists.

Describe your experience working in diverse environments:

While my background in life has been in heavily white environments, I have always been an advocate for the importance of diversity in a team. Especially in the art world. I feel I've been successful in creating healthy environments with diverse communities by simply treating them as I would anyone else; with kindness. If there's anything I've learned through working in diverse environments, it's that there is a fine line between respecting someone of a different cultural background, and overcompensating to the point of making that person uncomfortable. As a photographer, I often hear from some of my POC friends in Dubuque about how uncomfortable it is that so many event photographers seem to flock around people of color in order to emphasize a certain organizations' proclivity for diverse groups. It's tricky because while I do acknowledge that as important in our society, I would never want to make another person

feel as if they're some kind of spectacle just because of their ethnic background. It's a delicate balance. I believe in starting relationships by just being kind to people of color and welcoming their voice as just as equal as anyone else while allowing them to be themselves. Embrace who they are and where they come from. People will do their best if they feel their team is a safe place for them to be themselves. I've always been a championing of being yourself, no matter if that goes against cultural norms of the majority ethnic population or not.

Describe your experience engaging other community members to gather their input and opinions:	Throughout 2024, I have led an effort by my small business "Gourd Store Studios" also known as "The Gourd Store" in establishing a district identity for the Central Curve neighborhood from 14th St. to 20th St. This has been a fascinating project exploring the relationship between community organizing and public art. While my company was hired to simply create a district identity and brand, we noticed a real gap in any sort of existing community organizing along Central. We had to ask ourselves, if we create a brand, but there is no unified organizing effort along Central, then who will become the champions of the brand? Who would even use it or care about it? So we opted to use this opportunity to start organizing ourselves on Central. After all, that's the neighborhood I now call home. This effort has included an ongoing campaign in engaging and including small business owners that often don't participating in this sort of neighborhood organizing. This also included door to door canvassing with residents to get their opinions on the matter. I have grown to love this kind of work. What I've learned is that many of these people I've encountered have big obstacles in their lives that a district identity wouldn't solve. But I don't see many other governments, political parties, non profits, or consultants that seem to care enough to hear these people out and become an amplifying tool for their voices. I care enough to do this. In fact, it's been a source of motivation in my personal life to continue to become the best version of myself I can be so I can have the chance to make more and more of a difference in the lives of people who have been less fortunate than myself.
List two references: (Include their name and phone number)	Danielle Jacobs: 563-451-2695 Kyle FitzGerald: 563-542-6867 Ivonne Simmonds: 563-580-9888
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Dubuque Main Street Promotions Committee
Have you served	No

on a Board,
Commission, or
Committee
before?

If yes, which? *Field not completed.*

Have you No
participated in the
City Life
program?

If so, when? *Field not completed.*

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Signature (type David Lee Barba
your name here
as electronic
verification):

Date: 11/14/2024

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : At-Large Living or working in the cultural and entertainment district

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Gail Chavenelle

Please enter the best way to Gay L. Shav in el

pronounce your
name below:

How did you hear Other:
about City of
Dubuque Boards
and
Commission?

If other, please Email notification of opening
specify:

Gender (choose Woman
all that apply)

If trans or *Field not completed.*
transgender
please specify:

If another identity *Field not completed.*
please specify:

Street Address: 1155 Kelly Lane

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: 52003

Preferred Phone 5635996372
Number:

Email gail@chavenellestudio.com
Address(es):

Place of Owner/sculptor Chavenelle Studio Metalworks
Employment:

Business Phone 5635996372
Number:

Job Title/ Duties: Owner/ metal sculptor

Please list your I have served on community and Art organizations boards. I am an

experience, skills and or education that have prepared you for service on this board/commission:	active sheet metal sculptor having received city and IAC grants. My sculpture has been part of Art on the River and is part of public collections throughout Iowa. (complete resume upon request)
What contributions can you make or state reason for applying?	I am an advocate for the arts and the Dubuque community. With four generations of my family living in Dubuque, I care passionately about our areas. I also believe that arts are an important in the economic development of our city. I am known in the community and look forward to bring arts groups together and link with the Chamber and development/marketing organizations.
Describe your experience working in diverse environments:	Diverse experience: I have been a high school teacher Developed computer literacy Houston, TX Worked for Cycare- a healthcare computer processing company in curriculum development and sales support Artist/ owner of Chavenelle Studio Metalworks- successfully marketed internationally online and developed public sculpture
Describe your experience engaging other community members to gather their input and opinions:	I think perhaps the best way I can share my experience engaging others is in the recent creation of CITIZENS-a public sculpture installed in 2024 at the Carnegie Stout Library. Working with members of the black community we discussed what would express and celebrate Black history is America history. With their input, and the inspiration in the online “finding Dubuque Atlas “by Christine Happ Olson, I created more than 25 metal sketches, which were displayed during Black History Month 2024 at the Carnegie Stout Public library. Using both online and digital voting methods , patrons and visitors voted for their favorite. This project was supported by Dubuque’s creative empowerment sub grant program. The favorite, with the help of the Iowa Arts Council creative catalyst project grant, allowed me to create a 7 foot Public sculpture of the favorite – which is now installed. This project allowed diverse input and citizens choosing a public sculpture design which represents them.
List two references: (Include their name and phone number)	Public Art Commission – Ames Annual Outdoor Sculpture Exhibit (AAOSE) City of Ames, Managers Office Phone -515 239 5101 Contact: Carly Watson Jennie Petersen-Brant Director of Communications Greater Dubuque Development Corporation 900 Jackson St. Unit 109

Dubuque, IA 52001
Phone 563 599 9049

Are you currently
serving on other
Boards,
Commissions, or
Committees?

Yes

If yes, which?

Art subcommittee at Carnegie Stout Public Library

Have you served
on a Board,
Commission, or
Committee
before?

Yes

If yes, which?

Long Range Planning Commission

Have you
participated in the
City Life
program?

No

If so, when?

Field not completed.

Have you
participated in the
Intercultural
Competency
Program offered
through the City
of Dubuque or
other
organizations?

No

If yes to the
above question,
please list the
organization that
offered the
program and the
date of
completion:?

Field not completed.

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Signature (type
your name here
as electronic
verification):

Gail Chavenelle

Date: 11/6/24

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : At-Large Living or working in the cultural and entertainment district, Arts Rep, Business Professional, Business Professional living or working outside of the Business District

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Aaron hefel

Please enter the best way to Aaron hefel

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:

Gender (choose Man
all that apply)

If trans or *Field not completed.*
transgender
please specify:

If another identity *Field not completed.*
please specify:

Street Address: 515 1/2 West 8th Street
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 5634517985
Number:

Email dasbelt@gmail.com
Address(es):

Place of The Lift
Employment:

Business Phone *Field not completed.*
Number:

Job Title/ Duties: Owner, manager, talent buyer

Please list your I have worked within the Dubuque Arts community either solo or in a

experience, skills
and or education
that have
prepared you for
service on this
board/commission:
n:

What contributions can you make or state reason for applying?	My perspective as a life long Dubuque and arts advocate would be beneficial to the board.
---	---

Describe your experience working in diverse environments:	I've been director of DubuqueFest, working with artists, musicians, administration of varied backgrounds. I also own and run The Lift, which I think could be described as one of the more arts multi cultural friendly bars in Dubuque.
---	--

Describe your experience engaging other community members to gather their input and opinions:	I ask people all the time what kind of art, music, or events would you like to see happening.
---	---

List two references: (Include their name and phone number)	Paula Neuhaus - 5635645290 Matt Gregory - 5635647508
---	---

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?	Dubuque County Fine Arts Society
----------------	----------------------------------

Have you participated in the	No
------------------------------	----

City Life
program?

If so, when? *Field not completed.*

Have you
participated in the
Intercultural
Competency
Program offered
through the City
of Dubuque or
other
organizations?

Field not completed.

If yes to the
above question,
please list the
organization that
offered the
program and the
date of
completion:?

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Signature (type
your name here
as electronic
verification):

Aaron hefel

Date: 10-31-2024

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : Arts Rep

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Bree Naylea Hernandez

Please enter the best way to Brr eee

pronounce your
name below:

How did you hear Other:
about City of
Dubuque Boards
and
Commission?

If other, please Email Newsletter
specify:

Gender (choose Woman
all that apply)

If trans or *Field not completed.*
transgender
please specify:

If another identity *Field not completed.*
please specify:

Street Address: 1298 Locust St Unit 6
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 5636635446
Number:

Email bree.naylea@gmail.com
Address(es):

Place of Sunnycrest Manor
Employment:

Business Phone (563) 583-1781
Number:

Job Title/ Duties: Program Instructor/ I aid individuals with special needs with their
daily activities.

Please list your experience, skills and or education that have prepared you for service on this board/commission:	I am writing to express my keen interest in serving on the [Board/Commission Name]. As a Latina with a deep-rooted passion for the arts and a strong commitment to community engagement, I believe I can contribute meaningfully to your organization's mission. My journey in the arts began at Clarke University, where I earned a Bachelor of Arts degree in 2024. Prior to that, I completed an Associate of Arts degree in Liberal Arts from NICC in 2020. Throughout my academic career, I have actively engaged in various artistic endeavors, from painting and drawing to performance and event planning. My practical experience in the arts is extensive. As a volunteer at the Dubuque Area Arts Collective since 2020, I have assisted curators in shaping exhibitions and fostering a vibrant artistic community. I initiated the Morbid Muse Gala, a unique event that invites community members to share their emotionally charged artwork, demonstrating my ability to conceptualize and execute innovative projects. My passion for sharing art with others led me to lead art lessons at the Greater Dubuque Boys & Girls Club for over a year. Additionally, I have gained valuable experience in the business side of the arts, having started my own caricature business in 2022 and assisting with several mural projects. My involvement in local film and theater has further enriched my understanding of the arts industry. I have acted in a short film screened at the Julien Dubuque International Film Festival and worked as a production assistant on a Subway commercial. My volunteer work at the Dubuque Museum of Arts Gala has provided me with firsthand experience in event planning, guest relations, and financial management. As a fluent Spanish speaker, I am uniquely positioned to bridge cultural divides and foster inclusivity within the arts community. I am eager to bring my diverse skill set, cultural perspective, and enthusiasm to the [Board/Commission Name]. I believe my ability to connect with people from various backgrounds, my understanding of the challenges and opportunities facing artists, and my commitment to fostering a thriving arts community make me a strong candidate for this position.
---	--

What contributions can you make or state reason for applying?	Diverse Cultural Perspective: As a Latina with fluency in Spanish, I can bring a unique cultural perspective to the board's decision-making process. I can help ensure that the board's programs and initiatives are inclusive and accessible to diverse communities. Community Engagement: My experience with the Dubuque Area Arts
---	--

Collective and the Morbid Muse Gala has equipped me with the skills to engage with the community and foster a sense of belonging. I can help develop programs and initiatives that connect artists and audiences, promoting cultural exchange.

Artistic Expertise: My background in various artistic disciplines, including painting, drawing, performance, and event planning, provides me with a well-rounded understanding of the arts. I can offer valuable insights into the needs of artists and arts organizations in the community.

Business Acumen: My experience with my own caricature business and my work on mural projects demonstrates my business acumen. I can help the board make sound financial decisions and develop sustainable strategies for the arts.

Volunteerism and Community Service: My volunteer work at the Dubuque Museum of Arts Gala and the Greater Dubuque Boys & Girls Club highlights my commitment to community service. I can inspire others to volunteer their time and talents to support the arts.

By combining my passion for the arts, my cultural perspective, and my practical experience, I believe I can make a significant contribution to the Arts & Culture Board.

Describe your experience working in diverse environments:

Throughout my experiences, I've had the opportunity to work in diverse environments, interacting with people from various backgrounds, cultures, and perspectives. This has allowed me to develop strong interpersonal skills and a deep appreciation for different viewpoints.

For example, my current role in the medical field involves assisting individuals with special needs. This experience has been incredibly rewarding, as it allows me to make a tangible difference in people's lives. It has also taught me the importance of patience, empathy, and effective communication. By working closely with individuals with diverse needs, I have learned to adapt to different situations and to find creative solutions to challenges.

Additionally, my volunteer work at the Dubuque Museum of Arts Gala and the Greater Dubuque Boys & Girls Club exposed me to people from all walks of life, including artists, donors, and community members. I had the opportunity to interact with individuals from different age groups, cultural backgrounds, and socioeconomic statuses. These experiences have helped me to develop strong interpersonal skills and the ability to build rapport with people from diverse backgrounds.

I also learned to adapt my teaching style to accommodate different learning styles and cultural sensitivities. These experiences taught

me the importance of effective communication, empathy, and respect for individual differences.

Describe your experience engaging other community members to gather their input and opinions:

I have a strong track record of engaging with community members and gathering their input. For example, when organizing the Morbid Muse Gala, I actively sought out artists to share their personal and often painful artistic expressions. This required sensitivity, empathy, and effective communication.

During my time at the Greater Dubuque Boys & Girls Club, I led art lessons for children from diverse backgrounds. I adapted my teaching style to accommodate different learning styles and cultural sensitivities, fostering a sense of inclusion and encouraging open expression.

Additionally, my volunteer work at the Dubuque Museum of Arts Gala involved interacting with guests from various backgrounds. I actively listened to their feedback and suggestions, which helped to see where I can step in to help.

These experiences have equipped me with the skills to create inclusive spaces, actively listen to others, and value diverse perspectives. I have a knack for building rapport and fostering open communication, which are essential for engaging with community members.

List two references:
(Include their name and phone number)

Molly Casey 563-590-7720, my boss at the Boys & Girls Club
Callie Clark 608-732-5988, Clarke Activities Director

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
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:?

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Signature (type
your name here
as electronic
verification): Bree Naylea Hernandez

Date: 11/05/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Jill Connors](#); [Bonnie Spurling](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 11/13/2024 6:21:16 PM

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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: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : At-Large Living or working in the cultural and entertainment district

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Jessica Ochoa

Please enter the best way to Jess O-cho-a

pronounce your
name below:

How did you hear Other:
about City of
Dubuque Boards
and
Commission?

If other, please Dubuque Museum of Art Facebook page
specify:

Street Address: 1970 Hale street

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 5635807764
Number:

Email jessness.ochoa@gmail.com
Address(es):

Place of Holy Family Catholic Schools/Independent Artist
Employment:

Business Phone *Field not completed.*
Number:

Job Title/ Duties: Substitute teacher

Please list your I have a degree in Art from the University of Iowa. I have been an
experience, skills educator for the past 20 years, always using Art as a tool to help
and or education people in many different circumstances. I have designed and
that have implemented numerous Arts programs for children and adults
prepared you for throughout the States and abroad.
service on this
board/commissio
n:

What I bring a wealth of experiences with me. I bring the perspective of
contributions can being in the education field and the non-profit world. I see and

you make or state reason for applying?	experience on a day to day basis how important it is to bring more Arts and Culture to our city to influence our children. Art opens doors and brings much needed skills to all people, young and old.
Describe your experience working in diverse environments:	I have a lot of experience working in diverse environments. I spent a year living in Montana, traveling from Native American Reservations helping the communities start up their own non-profits. I taught leadership skills also while working with the people of the Reservations, using Art as my tool to do this. I spent two years living in Taiwan as an English teacher. During this time, I was also able to travel to numerous countries throughout Asia and volunteer teaching English. I currently work at Our Lady of Guadalupe, which Dubuque is lucky to have because it is its own little bit of culture in our city.
Describe your experience engaging other community members to gather their input and opinions:	I spent three years serving as an Americorps member in various locations. Through these three years I learned how to create focus groups and implement those in communities. Through my work on the Reservations, we did a lot of focus groups and gathering of various peoples to discuss, explore and weigh the many options they were facing. As a member of the Parks and Recreation Commission, I have learned how to listen to what the public has to say, gather the facts and then make the best decision possible as a group.
List two references: (Include their name and phone number)	Jill Connors 563-580-1784 Kathleen Konrardy 563-581-2603
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Parks and Recreation Commission
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Parks and Recreation Commission
Have you participated in the City Life program?	No
If so, when?	<i>Field not completed.</i>

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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): Jessica Ochoa

Date: November 13, 2024

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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)

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)

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.
- D. To prepare and transmit to the Mayor and City Council from time to time, but not less often than once each year, reports describing its proceedings, hearings conducted, and the outcome thereof, decisions rendered, and the other work performed by the commission.
- E. To make recommendations to the City Council concerning advancing equity, promoting inclusion, and addressing discrimination in order to improve quality of life, livability and equity for all residents.
- F. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, in the planning and conducting of programs designed to advance equity or eliminate discrimination or cultural and intergroup tensions.
- G. To adopt, publish, amend, and rescind regulations consistent with and necessary for the civil rights enforcement provisions of this chapter.
- H. To receive, administer, dispense, and account for any restricted funds that may be voluntarily contributed to the commission and any grants that may be awarded the commission for furthering the purposes of this title. No disbursements will be made of any restricted funds without authority from the City Council. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-14: RECORDS TO BE PUBLIC; EXCEPTIONS:

All records of the commission are public except charges, complaints, reports of investigations, statements, and other documents or records obtained in investigation of any charges. (Ord. 45-15, 7-20-2015)

8-2-15: CONFIDENTIALITY OF COMPLAINTS:

No member of the commission or its staff will disclose the filing of a charge, the information gathered during the investigation, or the endeavors to eliminate such discriminatory or unfair practice by conference, conciliation, or persuasion unless such disclosure is made in connection with the conduct of such investigation or after the commission has held a public hearing upon a complaint filed in connection with such charge. This section does not prevent any complainant, witness, or other person from publicizing the filing of a

charge or complaint or the matter therein complained of. (Ord. 45-15, 7-20-2015)

8-2-16: SUBPOENAS:

The commission may issue subpoenas and order discovery in aid of investigations under this title. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas. (Ord. 45-15, 7-20-2015)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 11/15/2024 10:12:48 AM

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Equity and Human Rights Commission
Commission, or
Committee
applying for:

Name: (PLEASE DeLano Cain-Watson
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 Duh-lay-noh
best way to
pronounce your
name below:

How did you hear Through a Friend
about City of
Dubuque Boards
and
Commission?

If other, please specify:	Nikkole Nutter
Street Address:	994 Patricia Ann Drive
PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
City	Dubuque
State	Iowa
Zip Code:	52003
Preferred Phone Number:	5636631962
Email Address(es):	delano.cainwatson@siu.edu
Place of Employment:	UnityPoint Health - VNA
Business Phone Number:	<i>Field not completed.</i>
Job Title/ Duties:	Case Manager
Please list your experience, skills and or education that have prepared you for service on this board/commission:	This past spring, I proudly graduated from the University of Dubuque, where I was deeply involved both on campus and in the broader Dubuque community. During my time at UD, I served as Vice President of the Student Government Association, Founding President of the Holistic Health Club, and President of the Aviation Without Barriers Club, an organization dedicated to creating programming and events that supported Black and women pilots within the university's aviation department. Beyond campus, I worked closely with the Multicultural Family Center, performing at their Juneteenth celebration and contributing as a Registered Yoga Teacher by offering free yoga classes to the community. I also completed an impactful internship at the Fountain of Youth. As a well-known, young, educated Black man in Dubuque, my goal is to ensure that the City's Boards, Commissions, and Council better reflect the diverse demographics of our community. Appointing me to the Equity and Human Rights Commission would enable the group to genuinely embody its commitment to equity, particularly in representing and addressing the needs of the Black community.

What contributions can you make or state reason for applying?	As a Black man, I bring a unique perspective to the conversations that happen at the commission level, offering ideas and insights through a Black lens that reflect the lived experiences of a strategically undervalued community. Drawing from my leadership experiences and education at the University of Dubuque, I am equipped to translate my knowledge into meaningful community servanthood, ensuring that my contributions are both informed and impactful. Additionally, as one of the youngest members serving on the commission, I offer a fresh perspective that is not currently represented, bridging generational gaps and fostering inclusive decision-making that aligns with the needs of all Dubuquers.
Describe your experience working in diverse environments:	As a Black man, any environment I work in becomes innately “diverse” due to my inclusion, as I am often the only Black person in the room within many organizations I serve. While having one Black person involved in an organization, business, or commission doesn’t inherently make it truly diverse, my lived experiences bring valuable perspectives to the table. As Vice President of the Student Government Association at the University of Dubuque, I took on the responsibility of reaching out to all multicultural clubs on campus, ensuring they felt comfortable coming to me as a point of contact. I prioritized advocating for their funding requests, ensuring they received the same level of attention and support as clubs with predominantly white memberships. This experience reinforced my commitment to fostering equity and inclusion in all spaces I inhabit.
Describe your experience engaging other community members to gather their input and opinions:	I collaborated with Antonio Mouzon during his time as Director of the Multicultural Family Center (MFC) to seek guidance on where to complete my senior-year internship at the University of Dubuque. Antonio connected me to valuable resources and organizations within the community that aligned more closely with my goals and needs at the time than the MFC could. Additionally, I worked with Brianna Thompson on initiatives to create programming aimed at educating Dubuque’s Black community about their voting rights and how to effectively exercise them.
List two references: (Include their name and phone number)	Alex Haggin 319.899.9186 Logan Stelter 507.525.0136
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,	No

Commission, or Committee before?	
If yes, which?	Field not completed.
Have you participated in the City Life program?	No
If so, when?	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):	DeLano D. Cain-Watson
Date:	11/15/2024

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/9/2024 6:15:28 PM

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Equity and Human Rights Commission

Name: Traci Phillipson

Please enter the best way to pronounce your name below: tray-see fill-up-son

How did you hear about City of Dubuque Boards and Commission? Through a Friend

If other, please specify: Field not completed.

Gender (choose all that apply) Woman

If trans or transgender please specify: Field not completed.

If another identity please specify: *Field not completed.*

Street Address: 2120 Rhomberg Ave

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: 9144507722

Email Address(es): traci.phillipson@gmail.com

Place of Employment: Loras College

Business Phone Number: *Field not completed.*

Job Title/ Duties: Assistant Professor

Please list your experience, skills and or education that have prepared you for service on this board/commission:

I have studied and taught on issue of social and political philosophy, including philosophy related to race and gender. I have taken a professional development course at Loras as part of our DEI initiative

What contributions can you make or state reason for applying?

I am interested in learning more about the Equity and human rights issues in Dubuque and helping to alleviate those issues. I would like to use my training and knowledge in the philosophical side of these issues to make a practical difference in the community

Describe your experience working in

I worked in diverse environments and an adjunct and visiting instructor in various colleges in WI and NY before coming to Dubuque. I grew up in a relatively diverse NYC suburb and was able

diverse environments:	to gain experience with a lot of difference cultures in that environment
Describe your experience engaging other community members to gather their input and opinions:	while I have little experience in this area directly, I often ask my students for input in how our class community is run and sometimes make changes based upon their feedback
List two references: (Include their name and phone number)	Felicia Carner 563-212-5885 Susan Crook 865-386-4497
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>
Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	No
If yes to the above question, please list the	<i>Field not completed.</i>

organization that
offered the
program and the
date of
completion:?

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Signature (type your name here as electronic verification): Traci Ann Phillipson

Date: 07/09/2024

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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

At-Large - Outside Cultural Dist. 1	Franco	Menchaca	6/30/27
Business Prof - In Cultural Dist. 1	Open	Open	6/30/27
Business Prof 2	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	William	Hindricks	7/16/28

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month,

3:30 p.m., Five Flags

Public Member 1	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	Luselena	Bravo	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

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 2.

ITEM TITLE:

Boards and Commission Appointments

SUMMARY:

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

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

Two, 3-Year terms through August 17, 2027 (Vacant terms of White and Wooden)

Applicants:

Matt Henick, 2115 Golden Eagle Dr. (Additional Applicant)

David 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 Applicants
4. Resilient Community Advisory Commission Applicant
5. Details and Openings

**APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting,
Monday, December 2, 2024
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

**APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL
REGARDING THEIR APPLICATION FOR APPOINTMENT**

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2025 (Vacant Business Professional, lives or works inside cultural district term of Robins)

One, 3-Year term through June 30, 2026 (Vacant Public Member 3 term of Riedel)

One, 3-Year term through June 30, 2027 (Vacant Business Professional Term of Neuhaus)

Applicants:

	Business Professional, lives or works inside cultural district 6/30/25 Term	Public Member 3 6/30/26 Term	Business Professional 6/30/27 Term
David Barba, 2400 Central Ave.		X	X
Gail Chavenelle, 1155 Kelly Ln.		X	X
Aaron Hefel, 515 1/2 W. 8th St.	X	X	X
Bree Hernandez, 1298 Locust St.	X	X	X
Jessica Ochoa, 1970 Hale St.		X	X

Equity and Human Rights Commission

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

Applicants:

- DeLano Cain-Watson, 994 Patricia Ann Dr.
- Traci Phillipson, 2120 Rhomberg Ave

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS 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

Two, 3-Year terms through August 17, 2027 (Vacant terms of White and Wooden)

Applicants:

- Matt Henick, 2115 Golden Eagle Dr. (Additional Applicant)
- David Wall, 1710 ½ White St.

Resilient Community Advisory Commission

One, 3-Year term through July 1, 2026 (Vacant 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: 11/25/2024 12:46:44 PM

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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 Commission

Please identify which opening on the Housing Commission your qualifications represent Experience in real estate, banking, finance, accounting, funds management, or other related areas of expertise

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Matt Henick

Please enter the best way to pronounce your name below: Hen-ick

How did you hear about City of Dubuque Boards and Commission?

If other, please specify: *Field not completed.*

Street Address: 2115 Golden Eagle Dr
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: (563) 663-5122

Email Address(es): matt@mzhproperties.com

Place of Employment: MZH Properties / Premier Property Management Group

Business Phone Number: (563) 663-5122

Job Title/ Duties: Owner of MZH Properties and Co-Founder of Premier Property Management Group.

Please list your experience, skills and or education that have prepared you for service on this board/commission:

I provide housing either by direct ownership or third-party management for roughly 258 residents in Dubuque and Davenport. I have been in Real Estate since August 2019. Before and during some of my RE career I worked in Corporate Accounting and Finance. I am a graduate of Loras College with a double major in Accounting and Finance.

What contributions can you make or

I can provide first-hand experience to the management and ownership of rentals. From low-income/section 8 to large multi-family properties.

state reason for
applying?

Describe your experience working in diverse environments:	In both my corporate career and RE career, I have worked with many people of all different backgrounds. I can work with anyone regardless of background.
---	--

Describe your experience engaging other community members to gather their input and opinions:	I enjoy asking people in the community (specifically in properties I own) how I can improve their quality of life. It is important to listen and make changes when possible. Usually, that question is answered with a very simple improvement. Listening is key.
---	---

List two references: (Include their name and phone number)	Noah Sprimont (563.599.3815) Josh Pociask (563.542.9994)
--	---

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>
--------------	-----------------------------

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):

Matthew Z. Henick

Date: 11/25/24

Email not displaying correctly? [View it in your browser.](#)

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

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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

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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)

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

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Board/Commission Application Form

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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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Signature (type your name here as electronic verification): David McDermott

Date: 11/13/2024

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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

At-Large - Outside Cultural Dist. 1	Franco	Menchaca	6/30/27
Business Prof - In Cultural Dist. 1	Open	Open	6/30/27
Business Prof 2	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	William	Hindricks	7/16/28

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month,

3:30 p.m., Five Flags

Public Member 1	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	Luselena	Bravo	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

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE:	Resolution Approving a Proposed Development Agreement with Miller Companies, LLC
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval of a resolution for a proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF) by and between the City of Dubuque, Iowa and Miller Companies, LLC for the redevelopment of 744 Main Street, and City Manager recommending approval. RESOLUTION Approving 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
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Proposed Development Agreement with Miller Companies, LLC

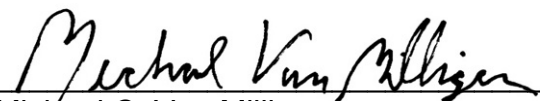
DATE: November 26, 2024

Economic Development Director Jill Connors is recommending City Council approval of a resolution for a proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF) 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 Approving a Proposed Development Agreement with Miller Companies, LLC

DATE: November 20, 2024

INTRODUCTION

This memorandum presents for your review and approval a resolution approving 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, following the public hearing, the City Council adopt the attached resolution approving the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (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.

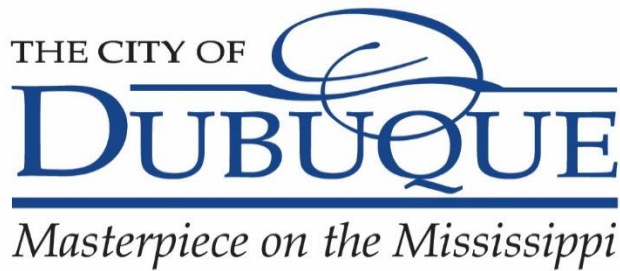
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

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

RESOLUTION NO. ____-24

APPROVING 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

WHEREAS, Miller Companies, LLC is the owner of the property legally 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 Property); and

WHEREAS, the City Council, by Resolution No. 375-24, dated November 18, 2024 declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Miller Companies, LLC, including the issuance of Urban Renewal Tax Increment Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on December 2, 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 Miller Companies, LLC, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Miller Companies, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

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

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

Passed, approved, and adopted this 2nd day of December, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE:	Resolution Approving a Proposed Development Agreement with Limestone Legacy, LLC
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval of a resolution for a proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF) by and between the City of Dubuque, Iowa and Limestone Legacy, LLC for the redevelopment of 1602 Central Avenue, and City Manager recommending approval. RESOLUTION Approving 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
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Proposed Development Agreement with Limestone Legacy, LLC

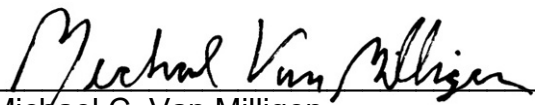
DATE: November 26, 2024

Economic Development Director Jill Connors is recommending City Council approval of a resolution for a proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF) 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 Approving a Proposed Development Agreement with
Limestone Legacy, LLC

DATE: November 20, 2024

INTRODUCTION

This memorandum presents for your review and approval a resolution approving 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, following the public hearing, the City Council adopt the attached resolution approving the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (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.

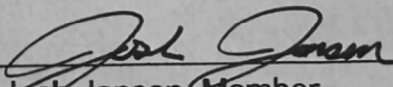
7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

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

[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



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

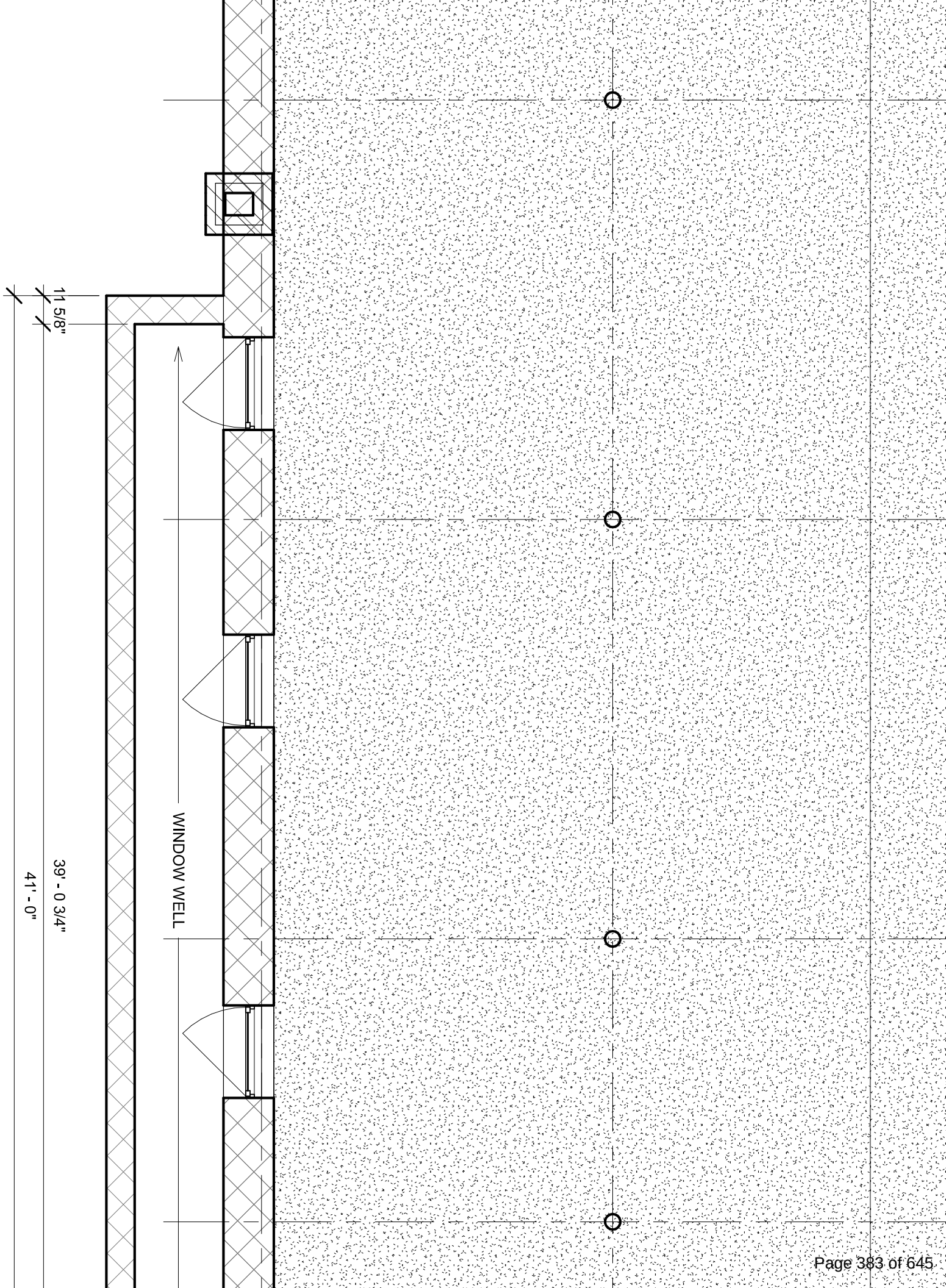
It is exciting to see this project's plan to contribute to the Central Avenue Corridor. Please note that all work completed must have relevant permitting and permission, working with the Inspection and Construction Services Division (formerly Building Department) and Engineering Department as necessary.

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



LARGE FORMAL FINISH

CONCRETE COUNTERTOP ISLAND &
WORK AREA FOR BINDING BLUEPRINTS

FUTURE
WORKSTATION

FUTURE
WORKSTATION

FUTURE
WORKSTATION

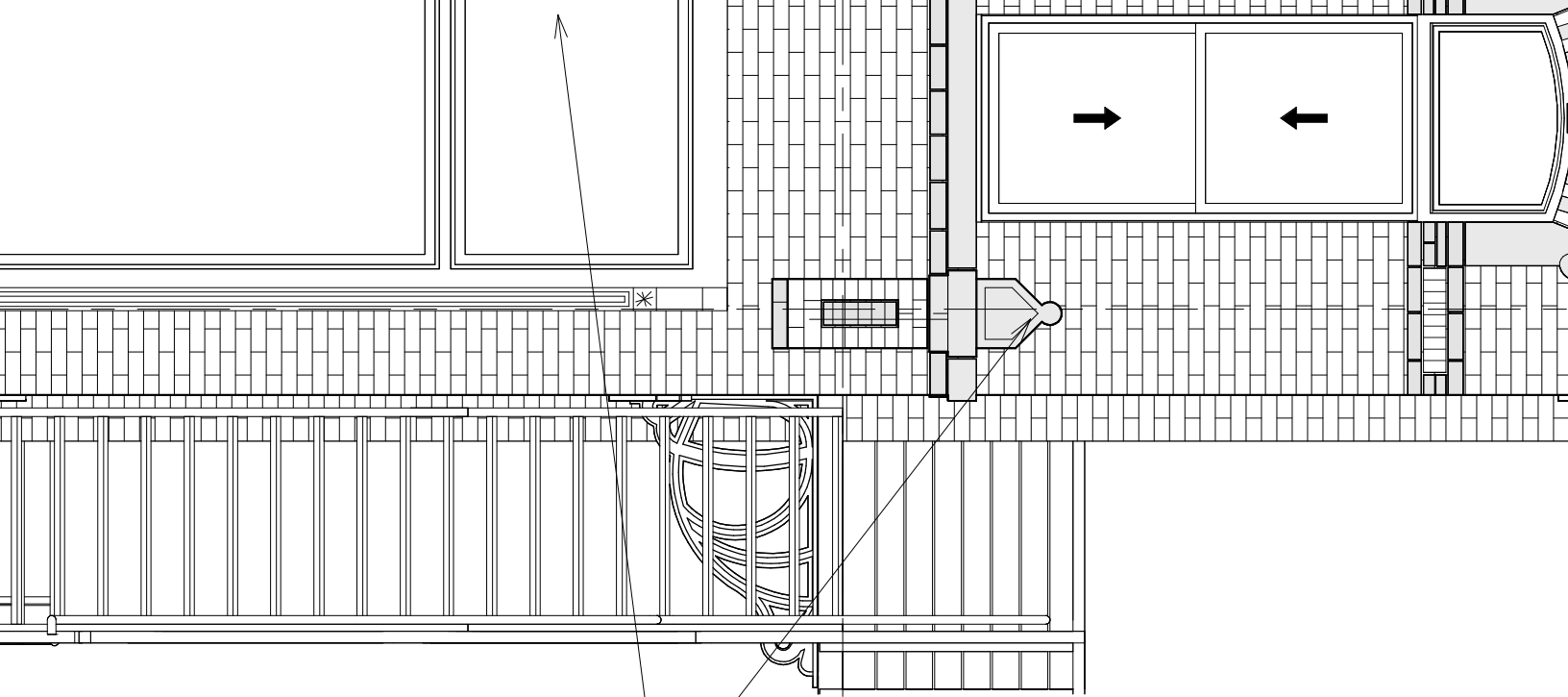
FUTURE
WORKSTATION

FUTURE
WORKSTATION

3' - 0 3/8"

W 16th ST.

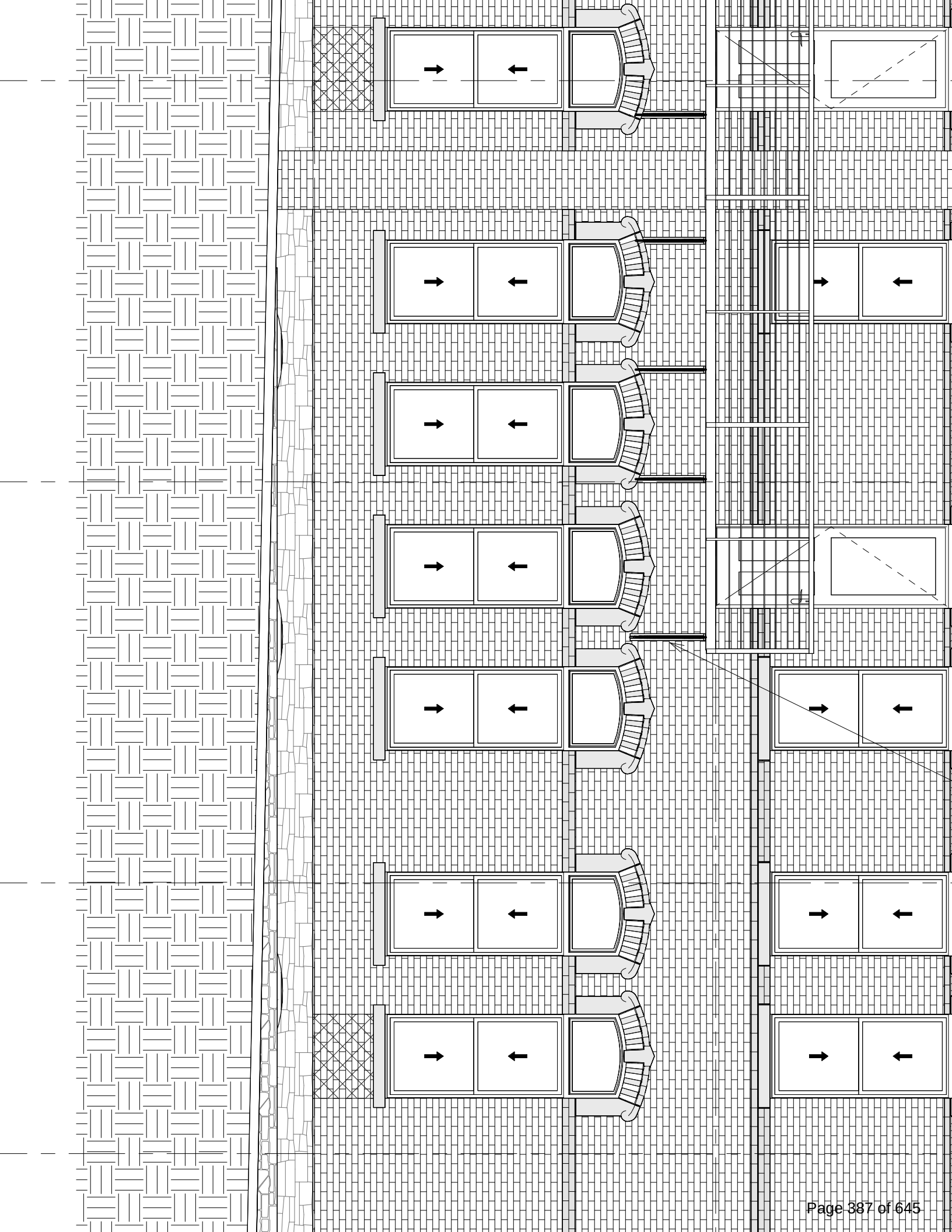


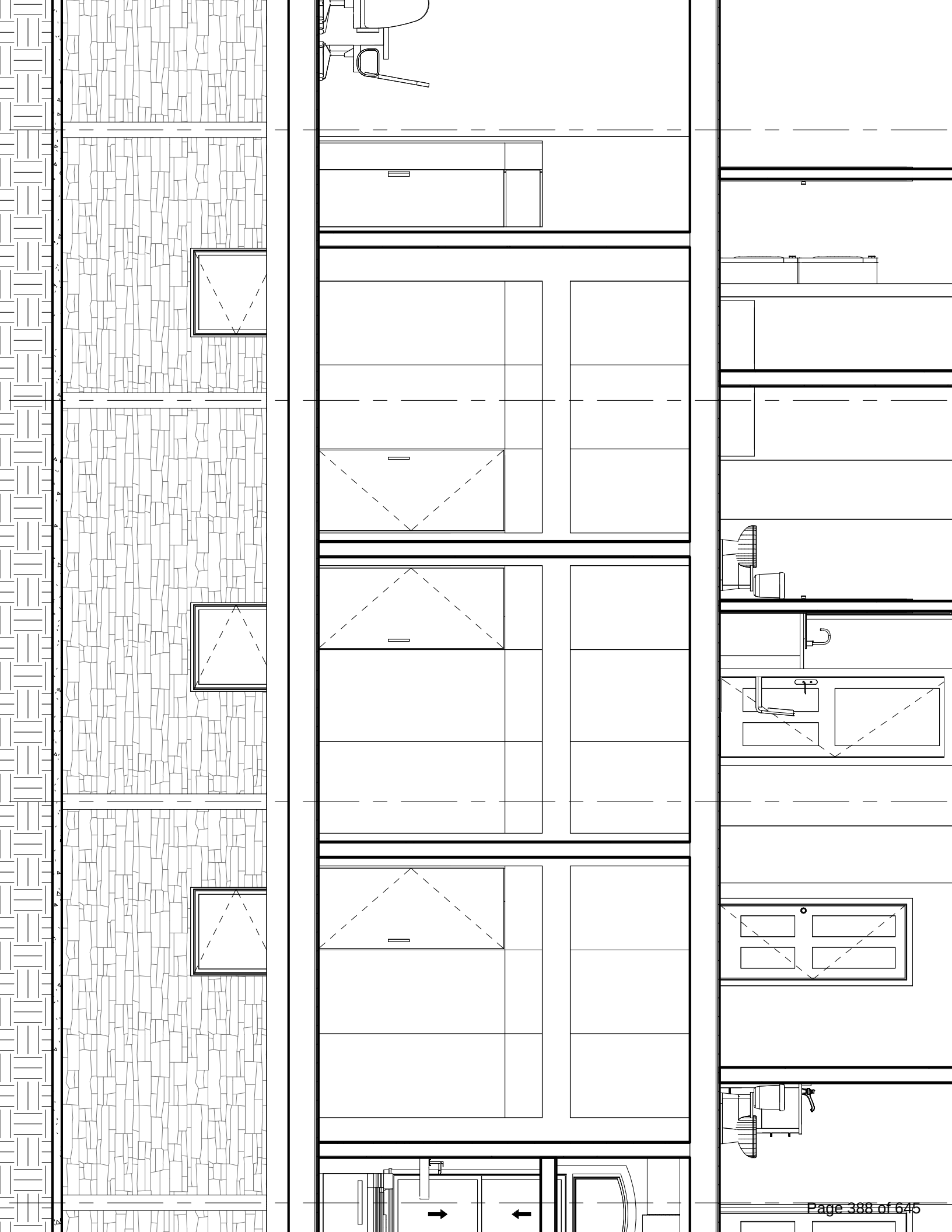


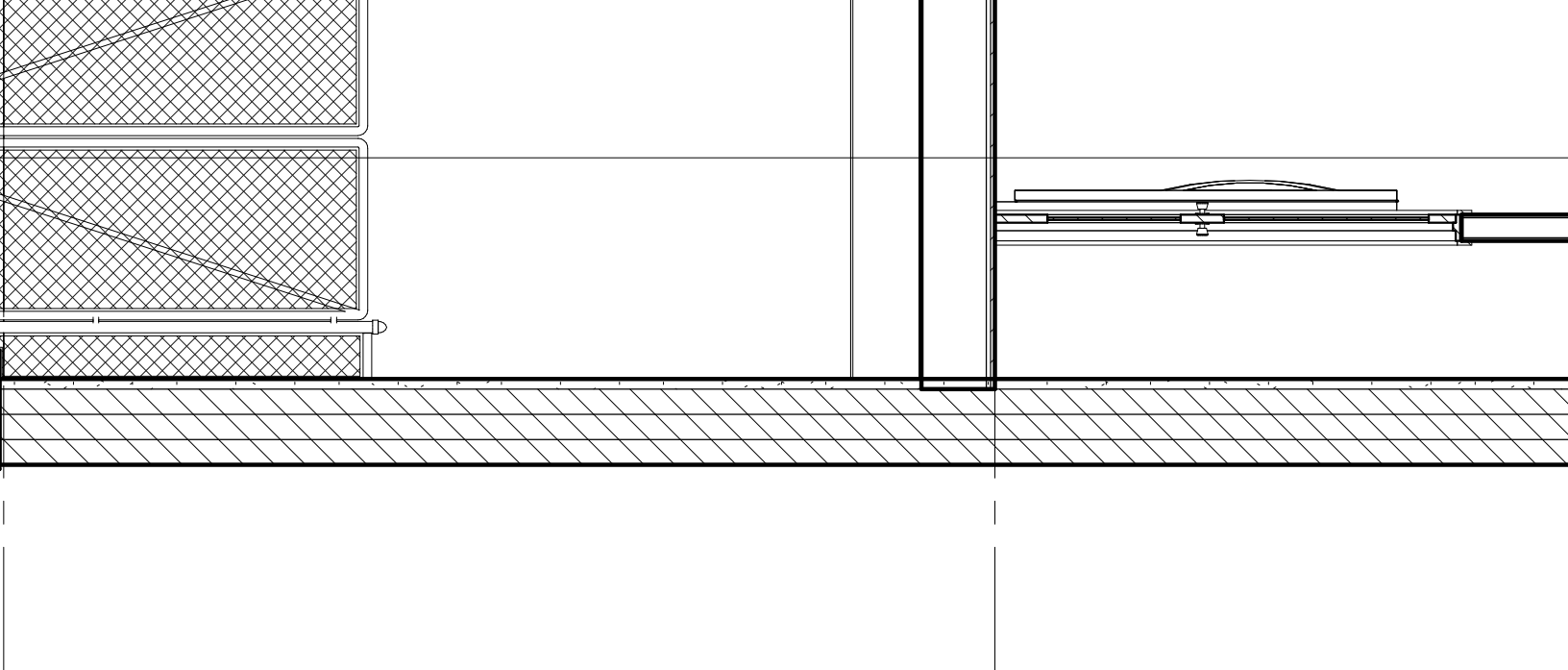
REPLICATE HISTORIC MASONRY DETAIL USING CAST
STONE. COLOR TO MATCH EXISTING ACCENTS.

NEW STOREFRONT WALL & GLASS SYSTEM.

2nd FLOOR
14' - 4"

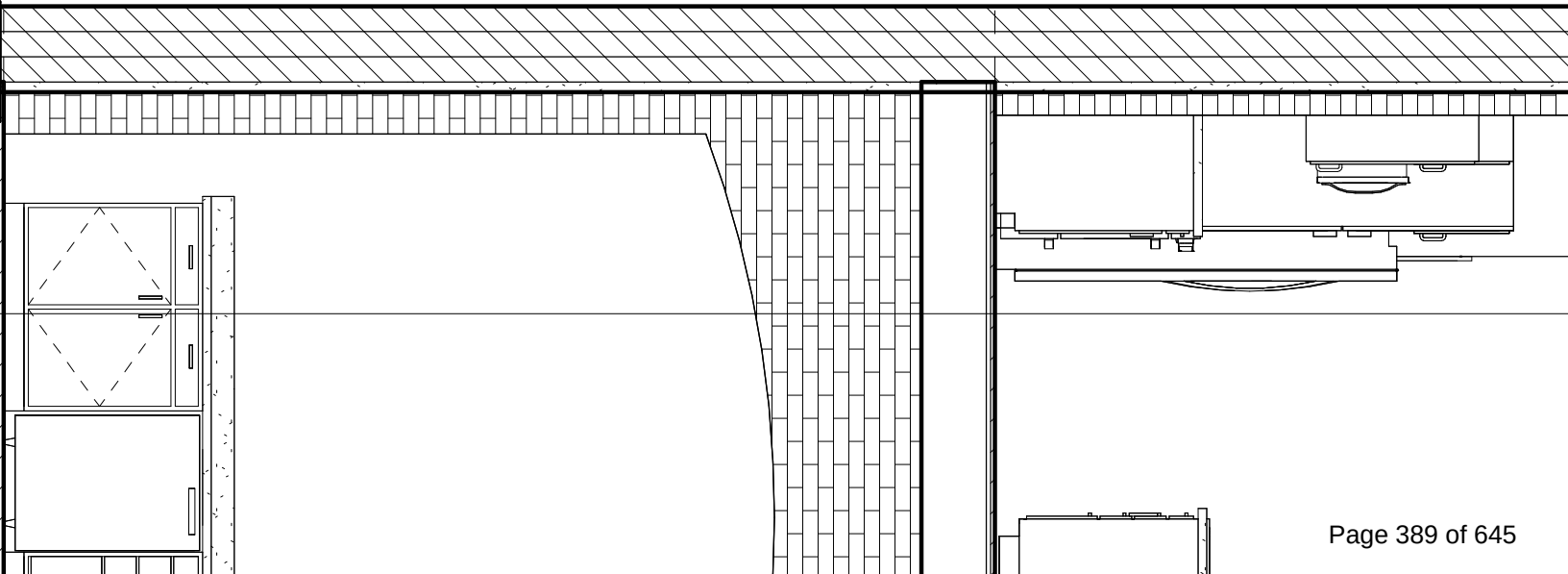


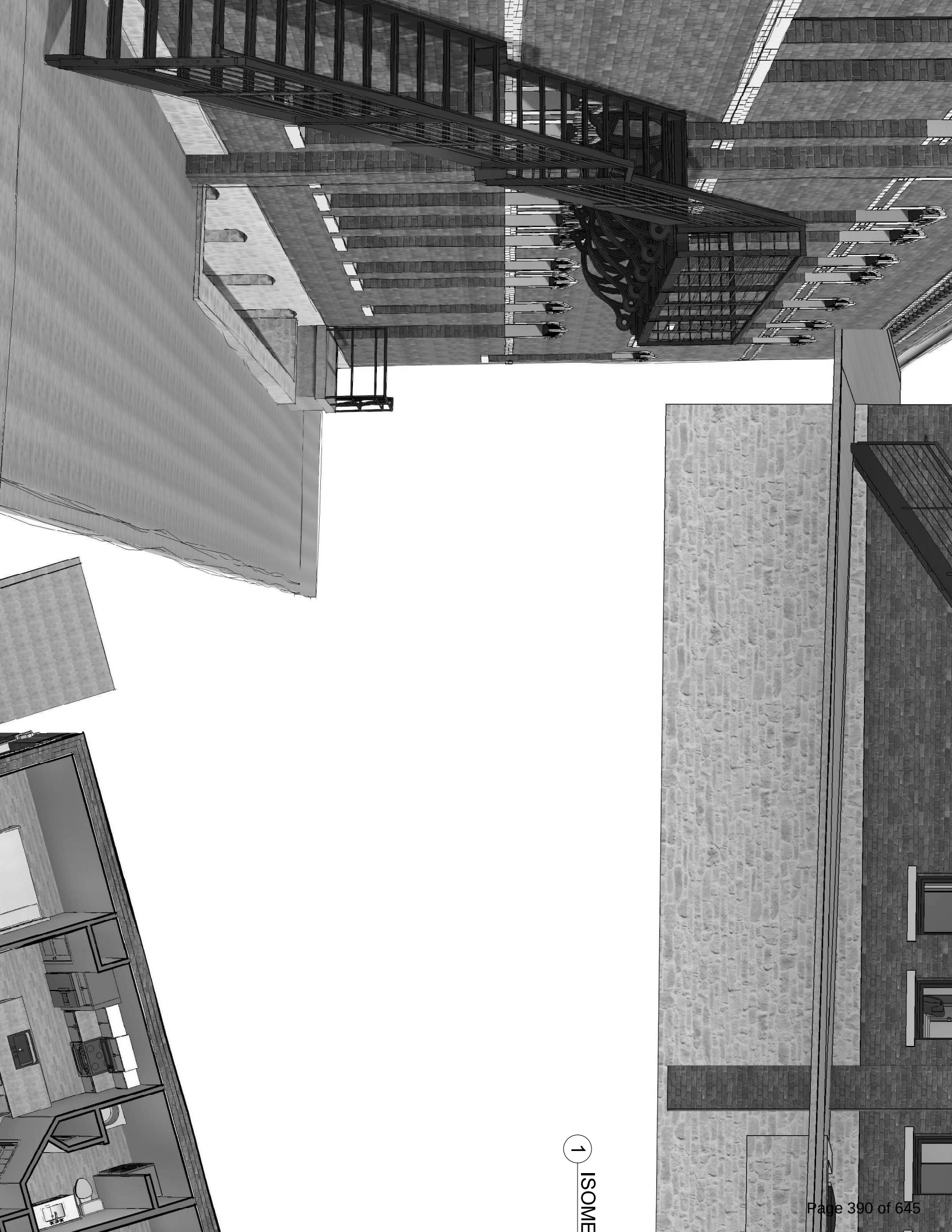




1st FLOOR

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!

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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

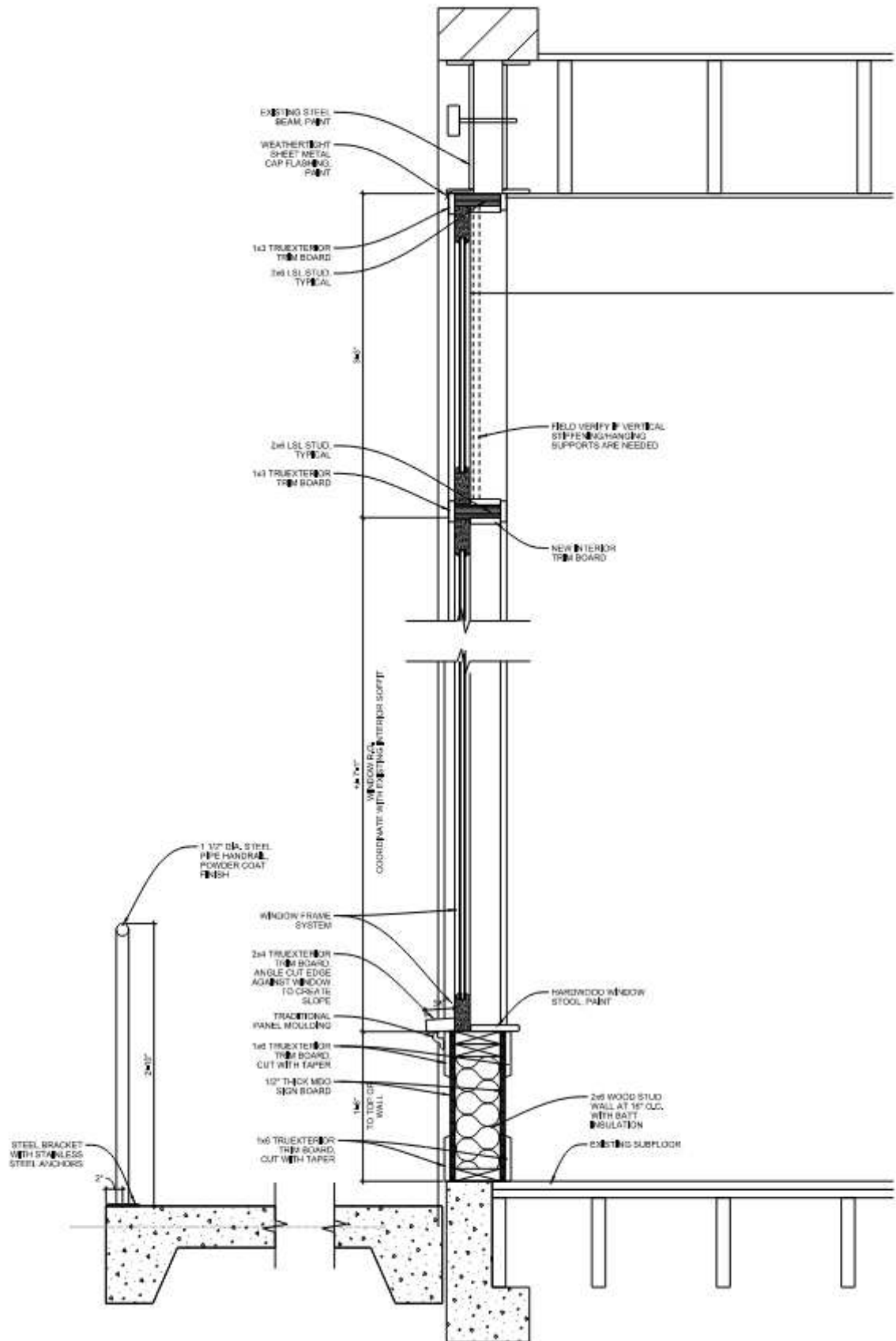
From: Ian Hatch <lhatch@cityofdubuque.org>
Sent: Tuesday, August 13, 2024 9:22 AM
To: Josh Jansen <joshj@rrs-dbq.com>; Jill Connors <jilconno@cityofdubuque.org>
Subject: RE: Iowa Street Lofts

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 <lhatch@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 <lhatch@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
Facebook Twitter Instagram YouTube

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

RESOLUTION NO. ____-24

APPROVING 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

WHEREAS, Limestone Legacy, LLC is the owner of the property legally described as follows:

The South Half of the South one-fifth of Out Lot 441, in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

(the Property); and

WHEREAS, the City Council, by Resolution No. 376-24, dated November 18, 2024 declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Limestone Legacy, LLC, including the issuance of Urban Renewal Tax Increment Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on December 2, 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 Limestone Legacy, LLC, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Limestone Legacy, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

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

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

Passed, approved, and adopted this 2nd day of December, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE:	Resolution Approving a Proposed Development Agreement with 1400 Central, LLC
SUMMARY:	Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving a Development Agreement by and between the City of Dubuque, Iowa and 1400 Central, LLC for the redevelopment of 1400 Central Avenue. including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF), and City Manager recommending approval. RESOLUTION Approving 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
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Proposed Development Agreement with 1400 Central, LLC

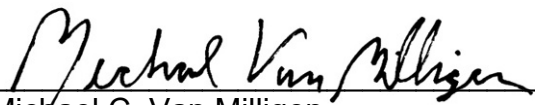
DATE: November 26, 2024

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 and 1400 Central, LLC for the redevelopment of 1400 Central Avenue. including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF).

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 building.
2. Developer shall create four new residential rental units.
3. 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.
4. City to award a Downtown Housing Creation Grant in an amount not to exceed \$40,000 (\$10,000 per unit up to 4 units).
5. 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 Approving a Proposed Development Agreement with 1400 Central, LLC

DATE: November 20, 2024

INTRODUCTION

This memorandum presents for your review and approval a resolution approving 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 building.
2. Developer shall create four new residential rental units.

3. 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.
4. City to award a Downtown Housing Creation Grant in an amount not to exceed \$40,000 (\$10,000 per unit up to 4 units).
5. 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, following the public hearing, the City Council adopt the attached resolution approving the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (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.

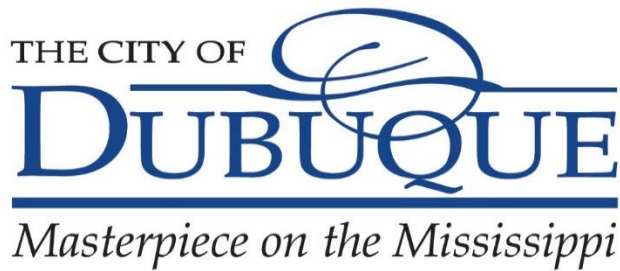
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

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

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

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

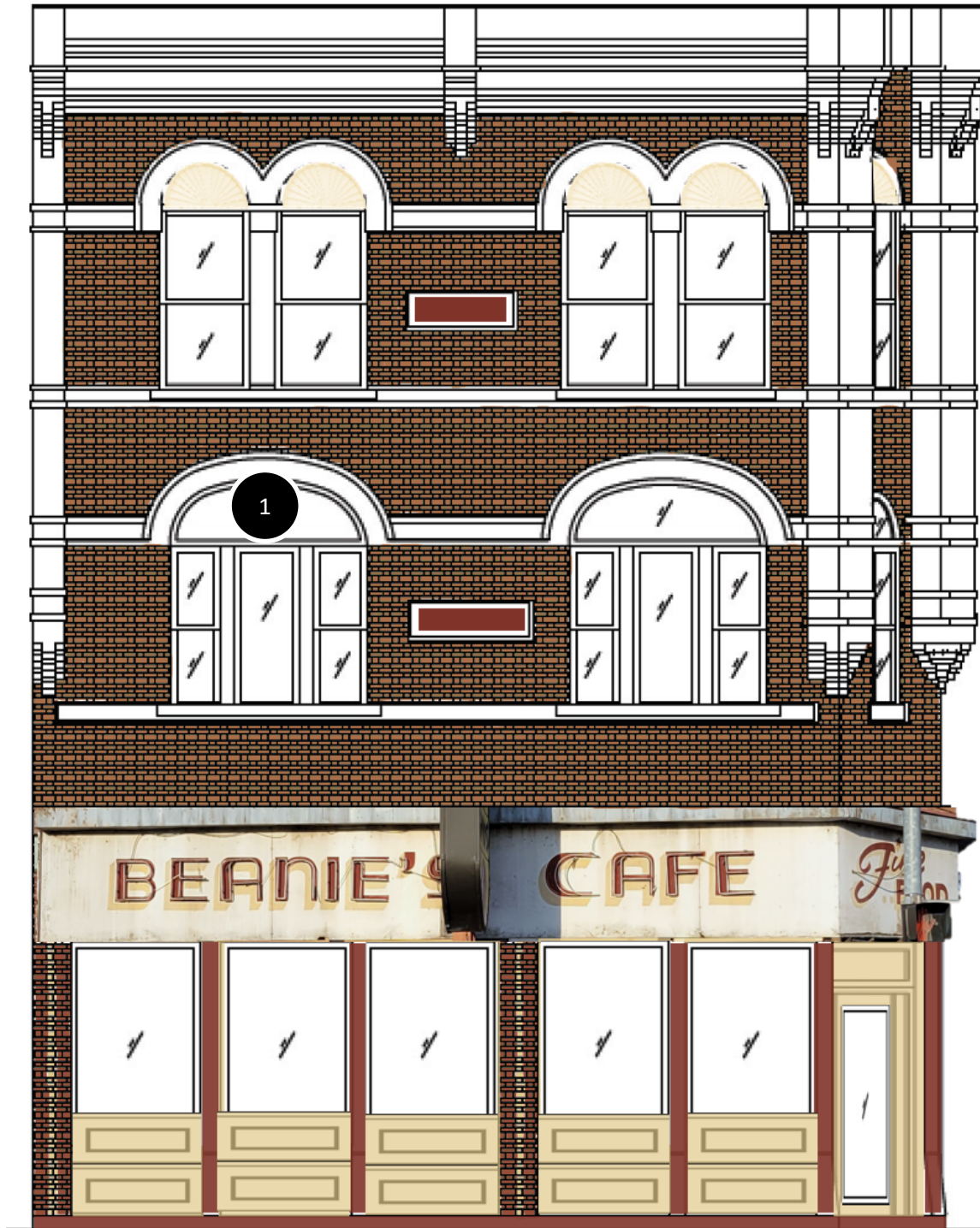
Email not displaying correctly? [View it in your browser.](#)

ATTACHMENT C

Before



After

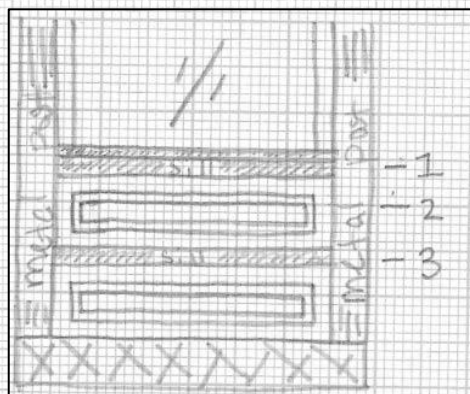


1

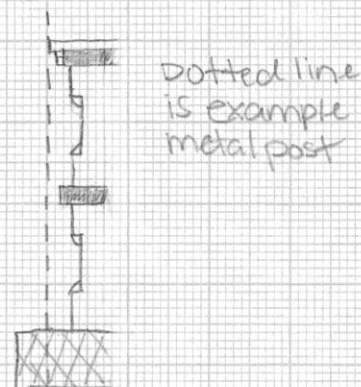
It is still undetermined if second floor will have arched windows. Quotes and actual dimensions are still being determined and need to be discussed prior to any purchase. If suitable windows cannot be sourced, a similar tympanum to those added on the third floor will be added

Drawing of Changes Below Commercial Windows

Not to Scale



Side view

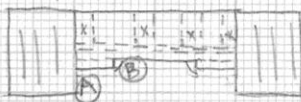


1 Top view: Upper Sill



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

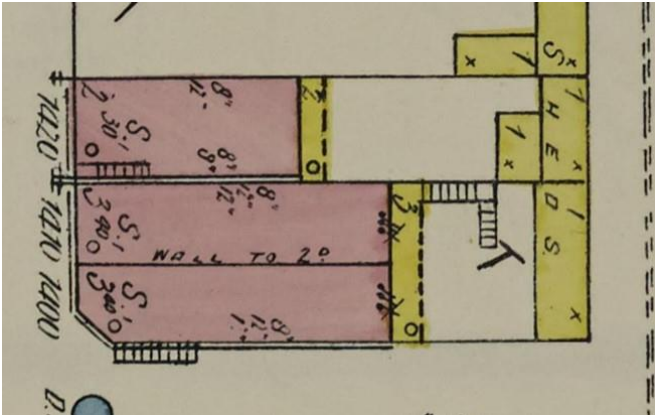


City Mullholland Collection (with description)

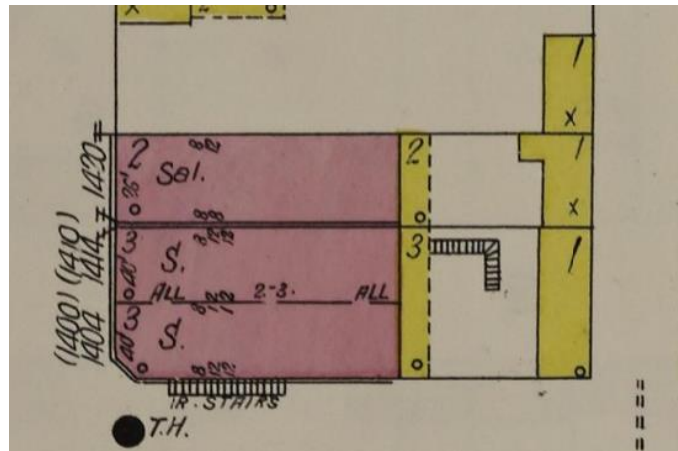


Peter B. Hoffman Collection, CDH Loras College (with closeup)

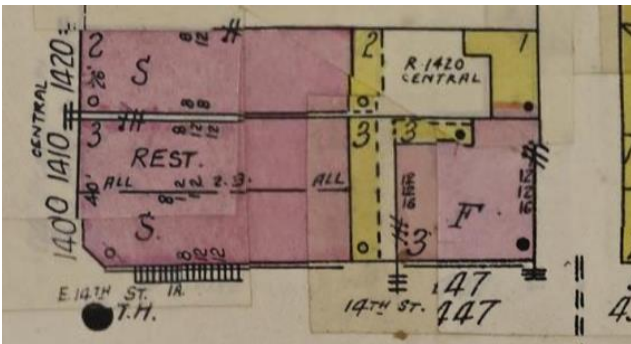
Sanborn Fire Insurance Maps



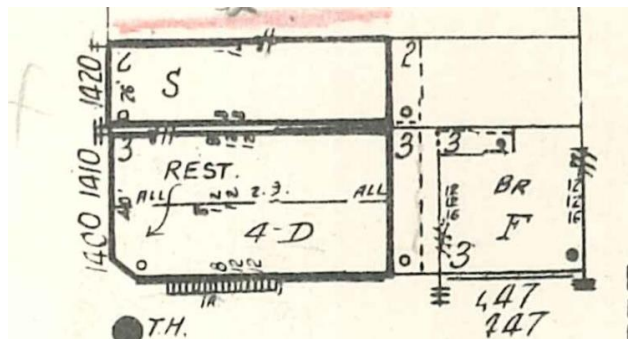
1891 (S = Stores)



1909 (Saloon & Stores)



1950 (Store, restaurant, store)



1970 (store, restaurant with 4 dwellings above)





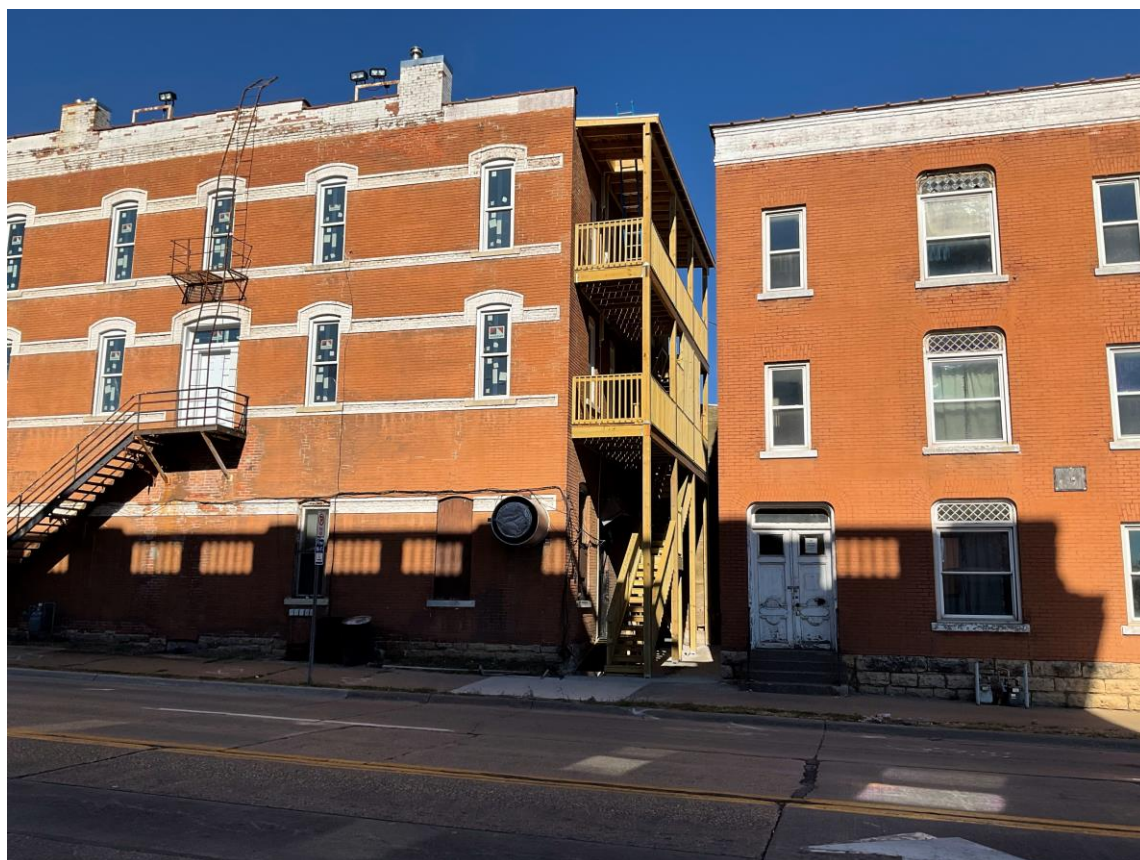


EXHIBIT I

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

RESOLUTION NO. ____-24

APPROVING 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

WHEREAS, 1400 Central, LLC is the owner of the property legally 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 Property); and

WHEREAS, the City Council, by Resolution No. 377-24, dated November 18, 2024 declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and 1400 Central, LLC, including the issuance of Urban Renewal Tax Increment Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on December 2, 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 1400 Central, LLC, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and 1400 Central, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

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

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

Passed, approved, and adopted this 2nd day of December, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 4.

ITEM TITLE:	Resolution Approving a Proposed Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval of a resolution for a proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF) by and between the City of Dubuque, Iowa and Nia Neighborhoods Opportunity Zone Fund, LLC (Nia Neighborhoods) for the redevelopment of 1390 White Street, and City Manager recommending approval. RESOLUTION Approving 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
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Proposed Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC

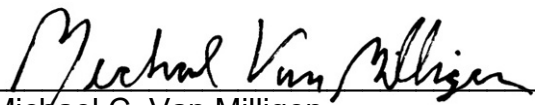
DATE: November 26, 2024

Economic Development Director Jill Connors is recommending City Council approval of a resolution for a proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF) 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 Approving a Proposed Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC

DATE: November 20, 2024

INTRODUCTION

This memorandum presents for your review and approval a resolution approving 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, following the public hearing, the City Council adopt the attached resolution approving the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (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.

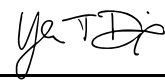
7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

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.

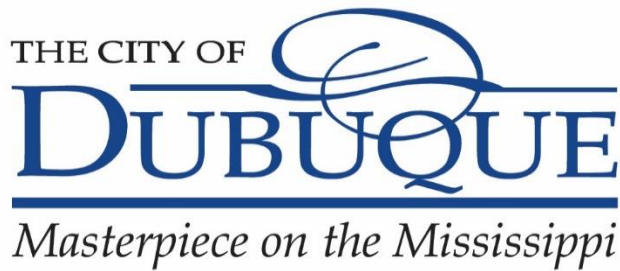
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

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

[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

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

RESOLUTION NO. ____-24

APPROVING 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

WHEREAS, Nia Neighborhoods Opportunity Zone Fund, LLC is the owner of the property legally 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 Property); and

WHEREAS, the City Council, by Resolution No. 378-24, dated November 18, 2024 declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Nia Neighborhoods Opportunity Zone Fund, LLC, including the issuance of Urban Renewal Tax Increment Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on December 2, 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 Nia Neighborhoods Opportunity Zone Fund, LLC, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Nia Neighborhoods Opportunity Zone Fund, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

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

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

Passed, approved, and adopted this 2nd day of December, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 5.

ITEM TITLE: Approving a Proposed Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

SUMMARY: Proof of publication on notice of public hearing to consider City Council approval of a resolution for a proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF) by and among the City of Dubuque, Iowa, SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc., and City Manager recommending approval.
RESOLUTION Approving A Development Agreement By And Among The City Of Dubuque, Iowa, SJR Properties, L.L.C., And Universal Tank & Fabrication, Inc., 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. Development Agreement signed by Employer
4. Development Agreement signed by Developer
5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approving a Proposed Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

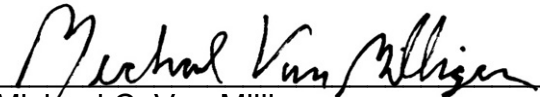
DATE: November 26, 2024

Economic Development Director Jill Connors is recommending City Council approval of a resolution for a proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF) 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: Approving a Proposed Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.

DATE: November 20, 2024

INTRODUCTION

This memorandum presents for your review and approval a resolution approving 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, following the public hearing, the City Council adopt the attached resolution approving the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF). This proposed Development Agreement would further the City Council's goal Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity.

**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. Breitfelder, 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

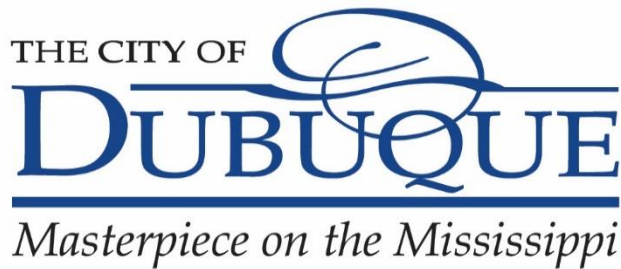
(e) The potential to vary the terms of the Development Agreement on the basis of parol evidence.

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

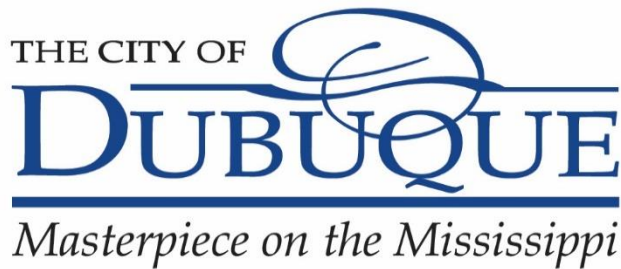
(e) The potential to vary the terms of the Development Agreement on the basis of parol evidence.

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

APPROVING A DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, SJR PROPERTIES, L.L.C., AND UNIVERSAL TANK & FABRICATION, INC., INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, SJR Properties, L.L.C. is the owner of the property legally described as follows:

Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

(the Property); and

WHEREAS, the City Council, by Resolution No. 379-24, dated November 18, 2024, declared its intent to enter into a Development Agreement by and among the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank & Fabrication, Inc., including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on December 2, 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 SJR Properties, L.L.C., and Universal Tank & Fabrication, Inc., according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and among the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank & Fabrication, Inc., including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

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

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

Passed, approved and adopted this 2nd day of December, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 6.

ITEM TITLE: Public Hearing and Approval of Second Amendment to the Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving the Second Amendment to the Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society, and City Manager recommending approval.

RESOLUTION Approving A Second Amendment To The Lease Agreement By And Between The City Of Dubuque, Iowa, And Dubuque County Historical Society

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Second Amendment to Lease Agreement
4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

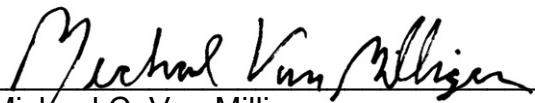
SUBJECT: Public Hearing and Approval of Second Amendment to the Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society

DATE: November 25, 2024

Leisure Services Directors Marie Ware is recommending City Council adopt the attached resolution approving the 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 and unanimously approved at their November 12, 2024, meeting.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
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: Public Hearing and Approval of Second Amendment to the Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society
DATE: November 21, 2024

INTRODUCTION

The purpose of this memo is to request the City Council to adopt the attached resolution approving a 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 Second 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 approving the Second Amendment to the 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 Principal 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

APPROVING A SECOND AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND DUBUQUE COUNTY HISTORICAL SOCIETY

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, the City Council by Resolution No. 380-24, dated November 18, 2024 declared its intent to enter into a Second Amendment to the Lease Agreement by and between the City of Dubuque, Iowa and Dubuque County Historical Society; and

WHEREAS, pursuant to a published notice, a public hearing was held on the proposed Second Amendment to the Lease Agreement on December 2, 2024; and

WHEREAS, it is the determination of the City Council that approval of the Second Amendment to the Lease Agreement for the public facility known as the Ham House, according to the terms and conditions set out in the lease agreement and its amendments, is in the best interest of the City of Dubuque.

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

Section 1. The Second Amendment to the Lease Agreement by and between the City of Dubuque, Iowa and Dubuque County Historical Society for the Ham House, a copy attached hereto, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Second Amendment to the Lease Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Second Amendment to the Lease Agreement as herein approved.

Passed, approved, and adopted this 2nd day of December 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE: Kerper Boulevard Lift Station Project - Award Public Improvement Contract - Project No. 5581500047

SUMMARY: City Manager recommending City Council award the Public Improvement Construction Contract for the Kerper Boulevard Lift Station Project to Tschiggfrie Excavating Co. in the amount of \$1,843,385.90, which is 13.06% over the engineers estimate.
RESOLUTION Awarding Public Improvement Construction Contract For The Kerper Boulevard Lift Station Project

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

ATTACHMENTS:

1. MVM Memo
2. KerperBlvdLS - Award Staff Memo
3. Kerper Blvd Lift Station Project - Award Resolution
4. Bid Tabulation
5. Award Recommendation Letter - Kerper Blvd. Lift Station Replacement

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Kerper Boulevard Lift Station Project
Award Public Improvement Contract
Project No. 5581500047

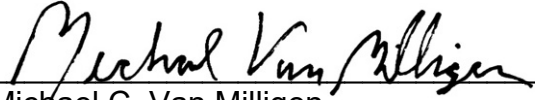
DATE: November 25, 2024

City Engineer Gus Psihoyos is recommending City Council award the Public Improvement Construction Contract for the Kerper Boulevard Lift Station Project to Tschiggfrie Excavating Co. in the amount of \$1,843,385.90, which is 13.06% over the engineers estimate.

In October of 2023, the City Council approved the disposal of 5.25 acres of City property located at the corner of Kerper Boulevard and Hawthorne Street to Union at the Marina, LP and approved a development agreement with same. Per the agreement, Union at the Marina, LP will construct buildings with 201 residential units at an aggregate cost of approximately \$45.7 million. And that they will use reasonable efforts to start construction of the improvements within six (6) months of the closing date.

The existing sanitary sewer lift station located on Kerper Boulevard near the property to be developed by Union at the Marina, LP was constructed in 1957. While the pumps were replaced in 2005, the facility has reached the end of its design life as reflected by the increased maintenance costs. The existing lift station cannot be upgraded to accommodate the additional flows from the proposed development, or to accommodate existing and future flows within the service area limits, within the constraints of the existing structure. The project will be funded with an appropriation in the amount of \$1,498,266 for the design and construction of the Kerper Boulevard Lift Station Project, with revenue from an American Rescue Plan Act (ARPA) grant from an allocation made during FY24 Budget Amendment #2. An additional \$300,000 of ARPA funding has been requested to be reallocated to this project as part of FY25 Budget Amendment #1, for a new project total funding of \$1,798,266. Due to the uncertainty of recent construction market bid prices, specifically with lift stations involving items with long supply chain lead times, City staff has included a request for an additional \$500,000 in funding as part of the FY26 CIP requests.

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
Jenny Larson, Chief Financial Officer
Deron Muehring, Water & Resource Recovery Center Director
Bob Schiesl, PE, Assistant City Engineer
Todd Irwin, Engineering Technician
Maxwell O'Brien, Civil Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: November 22, 2024

SUBJECT: Kerper Boulevard Lift Station Project
Award Public Improvement Contract
Project No. 5581500047

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 Kerper Boulevard Lift Station Project.

BACKGROUND

In October of 2023, the City Council approved the disposal of 5.25 acres of City property located at the corner of Kerper Boulevard and Hawthorne Street to Union at the Marina, LP and approved a development agreement with same. Per the agreement, Union at the Marina, LP will construct buildings with 201 residential units at an aggregate cost of approximately \$45.7 million. And that they will use reasonable efforts to start construction of the improvements within six (6) months of the closing date.

The existing sanitary sewer lift station located on Kerper Boulevard near the property to be developed by Union at the Marina, LP was constructed in 1957. While the pumps were replaced in 2005, the facility has reached the end of its design life as reflected by the increased maintenance costs. The existing lift station cannot be upgraded to accommodate the additional flows from the proposed development, or to accommodate existing and future flows within the service area limits, within the constraints of the existing structure. Therefore, a new lift station is proposed near the existing facility. When complete, the existing lift station would be decommissioned.

DISCUSSION

On January 17, 2024, the City advertised a Request for Proposals (RFP) to retain a professional service consultant to aid the City in evaluating the existing collection and pumping systems that transport sanitary sewage in the Kerper Boulevard Lift Station sewer service area, develop a facility plan with phased improvements to address identified high risk infrastructure within the sewer service area, and to design and construct the lift station replacement. On March 19, 2024, the City entered into a contract with Origin Design, the selected consultant, for the engineering services to design the replacement of the Kerper Boulevard Lift Station. The project design is

complete, has received the Iowa Department of Natural Resources (IDNR) wastewater construction permits, and is ready for advertisement for construction.

BID RESULTS

The City received sealed bids on November 21, 2024, for the Kerper Boulevard Lift Station Project. Tschiggfrie Excavating Co. submitted the low bid in the amount of \$1,843,385.90 which is 13.06% above the engineer's estimate. A summary of the bid proposals received is as follows:

Contractor Name	Total Bid
Tschiggfrie Excavating Co.	\$1,843,385.90
Top Grade Excavating	\$1,876,704.14
Portzen Construction, Inc.	\$2,633,840.68

RECOMMENDATION

I recommend that the public improvement contract for the Kerper Boulevard Lift Station Project be awarded to Tschiggfrie Excavating Co. of Dubuque, IA in the amount of \$1,843,385.90.

BUDGET IMPACT

The estimate of probable cost for the Kerper Boulevard Lift Station Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>	<u>Award</u>
Planning & Design *	\$ 202,100.00	\$202,100.00
Construction	\$ 1,626,615.00	\$1,843,385.90
Contingency	\$ 243,992.25	\$184,338.59
Contract Admin / Construction Engineering *	\$ 45,200.00	\$45,200.00
Total Project Cost	<u>\$ 2,117,907.25</u>	<u>\$2,275,024.49</u>

(Note: The indicated consultant services phases of the project are already contracted with Origin Design and are funded costs utilized ARPA funding)

The project will be funded with an appropriation in the amount of \$1,498,266 for the design and construction of the Kerper Boulevard Lift Station Project [Project 5581500047], with revenue from an American Rescue Plan Act (ARPA) grant from an allocation made during FY24 Budget Amendment #2. An additional \$300,000 of ARPA funding has been requested to be reallocated to this project as part of FY25 Budget Amendment #1, for a new project total funding of \$1,798,266. Due to the uncertainty of recent construction market bid prices, specifically with lift stations involving items with long supply chain lead times, City staff has included a request for an additional \$500,000 in funding as part of the FY26 CIP requests.

Kerper Boulevard Lift Station Project Funding		
5581500047	Kerper Lift Station Sanitary Sewer Improvements (FY25 ARPA)	\$1,798,266.00
5581500047	Kerper Lift Station Sanitary Sewer Improvements (FY26 Request)	\$500,000.00
Total Project Funding		<u>\$2,298,266.00</u>

ACTION TO BE TAKEN

I respectfully request that the City Council award the Public Improvement Construction Contract for the Kerper Boulevard Lift Station Project to Tschiggfrie Excavating Co. in the amount of \$1,843,385.90 through the adoption of the attached resolution.

Prepared by Maxwell O'Brien, Civil Engineer

cc: Jenny Larson, Chief Financial Officer
Deron Muehring, Water & Resource Recovery Center Director
Bob Schiesl, PE, Assistant City Engineer
Todd Irwin, Engineering Technician

RESOLUTION NO. _____ -24

**AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT
FOR THE KERPER BOULEVARD LIFT STATION 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 Kerper Boulevard Lift Station Project, (the Project) pursuant to Resolution No. 334-24 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 21st day of November 2024 and it has been determined that Tschiggfrie Excavating Co., of Dubuque, Iowa submitted low bid in the amount of \$1,843,385.90, 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 2nd day of December 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, City Clerk



City of Dubuque, Iowa

Bid Tabulation

Project Title:		Bid Date	Engineer's Estimate				Tschiggfrie Excavating Co.		Top Grade Excavating, Inc.		Portzen Construction, Inc.	
		11/21/2024										
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
Division 2010 - Earthwork, Subgrade, and Subbase												
1	2010-108-C-0	Clearing and Grubbing C	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
2	2010-108-D-1	Topsoil, On-site	55.8	CY	\$ 15.00	\$ 837.00	\$ 10.00	\$ 558.00	\$ 44.50	\$ 2,483.10	\$ 28.20	\$ 1,573.56
3	2010-108-H-0	Granular Stabilization, 3" Breaker Run (Modified Macadam)	40	TON	\$ 25.00	\$ 1,000.00	\$ 20.00	\$ 800.00	\$ 19.50	\$ 780.00	\$ 95.25	\$ 3,810.00
4	2010-108-J-0	Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile)	796	TON	\$ 25.00	\$ 19,900.00	\$ 19.00	\$ 15,124.00	\$ 19.50	\$ 15,522.00	\$ 24.00	\$ 19,104.00
5	2010-108-M-0	Compaction Testing	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 5,800.00	\$ 5,800.00	\$ 5,000.00	\$ 5,000.00	\$ 2,612.50	\$ 2,612.50
					Sub Total	\$ 27,737.00	Sub Total	\$ 24,282.00	Sub Total	\$ 24,285.10	Sub Total	\$ 28,600.06
Division 2020 - Contaminated Soil and Groundwater Handling												
6	2020-108-C-0	Dewatering, Lowering Groundwater Levels	21	Days	\$ 5,000.00	\$ 105,000.00	\$ 10,800.00	\$ 226,800.00	\$ 21,775.00	\$ 457,275.00	\$ 11,278.90	\$ 236,856.90
					Sub Total	\$ 105,000.00	Sub Total	\$ 226,800.00	Sub Total	\$ 457,275.00	Sub Total	\$ 236,856.90
Division 3010 - Trench Excavation and Backfill												
7	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 30, (Modified Subbase Pile)	8700	TON	\$ 30.00	\$ 261,000.00	\$ 12.00	\$ 104,400.00	\$ 16.50	\$ 143,550.00	\$ 25.00	\$ 217,500.00
8	3010-108-G-0	Class I, Bedding Material, 1" Commercial Clean Stone	355	TON	\$ 30.00	\$ 10,650.00	\$ 16.00	\$ 5,680.00	\$ 47.00	\$ 16,685.00	\$ 29.00	\$ 10,295.00
					Sub Total	\$ 271,650.00	Sub Total	\$ 110,080.00	Sub Total	\$ 160,235.00	Sub Total	\$ 227,795.00
Division 4010 - Sanitary Sewers												
9	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 8" PVC SDR26	141	LF	\$ 60.00	\$ 8,460.00	\$ 78.00	\$ 10,998.00	\$ 98.50	\$ 13,888.50	\$ 234.13	\$ 33,012.33
10	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 15" PVC SDR26	286.6	LF	\$ 100.00	\$ 28,660.00	\$ 120.00	\$ 34,392.00	\$ 164.00	\$ 47,002.40	\$ 304.81	\$ 87,358.55
11	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 16" PVC C900	28.5	LF	\$ 100.00	\$ 2,850.00	\$ 300.00	\$ 8,550.00	\$ 212.00	\$ 6,042.00	\$ 729.65	\$ 20,795.03
12	4010-108-C-1	Sanitary Sewer Force Main, Trenched, 8" PVC C900	832	LF	\$ 60.00	\$ 49,920.00	\$ 38.00	\$ 31,616.00	\$ 54.50	\$ 45,344.00	\$ 44.32	\$ 36,874.24
13	4010-108-L-0	Sanitary Sewer Abandonment, Fill and Plug	7.4	CY	\$ 250.00	\$ 1,850.00	\$ 270.00	\$ 1,998.00	\$ 82.50	\$ 610.50	\$ 250.00	\$ 1,850.00
14	4010-108-T-0	Fittings, DI Bend, 45 Deg, 8"	13	EA	\$ 500.00	\$ 6,500.00	\$ 710.00	\$ 9,230.00	\$ 696.00	\$ 9,048.00	\$ 884.00	\$ 11,492.00
15	4010-108-T-0	Fittings, DI Sleeve, 8"	2	EA	\$ 500.00	\$ 1,000.00	\$ 710.00	\$ 1,420.00	\$ 645.00	\$ 1,290.00	\$ 934.00	\$ 1,868.00
16	4010-108-U-0	Joint Restraint, Mega lug, 8"	30	EA	\$ 150.00	\$ 4,500.00	\$ 340.00	\$ 10,200.00	\$ 237.00	\$ 7,110.00	\$ 120.00	\$ 3,600.00
					Sub Total	\$ 103,740.00	Sub Total	\$ 108,404.00	Sub Total	\$ 130,335.40	Sub Total	\$ 196,850.14
Division 5010 - Pipe and Fittings												
17	5010-108-A-1	Water Main, Trenched, DIP, 6"	111	LF	\$ 100.00	\$ 11,100.00	\$ 100.00	\$ 11,100.00	\$ 144.00	\$ 15,984.00	\$ 106.58	\$ 11,830.38
18	5010-108-C-1	Fittings, DI Bend, 90 Deg, 6"	1	EA	\$ 300.00	\$ 300.00	\$ 330.00	\$ 330.00	\$ 254.00	\$ 254.00	\$ 491.50	\$ 491.50
19	5010-108-C-3	Joint Restraint, Bell Harness, 6"	3	EA	\$ 200.00	\$ 600.00	\$ 370.00	\$ 1,110.00	\$ 227.00	\$ 681.00	\$ 140.00	\$ 420.00
20	5010-108-C-3	Joint Restraint, Mega lug, 6"	4	EA	\$ 150.00	\$ 600.00	\$ 660.00	\$ 2,640.00	\$ 210.00	\$ 840.00	\$ 95.00	\$ 380.00
					Sub Total	\$ 12,600.00	Sub Total	\$ 15,180.00	Sub Total	\$ 17,759.00	Sub Total	\$ 13,121.88
Division 5020 - Valves, Fire Hydrants, and Appurtenances												
21	5020-108-B-0	Tapping Valve Assembly, 6"	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 4,800.00	\$ 4,800.00	\$ 5,277.00	\$ 5,277.00	\$ 3,948.00	\$ 3,948.00
22	5020-108-C-0	Fire Hydrant	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 8,400.00	\$ 8,400.00	\$ 6,774.00	\$ 6,774.00	\$ 6,417.00	\$ 6,417.00
					Sub Total	\$ 12,000.00	Sub Total	\$ 13,200.00	Sub Total	\$ 12,051.00	Sub Total	\$ 10,365.00
Division 6010 - Structures for Sanitary and Storm Sewers												
23	6010-108-A-0	Manhole Type, 48" SW-301	73	VF	\$ 600.00	\$ 43,800.00	\$ 590.00	\$ 43,070.00	\$ 462.00	\$ 33,726.00	\$ 1,292.75	\$ 94,370.75
					Sub Total	\$ 43,800.00	Sub Total	\$ 43,070.00	Sub Total	\$ 33,726.00	Sub Total	\$ 94,370.75

Project Title:			Bid Date		Engineer's Estimate		Tschiggfrie Excavating Co.		Top Grade Excavating, Inc.		Portzen Construction, Inc.	
Kerper Boulevard Lift Station Replacement			11/21/2024									
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
Division 7010 - Portland Cement Concrete Pavement												
24	7010-108-E-0	Curb and Gutter, 30" (Width), 8" (Thickness)	249	LF	\$ 40.00	\$ 9,960.00	\$ 33.00	\$ 8,217.00	\$ 40.00	\$ 9,960.00	\$ 31.51	\$ 7,845.99
					Sub Total	\$ 9,960.00	Sub Total	\$ 8,217.00	Sub Total	\$ 9,960.00	Sub Total	\$ 7,845.99
Division 7020 - Hot Mix Asphalt Pavement												
25	7020-108-B-0	HMA Pavement by Square Yards, 9" (Thickness)	1109	SY	\$ 40.00	\$ 44,360.00	\$ 67.00	\$ 74,303.00	\$ 61.50	\$ 68,203.50	\$ 64.58	\$ 71,619.22
					Sub Total	\$ 44,360.00	Sub Total	\$ 74,303.00	Sub Total	\$ 68,203.50	Sub Total	\$ 71,619.22
Division 7030 - Sidewalks, Shared Use Paths, and Driveways												
26	7030-108-B-0	Removal of Curb	249	LF	\$ 5.00	\$ 1,245.00	\$ 5.20	\$ 1,294.80	\$ 7.30	\$ 1,817.70	\$ 13.66	\$ 3,401.34
27	7030-108-H-1	Driveway, Paved, PCC, 8" (Thickness)	265	SY	\$ 150.00	\$ 39,750.00	\$ 67.00	\$ 17,755.00	\$ 75.00	\$ 19,875.00	\$ 140.00	\$ 37,100.00
28	7030-108-H-3	Driveway, Granular by Ton	414	TON	\$ 35.00	\$ 14,490.00	\$ 17.00	\$ 7,038.00	\$ 17.50	\$ 7,245.00	\$ 19.00	\$ 7,866.00
					Sub Total	\$ 55,485.00	Sub Total	\$ 26,087.80	Sub Total	\$ 28,937.70	Sub Total	\$ 48,367.34
Division 7040 - Pavement Rehabilitation												
29	7040-108-A-0	Full Depth Patches HMA, 7" (Thickness)	169	SY	\$ 50.00	\$ 8,450.00	\$ 51.00	\$ 8,619.00	\$ 47.75	\$ 8,069.75	\$ 50.14	\$ 8,473.66
30	7040-108-H-0	Pavement - Removal	1109	SY	\$ 15.00	\$ 16,635.00	\$ 3.70	\$ 4,103.30	\$ 6.90	\$ 7,652.10	\$ 8.00	\$ 8,872.00
					Sub Total	\$ 25,085.00	Sub Total	\$ 12,722.30	Sub Total	\$ 15,721.85	Sub Total	\$ 17,345.66
Division 8010 - Traffic Signals & Lighting												
31	8010-108-H-0	Conduit, PVC, 2"	160	LF	\$ 10.00	\$ 1,600.00	\$ 39.00	\$ 6,240.00	\$ 29.50	\$ 4,720.00	\$ 12.34	\$ 1,974.40
32	8010-108-H-0	Conduit, Microduct, HDPE, 16/12	560	LF	\$ 5.00	\$ 2,800.00	\$ 2.30	\$ 1,288.00	\$ 2.13	\$ 1,192.80	\$ 4.88	\$ 2,732.80
33	8010-108-J-0	Wiring and Cable - Fiber Optics, 72 Strand	560	LF	\$ 4.00	\$ 2,240.00	\$ 22.00	\$ 12,320.00	\$ 20.37	\$ 11,407.20	\$ 22.89	\$ 12,818.40
34	8010-108-K-0	Footings and Foundations, Street Light, PC, 2' Dia. x 7'	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,300.00	\$ 1,300.00	\$ 1,695.00	\$ 1,695.00	\$ 1,081.50	\$ 1,081.50
35	8010-108-N-0	Street Light, Galvanized, 20'	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 7,100.00	\$ 7,100.00	\$ 6,698.70	\$ 6,698.70	\$ 7,367.85	\$ 7,367.85
					Sub Total	\$ 11,640.00	Sub Total	\$ 28,248.00	Sub Total	\$ 25,713.70	Sub Total	\$ 25,974.95
Division 8030 - TemporaryTraffic Control												
36	8030-108-A-0	Temporary Traffic Control	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 14,700.00	\$ 14,700.00	\$ 13,790.00	\$ 13,790.00	\$ 14,479.50	\$ 14,479.50
					Sub Total	\$ 40,000.00	Sub Total	\$ 14,700.00	Sub Total	\$ 13,790.00	Sub Total	\$ 14,479.50
Division 9010 - Seeding												
37	9010-108-A-1	Conventional - Seeding, Type 1, by SY	388	SY	\$ 1.00	\$ 388.00	\$ 1.60	\$ 620.80	\$ 1.50	\$ 582.00	\$ 1.58	\$ 613.04
38	9010-108-A-2	Fertilizing, by SY	388	SY	\$ 0.25	\$ 97.00	\$ 0.55	\$ 213.40	\$ 0.50	\$ 194.00	\$ 0.53	\$ 205.64
39	9010-108-A-3	Mulching, by SY	388	SY	\$ 0.25	\$ 97.00	\$ 1.30	\$ 504.40	\$ 1.25	\$ 485.00	\$ 1.31	\$ 508.28
					Sub Total	\$ 582.00	Sub Total	\$ 1,338.60	Sub Total	\$ 1,261.00	Sub Total	\$ 1,326.96
Division 9030 - Plant Material and Planting												
40	9030-108-C-0	Plants, Lump Sum	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,300.00	\$ 5,300.00	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00
					Sub Total	\$ 2,000.00	Sub Total	\$ 5,300.00	Sub Total	\$ 5,000.00	Sub Total	\$ 5,250.00
Division 9040 - Erosion and Sediment Control												
41	9040-108-A-2	Stormwater Pollution Prevention Plan (SWPPP) Management	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00
42	9040-108-N-1	Silt Fence or Silt Fence Ditch Check, Installation	204	LF	\$ 2.00	\$ 408.00	\$ 3.20	\$ 652.80	\$ 3.00	\$ 612.00	\$ 3.15	\$ 642.60
43	9040-108-N-2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	204	LF	\$ 1.00	\$ 204.00	\$ 0.55	\$ 112.20	\$ 0.50	\$ 102.00	\$ 0.53	\$ 108.12
44	9040-108-N-3	Silt Fence or Silt Fence Ditch Check, Removal of Device	204	LF	\$ 1.00	\$ 204.00	\$ 0.55	\$ 112.20	\$ 0.50	\$ 102.00	\$ 0.53	\$ 108.12
45	9040-108-O-1	Stabilized Construction Entrance by Square Yard	90	SY	\$ 20.00	\$ 1,800.00	\$ 20.00	\$ 1,800.00	\$ 7.90	\$ 711.00	\$ 18.00	\$ 1,620.00
					Sub Total	\$ 3,616.00	Sub Total	\$ 4,677.20	Sub Total	\$ 3,527.00	Sub Total	\$ 4,578.84
Division 9060 - Chain Link Fence												
46	9060-108-A-0	Chain Link Fence, 8'	194	LF	\$ 50.00	\$ 9,700.00	\$ 64.00	\$ 12,416.00	\$ 51.09	\$ 9,911.46	\$ 40.76	\$ 7,907.44
47	9060-108-B-0	Gates	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 540.00	\$ 2,160.00	\$ 980.00	\$ 3,920.00	\$ 525.00	\$ 2,100.00
					Sub Total	\$ 13,700.00	Sub Total	\$ 14,576.00	Sub Total	\$ 13,831.46	Sub Total	\$ 10,007.44
Division 10,010 - Demolition of Building Structures												
48	10010-108-A-0	Demolition Work	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 9,300.00	\$ 9,300.00	\$ 4,947.00	\$ 4,947.00	\$ 6,000.00	\$ 6,000.00
					Sub Total	\$ 40,000.00	Sub Total	\$ 9,300.00	Sub Total	\$ 4,947.00	Sub Total	\$ 6,000.00

Project Title:			Kerper Boulevard Lift Station Replacement		Bid Date		Engineer's Estimate		Tschiggfrie Excavating Co.		Top Grade Excavating, Inc.		Portzen Construction, Inc.	
					11/21/2024									
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 11,010 - Construction Survey														
49	11010-108-A-0	Construction Survey	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 11,600.00	\$ 11,600.00	\$ 4,357.00	\$ 4,357.00	\$ 4,525.50	\$ 4,525.50	\$ 4,525.50	\$ 4,525.50
					Sub Total	\$ 3,000.00	Sub Total	\$ 11,600.00	Sub Total	\$ 4,357.00	Sub Total	\$ 4,525.50	Sub Total	\$ 4,525.50
Division 11,020 - Mobilization														
50	11020-108-A-0	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 96,500.00	\$ 96,500.00	\$ 82,640.00	\$ 82,640.00	\$ 140,504.70	\$ 140,504.70	\$ 140,504.70	\$ 140,504.70
					Sub Total	\$ 150,000.00	Sub Total	\$ 96,500.00	Sub Total	\$ 82,640.00	Sub Total	\$ 140,504.70	Sub Total	\$ 140,504.70
Division 11,030 - Temporary Services During Construction														
51	11030-108-A-0	Maintenance of Postal Service	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 1,700.00	\$ 1,700.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
					Sub Total	\$ 4,000.00	Sub Total	\$ 1,700.00	Sub Total	\$ 500.00	Sub Total	\$ 1,500.00	Sub Total	\$ 1,500.00
Division 11,050 - Concrete Washout														
52	11050-108-A-0	Concrete Washout	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
					Sub Total	\$ 2,000.00	Sub Total	\$ 2,000.00	Sub Total	\$ 1,000.00	Sub Total	\$ 1,500.00	Sub Total	\$ 1,500.00
Special Provisions - Non-Standard Project Items														
53	SP	Lift Station Structures, Equipment, and Controls	1	LS	\$ 475,000.00	\$ 475,000.00	\$ 803,500.00	\$ 803,500.00	\$ 627,955.00	\$ 627,955.00	\$ 1,255,453.50	\$ 1,255,453.50	\$ 1,255,453.50	\$ 1,255,453.50
54	SP	Generator	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 63,300.00	\$ 63,300.00	\$ 61,280.00	\$ 61,280.00	\$ 63,500.85	\$ 63,500.85	\$ 63,500.85	\$ 63,500.85
55	SP	Lift Station Electrical	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 56,900.00	\$ 56,900.00	\$ 27,155.00	\$ 27,155.00	\$ 65,177.70	\$ 65,177.70	\$ 65,177.70	\$ 65,177.70
56	SP	CT and Meter Cabinet	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,125.83	\$ 14,125.83	\$ 15,808.80	\$ 15,808.80	\$ 15,808.80	\$ 15,808.80
57	SP	Wiring and Cable - Splice Capsule	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 11,600.00	\$ 11,600.00	\$ 10,897.60	\$ 10,897.60	\$ 9,114.00	\$ 9,114.00	\$ 9,114.00	\$ 9,114.00
58	SP	Concrete Site Pad and Equipment Pads	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 27,000.00	\$ 27,000.00	\$ 14,960.00	\$ 14,960.00	\$ 51,000.00	\$ 51,000.00	\$ 51,000.00	\$ 51,000.00
59	SP	Transformer Pad	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 7,200.00	\$ 7,200.00	\$ 1,630.00	\$ 1,630.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
60	SP	CT and Meter Cabinet Pad	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 6,600.00	\$ 6,600.00	\$ 3,644.00	\$ 3,644.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
					Sub Total	\$ 648,500.00	Sub Total	\$ 991,100.00	Sub Total	\$ 761,647.43	Sub Total	\$ 1,465,054.85	Sub Total	\$ 1,465,054.85
Total Base Bid Amount						\$ 1,630,455.00			\$ 1,843,385.90			\$ 2,633,840.68		
Total Selected Alternate(s) Amount						\$ -			\$ -			\$ -		
Total Bid Amount:						\$ 1,630,455.00			\$ 1,843,385.90			\$ 2,633,840.68		
							Total Bid	\$ 1,843,385.90	Total Bid	\$ 1,876,704.14	Total Bid	\$ 2,633,840.68	Total Bid	\$ 2,633,840.68
% Over / Under (-)									13.06%			15.10%		

November 21, 2024

Honorable Mayor Brad Cavanagh and Council Members
c/o Maxwell O'Brien, Project Manager
City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

RE: **City of Dubuque, Iowa**
Kerper Boulevard Lift Station Replacement
Award Recommendation
Project No.: 24041

Dear Mayor Cavanagh and Council Members:

In accordance with owner instructions, bids for the Kerper Boulevard Lift Station Replacement project were opened and read at 2:00 p.m. on November 21, 2024. Three bids were received for this project.

Tschiggfrie Excavating Co.	\$1,843,385.90
Top Grade Excavating, Inc.	\$1,876,704.14
Portzen Construction Co.	\$2,633,840.68

After reviewing the bids, it was determined the low bid was submitted Tschiggfrie Excavating Co. of Dubuque, Iowa, in the amount of \$1,843,835.90.

Tschiggfrie Excavating has the experience, workforce and equipment to properly complete this contract. We recommend award of the Kerper Boulevard Lift Station Replacement project to Tschiggfrie Excavating Co. in the amount of \$1,843,835.90.

The engineer's estimate for this project was \$1,626,615.00 (unofficially amended to \$1,630,455.00 based on quantity changes within Addendum #1). The low bid of \$1,843,835.90 is \$217,220.90 or 13.35% above the official engineer's estimate.

Sincerely,
Origin Design Co.



Eldon Schneider, P.E.
Environmental Engineer

Copy: Tschiggfrie Excavating

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE:	Councilmember Susan Farber Appointment to National League of Cities Information Technology and Communications Committee
SUMMARY:	City Manager transmitting that Dubuque City Council Ward One Representative and Mayor Pro Tem Susan Farber has been appointed to serve as vice chair of the National League of Cities (NLC) 2025 Information Technology and Communications Federal Advocacy Committee.
SUGGESTED DISPOSITION:	Receive and File
ATTACHMENTS:	
	1. Farber Named Vice Chair of NLC ITC Committee

NEWS RELEASE

Nov. 26, 2024 – FOR IMMEDIATE RELEASE

Dubuque City Councilmember Farber Appointed Vice Chair of National League of Cities Information Technology and Communications Committee

DUBUQUE, Iowa — Susan Farber, Dubuque City Council Ward One Representative and Mayor Pro Tem, has been appointed to serve as vice chair of the [National League of Cities](#) (NLC) 2025 Information Technology and Communications Federal Advocacy Committee.

Farber was elected to a one-year term and will provide strategic direction and guidance for NLC's federal advocacy agenda and policy priorities on issues such as broadband, cybersecurity, and artificial intelligence. The appointment was announced by NLC President Sharon Weston Broome, Mayor-President of Baton Rouge, Louisiana.

"I look forward to promoting the NLC 2025 IT and Communications Legislative Agenda and Priorities," said Farber. "Technology has become an integral part of our daily lives and managing public safety is critical. The NLC provides this critical public safety advocacy and also focuses on initiatives that will influence the roles of AI, cybersecurity and IT Infrastructure within Dubuque and other local municipalities nationwide."

As vice chair of the committee, Farber will play a key role in shaping NLC's policy positions and advocating on behalf of America's cities, towns, and villages before Congress, with the administration, and at home in Dubuque.

"NLC's federal advocacy committees are vital for uplifting the voices and needs of America's 19,000 cities, towns and villages to decision-makers in Washington," Weston Broome. "I am excited to work with Councilmember Farber and look forward to supporting their vision and leadership as they lead the Information Technology and Communications Committee this year and help grow the partnership between local and federal leaders."

In addition to Farber, the leadership of this year's committee will consist of Chair Martha Castex-Tatum, Mayor Pro Tem of Houston, Texas, and Vice Chair Joseph Goldstein, Councilmember of Marietta, Georgia. For more information on NLC's Federal Advocacy Committees, visit www.nlc.org/advocacy/federal-advocacy-committees/.

Farber has been a member of the Dubuque City Council since March 2021. She holds an undergraduate degree from Georgetown University, a master's degree in business administration from George Washington University, and graduated from the AMP Executive MBA Program at Harvard Business School. Farber and her husband, Dr. Bernie Saks, own Magoo's Pizza in Dubuque. Her previous professional experience includes multiple executive roles at national and international telecommunication companies.

In March 2024, Farber was appointed to the Federal Communications Commission's (FCC) Intergovernmental Advisory Committee (IAC), which makes recommendations to the FCC on issues related to increasing deployment and adoption of broadband services. The IAC also provides input on how FCC rules and policies can be better communicated to the public.

###

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	Work Session Request: Sustainable Dubuque
SUMMARY:	City Manager recommending City Council schedule a work session on February 17, 2025, at 5:30 p.m. to get information about the city's greenhouse gas emissions, science-based targets, and specific reduction goals broken down into residential, industrial and municipal targets as we near 2030 and our 50% goal.
SUGGESTED DISPOSITION:	Receive and File; Council
ATTACHMENTS:	
1. MVM Memo	
2. Staff Memo	

TO: The Honorable Mayor and City Council Members

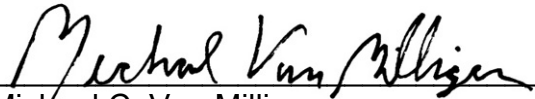
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Sustainable Dubuque Quarterly Work Session Request

DATE: November 26, 2024

Director of Sustainability Gina Bell is recommending City Council schedule a work session on February 17, 2025, at 5:30 p.m. to get information about the city's greenhouse gas emissions, science-based targets, and specific reduction goals broken down into residential, industrial and municipal targets as we near 2030 and our 50% goal.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gina Bell, Director of Sustainability

TO: Michael Van Milligen, City Manager

FROM: Gina Bell, Director of Sustainability

SUBJECT: Sustainable Dubuque Quarterly Work Session Request

DATE: November 15, 2024

The purpose of this memorandum is to request that City Council schedule a Sustainable Dubuque work session at 5:30 pm on Monday, February 17, 2025. The work session will last one hour and will convey information about the city's greenhouse gas emissions, science-based targets, and specific reduction goals broken down into residential, industrial and municipal targets as we near 2030 and our 50% goal.

Thank you.

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE:	Work Session Request: Iowa Jobs for America's Graduates (iJAG) City Life Student Presentation to City Council
SUMMARY:	City Manager recommending City Council schedule a work session on May 5, 2025 at 5:30 p.m. for students from Iowa Jobs for America's Graduates (iJAG) program to present about their experience participating in City Life
SUGGESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. MVM Memo
2. iJAG City Life Student Presentation to City Council Work Session Request

TO: The Honorable Mayor and City Council Members

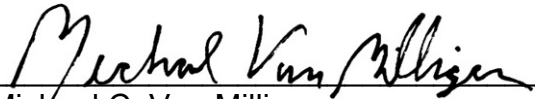
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Iowa Jobs for America's Graduates (iJAG) City Life Student Presentation to City Council

DATE: November 25, 2024

Office of Shared Prosperity and Neighborhood Support Director Anderson Sainci is recommending City Council schedule a work session on May 5, 2025 at 5:30 p.m. for students from Iowa Jobs for America's Graduates (iJAG) program to present about their experience participating in City Life

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
Anderson Sainci, Director, Office of Share Prosperity and Neighborhood Support
Temwa Phiri, Community Engagement Coordinator



TO: Michael C. Van Milligen, City Manager

FROM: Anderson Sainci, Director, Office of Shared Prosperity and Neighborhood Support

SUBJECT: Iowa Jobs for America's Graduates (iJAG) City Life Student Presentation to City Council

DATE: November 22, 2024

INTRODUCTION

The purpose of this memo is to request a work session for students enrolled in the Iowa Jobs for America's Graduates (iJAG) at Stephen Hempstead High School, Dubuque Senior High School, and the Alternative Learning Center (ALC). The goal is to have these students present to the Mayor and City Council about their experience participating in City Life.

DISCUSSION

City Life is a free program offered by the City of Dubuque Office of Shared Prosperity and Neighborhood Support (OSPNS) to connect and engage citizens to their local government. Semi-annually, once in the fall and once in the spring, up to twenty-five (25) residents share experiences with other residents, visit City facilities and learn about the various services departments provide. One outcome from City Life is to increase residents' engagement in the city governance process. From this program, the hope is that residents would feel empowered to join an open city board and/or commission to help make Dubuque an equitable community of choice.

In addition to offering the program twice a year for adults, the OSPNS collaborates with the Dubuque public high schools iJAG program during the spring. The partnership has existed with the intention to extend City Life to area youth. For the past few years, we have engaged up to fifty (50) students per program. This year the program is being extended to two days and being offered to one hundred (100) students. iJAG's mission is *"to provide students with hands-on experiences that encourage their career exploration and ultimately lead to work-based learning experiences"*. Students will be offered hands-on engagement opportunities with various departments. This experience will be valuable for the students as they prepare to join the workforce full- time.

ACTION REQUIRED

I am respectfully requesting a work session for students from Iowa Jobs for America's Graduates (iJAG) program to present to the Mayor and City Council about their experience participating in City Life on May 5, 2025.

Cc. Adrienne Breitfelder, City Clerk
Temwa Phiri, Community Engagement Coordinator

**City of Dubuque
City Council**

CLOSED SESSION #

ITEM TITLE: Confidential Records, Pending Litigation, and Purchase or
Sale of Real Estate – Chapter 21.5(1)(a),(c),(j) Code of Iowa

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None