

**DEVELOPMENT AGREEMENT
BY AND AMONG
THE CITY OF DUBUQUE,
ROSHEK PROPERTY, LLC,
COTTINGHAM & BUTLER, INC.
AND
HEARTLAND FINANCIAL USA, INC.**

THIS DEVELOPMENT AGREEMENT (the Agreement), dated for reference purposes the ____ day of _____, 2019 (the "Effective Date"), is made and entered into by and among the City of Dubuque, Iowa (City), Roshek Property, LLC, an Iowa limited liability company ("Developer"), and Cottingham & Butler, Inc., an Iowa corporation ("C & B Employer") and Heartland Financial USA, Inc. a Delaware corporation ("Heartland Employer") (collectively referred to as "Employers").

WHEREAS, Developer is or will be the owner of the following described real estate (the Property):

A parcel of land marked "Public Square" on the United States Commissioners' Plat of the Survey of the Town of Dubuque, Iowa, and numbered as lots 141, 142 and 143a; AND, City Lots 143, 144 and 145; in the City of Dubuque, Iowa, according to the Plat thereof in Book of Plats #34, page 353, records of Dubuque County, Iowa, also described as: Part of the United States Commissioners' Government Plat of the Original Town, now City of Dubuque, in Dubuque County, Iowa, described as follows: Beginning in the Southwesterly corner of Lot 141, originally designated as the Southwesterly Corner of the "Public Square", being also the intersection of the East line of Locust Street and the North line of West Seventh Street; thence North 22 degrees, 30 minutes West along the East line of Locust Street to the Northwesterly Corner of Lot 145, being also the intersection of the East line of Locust Street and the Southerly line of Eighth Street; thence Northeasterly along the Northerly line of Lot 145 to the Northeasterly corner of Lot 145, being also the intersection of the South line of Eighth Street and the West line of Thirty Foot alley East of Locust Street; thence Southeasterly along the West line of said Thirty Foot alley to the Southeasterly Corner of Lot 141, originally designated as the Southeasterly Corner of the "Public Square", being also the intersection of the west line of the Thirty Foot alley and the North line of West Seventh Street; thence South 67 degrees 30 minutes West to the point of beginning, in the City of Dubuque, Iowa, according to the Plat thereof recorded as Instrument No. 1798-77, records of Dubuque County, Iowa (Known locally as The Roshek Building) (the "Building"); and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (District) which has been so designated by City Council Resolution 405-19 as a

slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (Urban Renewal Law); and

WHEREAS, Employers have determined that they require a new facility to maintain and expand their operations and employment in the Property; and

WHEREAS, the Property will be an ancillary office for a multistate business and other offices and associated tenants,

WHEREAS, Developer will undertake a redevelopment of the Property; and

WHEREAS, Developer and/or Employers will make a capital investment in the purchase of building and substantial improvements, equipment, furniture and fixtures in the Property (the Project); and

WHEREAS, Developer and Employers have entered into an agreement under which Developer will redevelop and lease the Facility to Employers and others; and

WHEREAS, the Property is historically significant, the largest office building in downtown Dubuque and it is in the City's best interest to preserve the Property; 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 November 18, 2019, 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 and Employers 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 and Employers to enter into this Agreement, City hereby represents and warrants to Developer and Employers that to the best of City's knowledge:

- (1) Prior to the Closing, City will have obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it will have 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 Employers at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit A.

(2) City shall exercise its best efforts to cooperate with Developer and Employers 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.

(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 Area, most recently approved by City Council of City on November 18, 2019, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan).

(9) The City shall have executed this Agreement after obtaining all necessary approvals and authorizations and delivered it to Developer and Employers not later than November 30, 2019.

1.2 Representations and Warranties of Developer and Employers. Developer and Employers make the following representations and warranties:

(1) Developer and Employers are duly organized and validly existing or authorized under the laws of the States of Iowa 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 Employers, 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 Employers 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 Employers' counsels shall issue legal opinions to the City, at time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B and Exhibit F.

(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 Employers or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer or Employers are 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 Employers 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 Employers or which affects the validity of the Agreement or Developer's or Employers' ability to perform their obligations under this Agreement.

(5) Developer and Employers 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 and Employers will use their 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.

1.3 Closing. The Closing shall take place on the Closing Date which shall be the 31st day of December, 2019, 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, 2019. (Closing is the date the parties deliver to each other the opinions and any other documents required hereunder which is expected to be a date subsequent to the execution of this Agreement). 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. Provided, however, in the event Developer or Employers do not receive the state and federal incentives and credits necessary to make the project feasible, in their sole discretion, such parties may terminate this Agreement at any time, including after Closing, without further obligation or liability to City. And this Closing is specifically contingent upon execution and all necessary approvals and authorizations by City and the State of Iowa Economic Development Authority.

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 and by Developer and Employers in Section 1.2, 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 and Employers 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 Employers determine that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's or Employers' sole discretion. Upon the giving of notice of termination by Developer or Employers to City, this Agreement shall be deemed null and void.
- (3) Developer, Employers, and City shall be in material compliance with all the terms and provisions of this Agreement.
- (4) Subject to Employers' written approval, Developer having obtained any and all necessary governmental approvals which might be necessary or desirable in connection with the development of the Property. Any conditions imposed as part of any such approval must be satisfactory to Developer and Employers in their sole discretion. 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, the 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 the City has approved such plans and specifications, and the same are in compliance with 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.

(5) Developer's counsel and Employers' counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit B and Exhibit F.

(6) Developer shall have provided City with a copy of a purchase agreement for the Property with Roshek Building, LLC and this Agreement is subject to the consummation of the purchase of the Property on or before December 31, 2019.

(7) Employers or Developer receiving such State of Iowa incentives as necessary to make the Project feasible to Employers in their sole and exclusive discretion.

(8) Adequate parking to serve Developer and Employers' employees and visitors is paramount to the decision to purchase the Property. Without such parking there will be no purchase.

(9) City will complete and open for parking by December 2022 an additional parking structure (the "Parking Structure") in the area shown on Exhibit H (so that a point on the Parking Structure is within the area shown on Exhibit H) of not less than 500 parking spaces (motorcycles and motor scooters excluded) dedicated to monthly rental spaces for residents of and employees employed in the Downtown Urban Renewal District as amended from time to time, but will be open to the general public after 5 o'clock p.m. Monday through Friday, and on Saturdays, Sundays and Federal holidays.

(a) The Parking Structure will have limited daily parking (not more than 10% of the 500 parking spaces or such additional daily parking as City in its sole discretion determine is needed) that will accommodate general downtown parking needs and also accommodate transient parking needs for employees of employers.

(b) On the opening of the Parking Structure, individual employees of C & B Employer and Heartland Employer will have the first right for a period of one month to enter into leases for the available spaces on the application form and subject to the conditions in the form, Exhibit I, which form may from time to time be amended by City in its sole discretion.

(c) City will make every reasonable effort to improve pedestrian corridors to make pedestrian access as direct as possible between the Parking Structure and the Roshek Building.

(10) Prior to January 31, 2020, City will grant Developer the Revocable License and Grant of Easements attached hereto as Exhibit G.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer and Employers such other documents as may be required by this Agreement, all in a form satisfactory to Developer and Employers.

SECTION 2. DEVELOPMENT ACTIVITIES.

2.1. Required Purchase/Minimum Improvements. Developer hereby agrees, subject to the conditions herein contained, the Purchase will occur on or before December 31, 2019. (the Purchase).

(1) C & B Employer either directly or through and with the Developer will make certain minimum improvements in the buildout of floors seven, eight, and nine of the building on the Property in an amount not less than \$600,000.00 which buildout shall be completed no later than December 31, 2021 (the C & B Buildout Minimum Improvements).

(2) Heartland Employer either directly or through and with the Developer will make certain minimum improvements in the buildout of floors three, four, and five of the building on the Property in an amount not less than \$750,000 which buildout shall be completed no later than December 31, 2021 (the Heartland Buildout Minimum Improvements).

(3) The C & B Buildout Minimum Improvements and the Heartland Buildout Minimum Improvements are referred to collectively as the Building Minimum Improvements.

(4) Developer will make certain Minimum Improvements to the common areas in the Building in an amount not less than \$1,500,000.00 (the Common Area Minimum Improvements). The Common Areas of the building include, but are not necessarily limited to the lower level, the first floor and the rooftop. The Building Minimum Improvements and the Common Area Minimum Improvements are referred to collectively as the Minimum Improvements.

2.2. Timing of Improvements. Employers agree that construction of the Building Minimum Improvements on the Property shall be commenced within thirty (30) days after the Closing Date and shall be substantially completed by December 31, 2021. The Common Area Minimum Improvements will be completed no later than December 31, 2021. The time frames for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its

occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, 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.

2.3. Plans for Construction of Minimum Improvements. Within six (6) months after the date of this Agreement and provided that Developer purchases the Property, Developer and Employers shall submit to City elevation drawings, building plans and specifications, and related documents with respect to the Minimum Improvements to be constructed on the Property (the Construction Plans). City shall promptly review all Construction Plans submitted and approve or disapprove such Construction Plans. The Construction Plans shall be in conformity with 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.

2.4. Certificate of Completion. Promptly following the request of Developer and Employers upon completion of the Minimum Improvements, City shall furnish Developer and Employers with appropriate instruments so certifying. Such certification (the Certificate of Completion) shall be in recordable form and shall be a conclusive determination of the satisfaction or waiver and termination of Developer's and Employers' agreements, covenants, and obligations in this Agreement with respect to the obligations of Developer and Employers to construct the Minimum Improvements.

SECTION 3. CITY PARTICIPATION.

3.1 Economic Development Grants.

(1) For and in consideration of Developer's and Employers' 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 Employers being and remaining in compliance with the terms of this Agreement, to make nineteen (19) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer on the following dates:

	May 1, 2021
November 1, 2021	May 1, 2022
November 1, 2022	May 1, 2023
November 1, 2023	May 1, 2024
November 1, 2024	May 1, 2025
November 1, 2025	May 1, 2026
November 1, 2026	May 1, 2027
November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to the portion of the tax increment revenues collected by City described below 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 and Employers (the Developer Tax Increments). For purposes of calculating the amount of the Developer Economic Development Grants provided in this Section, the Developer Tax Increments shall be deemed to be equal in amount to a pro rata share of those tax increment revenues collected by the City in respect of the increase in the assessed value of the Property other than any part of the Property leased by International Business Machines Corporation above the assessment of January 1, 1967 (On such date the entire Property was assessed for \$567,000.00). 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 collected for the regular and voter-approved physical plant and equipment levy, and (iii) 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. The assessed value of the Property leased by International Business Machines Corporation and the assessed value of the Property other than the part of the Property leased by International Business Machines Corporation on any assessment date shall be allocated according to the percent that the part of the Property leased by International Business Machines Corporation bears to the total leasable space.

(2) To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2019, and each year thereafter, 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, beginning on May 1, 2021.

(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 Roshek Property, LLC 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 Roshek Property, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.2 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 or Employers as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer or

Employers so long as City timely applies the Developer Tax Increments actually collected and held in the Roshek Property, LLC 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.

(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 3.2 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.

(5) 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.

3.2 City shall provide public call boxes and cameras on the most direct route between the Parking Structure and the Property. The number and location of the public call boxes and cameras shall be agreed upon between City and Employers and installed by City prior to the opening of the Parking Structure.

3.3 Subject to City's review and consent, which consent shall not be unreasonably withheld, City shall allow Employers access at its request to all City camera videos that may provide video evidence of any event or action that includes Employers' employee(s) or Employers' or employee(s) property. Employers shall use such video only for its own purposes. Employers shall allow City access at its request to all Employers camera videos that may provide evidence of any event or action on public spaces.

3.4 City will sponsor and support the Employers' applications for State of Iowa incentives including a Four Hundred Fifty Thousand Dollars (\$450,000) forgivable loan and Investment Tax Credits of Six Hundred Seventy-Five Thousand Dollars (\$675,000), Sales, Service and Use Tax Refund of Twenty-Seven Thousand Dollars (\$27,000) and 260E Job Training Funds in the amount of Seven Hundred Thousand Dollars (\$700,000).

3.5 This Agreement contingent upon Employers / Developer being awarded the City and State tax incentives referred to in Section 3.4. If such incentives are not received the Developer or Employers shall have the right to terminate this Agreement.

3.6 Other than the Economic Development Grants required by Section 3.1, City shall have no obligation to provide any other funds to Developer or Employer.

SECTION 4. NON-APPROPRIATION/ LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation. 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.

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 or Employers 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 AND EMPLOYERS.

5.1 Job Creation. During the term of this Agreement, Employers shall comply with the following employment-related covenants:

- (1) On or after October 1, 2019 C & B Employer shall create a minimum of 16 additional fulltime equivalent (FTE) employees in the City of Dubuque, Iowa, prior to December 31, 2022, and shall maintain those jobs during the Term of this Agreement. City and C & B Employer agree that C & B Employer has 706 FTE employees in the City of Dubuque as of October 1, 2019.

(2) On or after October 1, 2019 Heartland Employer shall create a minimum of 16 additional fulltime equivalent (FTE) employees in the City of Dubuque, Iowa, prior to December 31, 2022, and shall maintain those jobs during the Term of this Agreement. City and Heartland Employer agree that Heartland Employer has 438 FTE employees in the City of Dubuque as of October 1, 2019.

(3) City and Employers agree that Employers, collectively have 1,144 FTE employees in the City of Dubuque as of October 1, 2019.

(4) FTE employees shall be calculated by adding fulltime and part-time employees of Employers together using 2080 hours per year as an FTE employee.

(5) If Employers, collectively, fail to create and maintain the required 32 FTE positions for any year during the Term of this Agreement after December 31, 2022, the semi-annual Economic Development Grants for such year under Section 3.1 shall be reduced by the percentage that the number of such positions bears to the total number of positions required to be created and maintained by this Section 5.1. (For example, if Employers, collectively, create 24 FTE employees, the semi-annual Economic Development Grants to be paid for that year would be reduced to 75% (24/32 employees) of the Tax Increment Revenues received by City). The reduction of the semi-annual Economic Development Grants shall be the City's sole remedy for the failure of Employers to meet the job creation requirements of this subsection 5.1(5). For purposes of this subsection there shall only be a reduction in Economic Development Grants if the Employers, collectively, fail to create and maintain the 32 additional FTE positions. If one of the Employers fails to create and maintain its required number of additional FTE positions, but the required collective number of additional FTE positions is maintained there shall be no reduction in the Economic Development Grant.

5.2 Certification. To assist City in monitoring the performance of Employers hereunder, as of October 1, 2023, and again as of October 1 of each year thereafter during the term of this Agreement, a duly authorized officer of Employers shall certify to City in a form acceptable to City (a) the number of FTE positions employed by Employers in Dubuque, Iowa, 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, Employers are not or were 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, 2023 and by October 15 of each year thereafter during the Term of this Agreement.

5.3 Books and Records. During the term of this Agreement, Developer and Employers

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 and Employers in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer and Employers 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, 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 and Employers agree not to apply for any state or local property tax exemptions which are available with respect to the Development Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer or Employers shall maintain, or cause to be maintained, at their cost and expense all risk property insurance against loss and/or damage to the Building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the Building (including the Minimum Improvements). Developer or Employers shall furnish to City proof of insurance in the form of a certificate of insurance.

(2) The term "replacement value" shall mean the actual replacement cost of the Building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(3) Developer or Employers shall notify City immediately in the case of damage exceeding \$50,000 in amount to, or destruction of, the Building or 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 or Employers as their interests may appear, and Developer or Employers shall forthwith repair, reconstruct and restore the Building and 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 or Employers shall apply the Net Proceeds of any insurance relating to such damage received by Developer

or Employers 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 or Employers shall complete the repair, reconstruction and restoration of Building or Minimum Improvements whether or not the Net Proceeds of insurance received by Developer or Employers for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer and Employers shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Building and 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.

5.8 Non-Discrimination. In carrying out the project, Developer and Employers shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability.

5.9 Conflict of Interest. Developer and Employers 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 Employers 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, this Agreement may not be assigned by Developer or Employers nor may the Property be transferred by Developer or Employers to another party without the prior written consent of City, which shall not be unreasonably withheld. Thereafter, Developer or Employers shall have the right to assign this Agreement and upon assumption of the Agreement by the assignee, Developer or Employers shall no longer be responsible for its obligations under this Agreement. Notwithstanding the foregoing, City acknowledges that Developer may transfer the Property to Employers, and City hereby consents to such transfer to Employers. As it relates to City only, effective upon such transfer of the Property from Developer to Employers, Developer shall be released from its obligations to City hereunder and Employers hereby agree that it shall thereafter be deemed to be Developer for all purposes of this Agreement and Employers hereby agree to assume all obligations of Developer under this Agreement unless otherwise stated herein, and the assignment agreement shall so provide.

5.11 No change in Tax Classification. Developer and Employers agree that they will not

take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law.

5.12 Restrictions on Use. Developer and Employers agree for themselves, and their successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as an office facility, is in full compliance with the Urban Renewal Plan) (however, neither Developer nor Employers shall 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, neither Developer nor Employers shall 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 Release and Indemnification Covenants.

(1) Developer and Employers release 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 agree that the Indemnified Parties shall not be liable for, and agree 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 and Employers agree 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 and Employers 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

or Employers take possession of the Property.

(3) The Indemnified Parties shall not be liable to Developer or Employers for any damage or injury to the persons or property of Developer or Employers 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

5.14 Compliance with Laws. Developer and Employers 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 of the Developer to purchase the Property.

(2) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Property.

(3) Failure by Developer or Employers to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(4) Transfer of any interest by Developer or Employers of the Property or the Minimum Improvements, except to Employer, in violation of Section 5.9 of this Agreement.

(5) Failure by Developer, Employers, 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 or Employer. 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 or Employers (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 or Employers do 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 defaulting party, deemed adequate by City, that the defaulting party 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 Employers 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 Employers, or to enforce performance

and observance of any obligation, agreement, or covenant of City under this Agreement. Developer or Employers may suspend its performance under this Agreement until it receives assurances from City, deemed adequate by Developer and Employers, 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 C & B Employer: Cottingham & Butler, Inc.
Attn. David O. Becker, President and CEO
800 Main Street
Dubuque, IA 52001
Phone: 563-587-5103

With copy to: Mark J. Willging
890 Main Street, Suite 200
Dubuque, IA 52001
Phone: 563-556 4011

If to Heartland Employer: Heartland Financial USA, Inc.
Attn: Bruce K. Lee, President and CEO
1398 Central Avenue
Dubuque, IA 52001
Phone: 563-589-3397

With copy to: Mr. Michael J. Coyle
Heartland Financial USA, Inc.
1398 Central Avenue
Dubuque, IA 52001
Phone: 563-587-4096

If to Developer: Roshek Property, LLC
Attn. Mr. Timothy L. Berns
800 Main Street
Dubuque, IA 52001

With copy to: Mr. Mark Willging
890 Main Street, Suite 200
Dubuque, IA 52001
Phone: 563-556-4011

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, Developer, and Employers and their respective successors and assigns.

7.3 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2030.

7.4 Execution by Electronic Transmission. The parties agree that this Agreement may be transmitted between them by facsimile machine or electronic transmission. The parties intend that the faxed or electronic transmission signatures constitute original signatures and that a faxed or electronically transmitted Agreement containing the signatures (original, faxed or electronically transmitted) of all the parties is binding on the parties.

7.5 Memorandum of Development Agreement. City 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

ROSHEK PROPERTY, LLC
Developer

By: _____
Roy D. Buol, Mayor

By:  _____
Lynn H. Fuller, President

ATTEST:

Kevin S. Firnstahl, City Clerk

(City Seal)

COTTINGHAM & BUTLER, INC.
Employer

By: _____
David O. Becker, President & CEO

HEARTLAND FINANCIAL USA, INC.
Employer

By: _____
Bruce K. Lee, President and CEO

STATE OF IOWA)
)
COUNTY OF DUBUQUE) SS

On this _____ day of _____ 20____, before me the undersigned, a Notary Public in and for the said County and State, personally appeared Roy D. Buol and Kevin S. Firnstahl, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Dubuque, Iowa**, a municipal corporation executing the instrument to which this is attached; that the seal affixed hereto is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of the City of Dubuque, Iowa, by authority of its City Council; and that said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

STATE OF IOWA)
)
COUNTY OF DUBUQUE) SS

On this _____ day of _____ 20____, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lynn H. Fuller, to me personally known, who, being by me duly sworn, did say that he is the President of **Roshek Property, LLC**, the Iowa organization executing the instrument to which this is attached and that as said President of Roshek Property, LLC acknowledges the execution of said

ATTEST:

Kevin S. Firnstahl, City Clerk

(City Seal)

COTTINGHAM & BUTLER, INC.
Employer

By: _____
David O. Becker, President & CEO

HEARTLAND FINANCIAL USA, INC.
Employer

By: _____
Bruce K. Lee, President and CEO

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

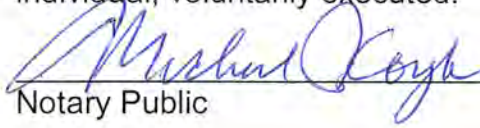
On this _____ day of _____ 20__, before me the undersigned, a Notary Public in and for the said County and State, personally appeared Roy D. Buol and Kevin S. Firnstahl, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Dubuque, Iowa**, a municipal corporation executing the instrument to which this is attached; that the seal affixed hereto is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of the City of Dubuque, Iowa, by authority of its City Council; and that said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed,

Notary Public

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this 26th day of November 2019, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lynn H. Fuller, to me personally known, who, being by me duly sworn, did say that he is the President of **Roshek Property, LLC**, the Iowa organization executing the instrument to which this is attached and that as said President of Roshek Property, LLC acknowledges the execution of said

instrument to be the voluntary act and deed of said company, by it and by him, an individual, voluntarily executed.


Notary Public



STATE OF IOWA)
)
COUNTY OF DUBUQUE) SS

On this 21st day of November 2019, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared David O. Becker, to me personally known, who, being by me duly sworn, did say that he is the President & CEO of **Cottingham & Butler, Inc.**, the Iowa organization executing the instrument to which this is attached and that as said President & CEO of Cottingham & Butler, Inc. acknowledges the execution of said instrument to be the voluntary act and deed of said company, by it and by him, an individual, voluntarily executed.

Michael J. Coyle
Notary Public



STATE OF IOWA)
)
COUNTY OF DUBUQUE) SS

On this 25th day of November 2019, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bruce K. Lee, to me personally known, who, being by me duly sworn, did say that he is the President and CEO of **Heartland Financial USA, Inc.**, a Delaware corporation executing the instrument to which this is attached and that as said President and CEO of Heartland Financial USA, Inc. acknowledges the execution of said instrument to be the voluntary act and deed of said company, by it and by him, an individual, voluntarily executed.

Michael J. Coyle
Notary Public



LIST OF EXHIBITS

EXHIBIT A	City Attorney Certificate
EXHIBIT B	Opinion of Developer Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Opinion of Employers' Counsels
EXHIBIT G	Revocable License and Grant of Easements
EXHIBIT H	Parking Structure Location Options
EXHIBIT I	Parking Service Application

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
Office Hours: 8:00 AM – 5:00 PM, T-W-Th
8:00 AM – 12:00 PM, F



(DATE)

Roshek Property, LLC
Mr. Timothy L. Berns, _____
800 Main Street
Dubuque, Iowa 52001

Cottingham & Butler, Inc.
David O. Becker, President & CEO
800 Main Street
Dubuque, Iowa 52001

Heartland Financial USA, Inc.

RE: Development Agreement By And Among The City Of Dubuque, Roshek Property, LLC, Cottingham & Butler, Inc., And Heartland Financial USA, Inc.

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 Roshek Property, LLC, Cottingham & Butler, Inc., Heartland Financial USA, Inc., 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:tls

EXHIBIT B

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, Roshek Property, LLC, Cottingham & Butler, Inc., And Heartland Financial USA, Inc.

Dear Mayor and City Councilmembers:

We have acted as counsel for (Roshek Property, LLC) (Cottingham & Butler, Inc.) (Heartland Financial USA, Inc.), in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Roshek Property, LLC, 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 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. To the 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 Certificate of Organization and Operating Agreement 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 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.

Very truly yours,

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)

Roshek Property, LLC
Mr. Timothy L. Berns, _____
800 Main Street
Dubuque, Iowa 52001

Cottingham & Butler, Inc.
David O. Becker, President & CEO
800 Main Street
Dubuque, Iowa 52001

Heartland Financial USA, Inc.

RE: Development Agreement By And Among The City Of Dubuque, Roshek Property, LLC, Cottingham & Butler, Inc., And Heartland Financial USA, 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 the City of Dubuque (City), Roshek Property, LLC (Developer), and Cottingham & Butler, Inc. and Heartland Financial USA, Inc. (Employers), dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer and Employers 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 and Employers at time of closing confirming the representation contained herein.
- (2) City shall exercise its best efforts to cooperate with Developer and Employers 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, except as follows:

(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:jh

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 (City), Roshek Property, LLC ("Developer"), and Cottingham & Butler, Inc. ("C & B Employer") and Heartland Financial USA, Inc. ("Heartland Employer") (collectively referred to as "Employers"), was made regarding the following described premises:

A parcel of land marked "Public Square" on the United States Commissioners' Plat of the Survey of the Town of Dubuque, Iowa, and numbered as lots 141, 142 and 143a; AND, City Lots 143, 144 and 145; in the City of Dubuque, Iowa, according to the Plat thereof in Book of Plats #34, page 353, records of Dubuque County, Iowa, also described as: Part of the United States Commissioners' Government Plat of the Original Town, now City of Dubuque, in Dubuque County, Iowa, described as follows: Beginning in the Southwesterly corner of Lot 141, originally designated as the Southwesterly Corner of the "Public Square", being also the intersection of the East line of Locust Street and the North line of West Seventh Street; thence North 22 degrees, 30 minutes West along the East line of Locust Street to the Northwesterly Corner of Lot 145, being also the intersection of the East line of Locust Street and the Southerly line of Eighth Street; thence Northeasterly along the Northerly line of Lot 145 to the Northeasterly corner of Lot 145, being also the intersection of the South line of Eighth Street and the West line of Thirty Foot alley East of Locust Street; thence Southeasterly along the West line of said Thirty Foot alley to the Southeasterly Corner of Lot 141, originally designated as the Southeasterly Corner of the "Public Square", being also the intersection of the west line of the Thirty Foot alley and the North line of West Seventh Street; thence South 67 degrees 30 minutes West to the point of beginning, in the City of Dubuque, Iowa, according to the Plat thereof recorded as Instrument No. 1798-77, records of Dubuque County, Iowa (Known locally as The Roshek Building);

The Development Agreement is dated for reference purposes the ____ day of _____, 2019, 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 _____, 2019.

CITY OF DUBUQUE, IOWA

ROSHEK PROPERTY, LLC
Developer

By _____
Roy D. Buol, Mayor

By: _____
Timothy L. Burns

Printed Title

ATTEST:

COTTINGHAM & BUTLER, INC.
C&B Employer

Kevin S. Firnstahl, City Clerk

By: _____
David O. Becker, President & CEO

(City Seal)

HEARTLAND FINANCIAL USA, INC.
Heartland Employer

By: _____

Printed Name

STATE OF IOWA)
)
COUNTY OF DUBUQUE) SS

On this _____ day of _____ 20__, before me the undersigned, a Notary Public in and for the said County and State, personally appeared Roy D. Buol and Kevin S. Firnstahl, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Dubuque, Iowa**, a municipal corporation executing the instrument to which this is attached; that the seal affixed hereto is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of the City of Dubuque, Iowa, by authority of its City Council; and that said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

STATE OF IOWA)
)
COUNTY OF DUBUQUE) SS

On this _____ day of _____ 20__, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **Roshek Property, LLC**, the Iowa organization executing the instrument to which this is attached and that as said _____ of Roshek Property, LLC acknowledges the execution of said instrument to be the voluntary act and deed of said company, by it and by him, an individual, voluntarily executed.

Notary Public

STATE OF IOWA)
)
COUNTY OF DUBUQUE) SS

On this _____ day of _____ 20__, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared David O. Becker, to me personally known, who, being by me duly sworn, did say that he is the President & CEO of **Cottingham & Butler, Inc.**, the Iowa organization executing the instrument to which this is attached and that as said President & CEO of Cottingham & Butler, Inc. acknowledges the execution of said instrument to be the voluntary act and deed of said company, by it and by him, an individual, voluntarily executed.

Notary Public

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 _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **Heartland Financial USA, Inc.**, the _____ executing the instrument to which this is attached and that as said _____ of Heartland Financial USA, Inc. acknowledges the execution of said instrument to be the voluntary act and deed of said company, by it and by him, an individual, voluntarily executed.

Notary Public

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

OPINION OF EMPLOYERS' COUNSELS

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

RE: Development Agreement By And Among The City Of Dubuque, Roshek Property, LLC, Cottingham & Butler, Inc., And Heartland Financial USA, Inc.

Dear Mayor and City Councilmembers:

We have acted as counsel for (Cottingham & Butler, Inc.)(Heartland Financial USA, Inc.) ("Employer") in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Roshek Property, LLC ("Developer"), Cottingham & Butler, Inc. and Heartland Financial USA, Inc. ("Employers"), 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. To our actual knowledge with no duty to inquire, 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 our actual knowledge with no duty to inquire, 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.

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.

Very truly yours,

EXHIBIT G

REVOCABLE LICENSE AND GRANT OF EASEMENTS

Prepared by: Gus Psihoyos, City Engineer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563 589-4270)
Return to: Gus Psihoyos, City Engineer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563 589-4270)

REVOCABLE LICENSE
AUTHORIZING ROSHEK PROPERTY, LLC
TO CONSTRUCT AND MAINTAIN CERTAIN IMPROVEMENTS
ON PUBLIC RIGHT-OF-WAY

Section 1. Roshek Property, LLC, an Iowa limited liability company, as the owner of the premises (Licensee), known as The Roshek Building, 700 Locust Street, in Dubuque, Iowa and legally described as:

A parcel of land marked "Public Square" on the United States Commissioners' Plat of the Survey of the Town of Dubuque, Iowa, and numbered as lots 141, 142 and 143a; AND, City Lots 143, 144 and 145; in the City of Dubuque, Iowa, according to the Plat thereof in Book of Plats #34, page 353, records of Dubuque County, Iowa, also described as: Part of the United States Commissioners' Government Plat of the Original Town, now City of Dubuque, in Dubuque County, Iowa, described as follows: Beginning in the Southwesterly corner of Lot 141, originally designated as the Southwesterly Corner of the "Public Square", being also the intersection of the East line of Locust Street and the North line of West Seventh Street; thence North 22 degrees, 30 minutes West along the East line of Locust Street to the Northwesterly Corner of Lot 145, being also the intersection of the East line of Locust Street and the Southerly line of Eighth Street; thence Northeasterly along the Northerly line of Lot 145 to the Northeasterly corner of Lot 145, being also the intersection of the South line of Eighth Street and the West line of Thirty Foot alley East of Locust Street; thence Southeasterly along the West line of said Thirty Foot alley to the Southeasterly Corner of Lot 141, originally designated as the Southeasterly Corner of the "Public Square", being also the intersection of the west line of the Thirty Foot alley and the North line of West Seventh Street; thence South 67 degrees 30 minutes West to the point of beginning, in the City of Dubuque, Iowa, according to the Plat thereof recorded as Instrument No. 1798-77, records of Dubuque County, Iowa;

(hereinafter the “Roshek Building”),

be and is hereby granted a Revocable License and authority to construct and maintain the improvements, including:

Two Raised Planters;
Monument Sign;
Eight Standalone Planters;
Twelve Retractable Awnings;
Pump Test Connection;
Fire Alarm;
Auto Sprinkler Hookup;
4” Capped Pipe;
Grease Hood/Exhaust Fan;
Airconditioning Condensers;
Electric Meter;
Key Box on Alley Wall;
1” Conduit for Ground to Generator;
1” Exhaust Drain;
1” Generator Exhaust;
Downspout; and
Fire Department sprinkler.

(collectively the “Encroachments”) under the terms and conditions set forth in this License.

Section 2. The permission herein granted is expressly conditioned on Licensee’s agreement to:

- a. Assume any and all liability for damages to persons or property which may result from the existence, location, installation, construction or maintenance of said Encroachments;
- b. Procure and maintain in force during the term of this License a policy of liability insurance as set forth in the attached Insurance Schedule;
- c. Pay on behalf of the City of Dubuque, all sums which the City of Dubuque shall become obligated to pay by reason of the liability imposed upon the City of Dubuque for damages of any kind resulting from the location, installation, existence, construction or maintenance of said Encroachments sustained by any person or persons, caused by accident or otherwise to defend at its own expense and on behalf of said City any claim against the City of Dubuque arising out of the location,

installation, existence, construction or maintenance of Encroachments and to pay reasonable attorney fees therefor; and

d. Indemnify, defend and hold the City of Dubuque free and harmless from any and all claims, loss, liability and expense for death and/or injuries to third persons or damages to property of third persons, or for damage to any property of the City of Dubuque which may occur as a result of or in connection with the location, installation, existence, construction, maintenance and repair of Encroachments.

e. Any special conditions as set forth for this License as identified: _____.

Section 3. The Encroachments shall be maintained in accordance with all applicable state and federal laws and regulations, and the Ordinances of the City of Dubuque.

Section 4. The permission herein granted is expressly conditioned upon Licensee's further agreement that should the right and privilege herein granted be rescinded or revoked by the City Manager, Licensee, or its successors in interest, shall within ten (10) days after receipt of written notice from the City Manager, so to do, at its own expense, remove said Encroachments at Licensee's expense and dispose of the same, and Licensee shall have no claim against the City or its officers, agents, or employees for damages resulting from the removal of said Encroachments.

Section 5. Licensee covenants and agrees that the Revocable License herein granted does not constitute an approval of the design, erection, location, construction, repair or maintenance of said Encroachments and Licensee hereby covenants and agrees not to assert such claim or defense against the City of Dubuque in the event of claim asserted for death, personal injuries and/or property damage against Licensee arising out of or in any way connected with the location, installation, construction, design, repair and maintenance of the Encroachments.

Section 6. This Revocable License shall become effective and the rights hereunder accrue to Licensee when this License has been approved by the City Council and the terms and conditions thereof accepted by Licensee by acceptance endorsed on this License.

Section 7. The City Clerk is authorized and directed to file at Licensee's expense a copy of this License in the Office of the Recorder in and for Dubuque County, Iowa.

Section 8. Iowa One-Call registration may be required by the Code of Iowa. When applicable Licensee shall submit documentation to the City Engineer of Iowa One-Call registration membership.

Signed this ____ day of _____, 2019.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, City Clerk

State of Iowa)
) ss:
County of Dubuque)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roy D. Buol and Kevin S. Firnstahl, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dubuque, Iowa, a municipal corporation, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council on the ____ day of _____, 2019, and Roy D. Buol and Kevin S. Firnstahl acknowledged the execution of the instrument to be their voluntary act and deed.

Notary Public in and for said State

ACCEPTANCE OF TERMS AND CONDITIONS OF LICENSE

The undersigned, being duly authorized to execute this Acceptance on behalf of Roshek Property, LLC, and having read and being familiar with the terms and conditions of the Revocable License, for itself, its successors or assigns, accepts the same and agrees to be bound by the terms and conditions herein contained.

ROSHEK PROPERTY, LLC, LICENSEE:

Signature

By: _____

Title: _____

Dated: _____, 2019

Signature requires notary

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)

COUNTY OF DUBUQUE)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted, executed the instrument.

(Notary Seal)

_____ (sign in ink)

(print/type name)
Notary Public in and for State of Iowa

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

XX CORPORATE OFFICER(S) _____ (Title)

(CORP SEAL)

AFFIXED

XX NO SEAL PROCURED

PARTNER(S) ____ LIMITED ____ GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

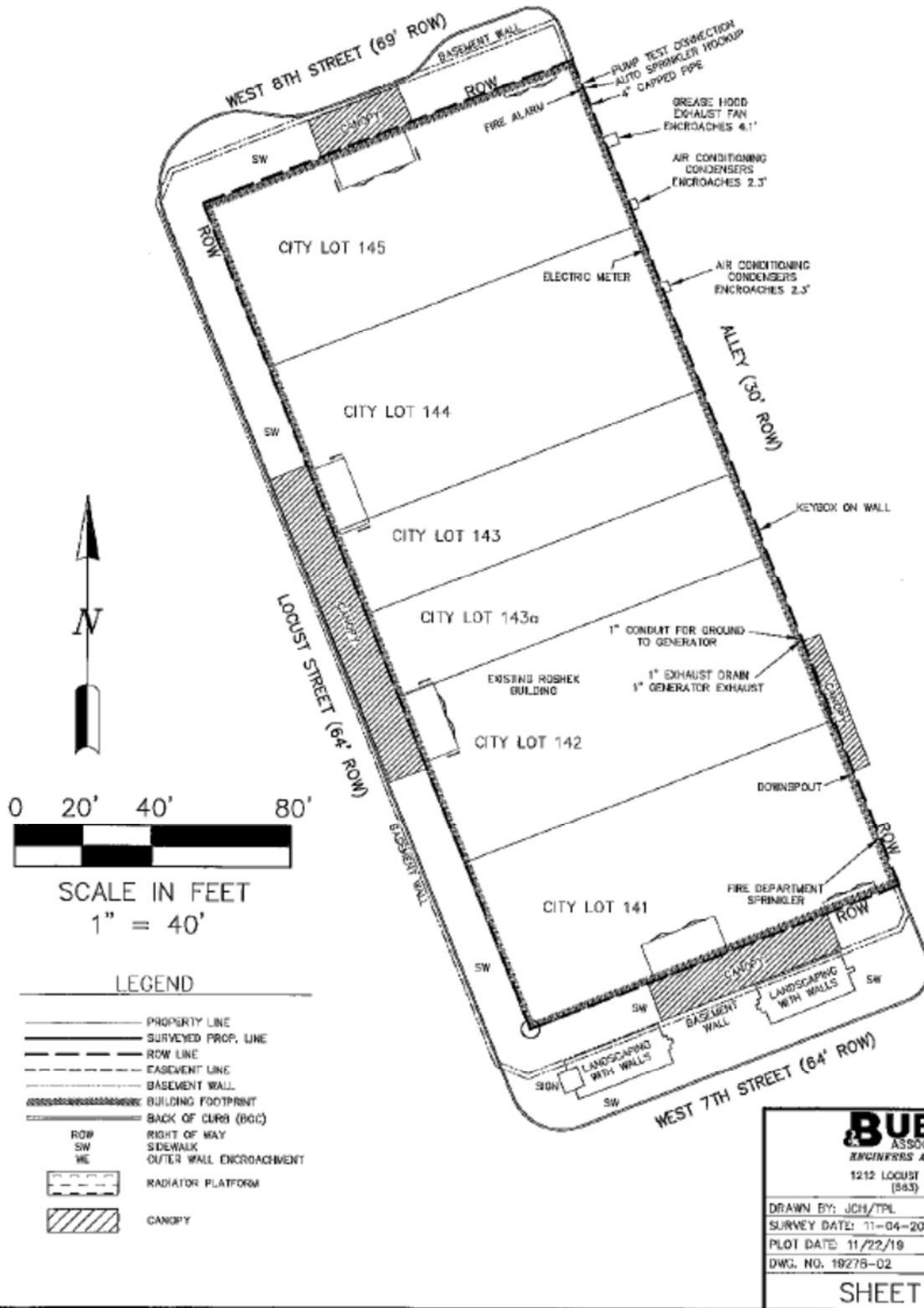
OTHER

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies): _____ – Roshek Property, LLC

EXHIBIT "A"

FOR ROSHEK BUILDING ON A PARCEL OF LAND MARKED "PUBLIC SQUARE" ON THE UNITED STATES COMMISSIONERS' PLAT OF SURVEY OF THE TOWN OF DUBUQUE, IOWA, AND NUMBERED AS LOTS 141, 142 AND 143a; AND CITY LOTS 143, 144 AND 145; IN THE CITY OF DUBUQUE, IOWA ACCORDING TO THE PLAT THEREOF IN BOOK OF PLATS #34, PAGE 353, RECORDS OF DUBUQUE COUNTY, IOWA.



BUESING
ASSOCIATES INC.

ENGINEERS AND SURVEYORS
1212 LOCUST ST., DUBUQUE, IA
(563) 256-4389

DRAWN BY: JCH/TPJ CHECKED BY: TLX
 SURVEY DATE: 11-04-2019
 PLOT DATE: 11/22/19
 DWG. NO. 19278-02 SCALE: 1" = 40'

SHEET 1 OF 1

Prepared by and Return to: Mark J. Willging, 890 Main St., Suite 200, Dubuque, IA 52001, (563) 556-4011
Taxpayer: Roshek Property, LLC, 800 Main St., Dubuque, IA 52001

GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS ("Agreement") is made and entered into as of the ____ day of _____, 2019, by and between Roshek Property, LLC, an Iowa limited liability company ("Roshek") and the City of Dubuque, Iowa ("City"). Each of the foregoing may be referred to herein, individually as a "party" and collectively, as the "parties".

RECITALS

A. Roshek is the owner of a tract of land known commonly as the Roshek Building and legally described as:

A parcel of land marked "Public Square" on the United States Commissioners' Plat of the Survey of the Town of Dubuque, Iowa, and numbered as lots 141, 142 and 143a; AND, City Lots 143, 144 and 145; in the City of Dubuque, Iowa, according to the Plat thereof in Book of Plats #34, page 353, records of Dubuque County, Iowa, also described as: Part of the United States Commissioners' Government Plat of the Original Town, now City of Dubuque, in Dubuque County, Iowa, described as follows: Beginning in the Southwesterly corner of Lot 141, originally designated as the Southwesterly Corner of the "Public Square", being also the intersection of the East line of Locust Street and the North line of West Seventh Street; thence North 22 degrees, 30 minutes West along the East line of Locust Street to the Northwesterly Corner of Lot 145, being also the intersection of the East line of Locust Street and the Southerly line of Eighth Street; thence Northeasterly along the Northerly line of Lot 145 to the Northeasterly corner of Lot 145, being also the intersection of the South line of Eighth Street and the West line of Thirty Foot alley East of Locust Street; thence Southeasterly along the West line of said Thirty Foot alley to the Southeasterly Corner of Lot 141, originally designated as the Southeasterly Corner of the "Public Square", being also the intersection of the west line of the Thirty Foot alley and the North line of West Seventh Street; thence South 67 degrees 30 minutes West to the point of beginning, in the City of Dubuque, Iowa, according to the Plat thereof recorded as Instrument No.

1798-77, records of Dubuque County, Iowa;

(hereinafter referred to as the "Roshek Parcel").

B. The Roshek Parcel is adjacent to City right of way area in numerous areas;

C. Exhibit A, attached hereto and by this reference incorporated herein, depicts numerous encroachments upon the City right of way area (collectively the "Roshek Encroachments"); and

D. City desires to grant to Roshek a perpetual easement for the Roshek Encroachments.

THEREFORE, in consideration of the mutual terms and conditions herein and in a Development Agreement between the parties related to the Roshek Parcel, the parties agree as follows:

1. City hereby grants to Roshek, and its successors and assigns in ownership of the Roshek Parcel, a perpetual easement for the Roshek Encroachments.

2. Roshek and its successors and assigns shall defend, hold harmless and indemnify the City from and against any liabilities, claims, damages or causes of action in any way related to the Roshek Encroachments, including reasonable attorney's fees and costs incurred due to such claims.

[Remainder of page intentionally left blank; Signatures to follow]

**SIGNATURE PAGE
OF
CITY OF DUBUQUE**

CITY OF DUBUQUE, IOWA

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Kevin S. Firnstahl, City Clerk

STATE OF IOWA)
) SS.
COUNTY OF DUBUQUE)

On this _____ day of _____, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared Roy D. Buol and Kevin S. Firnstahl, to me personally known, who being by me duly sworn did say that they are the mayor and city clerk of the City of Dubuque, Iowa, and that said instrument was signed on behalf of the City of Dubuque, Iowa by authority of its City Council and Roy D. Buol and Kevin S. Firnstahl acknowledged the execution of said instrument to be the voluntary act and deed of the City of Dubuque, Iowa, by it voluntarily executed.

Notary Public in and for State of Iowa

**SIGNATURE PAGE
OF
ROSHEK PROPERTY, LLC**

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ROSHEK PROPERTY, LLC

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) SS.
COUNTY OF DUBUQUE)

On this _____ day of _____, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of Roshek Property, LLC, that said instrument was signed on behalf of said company by authority of its members and the said _____ acknowledged the execution of said instrument to be his voluntary act and deed.

Notary Public in and for State of Iowa

EXHIBIT "A"

FOR ROSHEK BUILDING ON A PARCEL OF LAND MARKED "PUBLIC SQUARE" ON THE UNITED STATES COMMISSIONERS' PLAT OF SURVEY OF THE TOWN OF DUBUQUE, IOWA, AND NUMBERED AS LOTS 141, 142 AND 143a; AND CITY LOTS 143, 144 AND 145; IN THE CITY OF DUBUQUE, IOWA ACCORDING TO THE PLAT THEREOF IN BOOK OF PLATS #34, PAGE 353, RECORDS OF DUBUQUE COUNTY, IOWA.

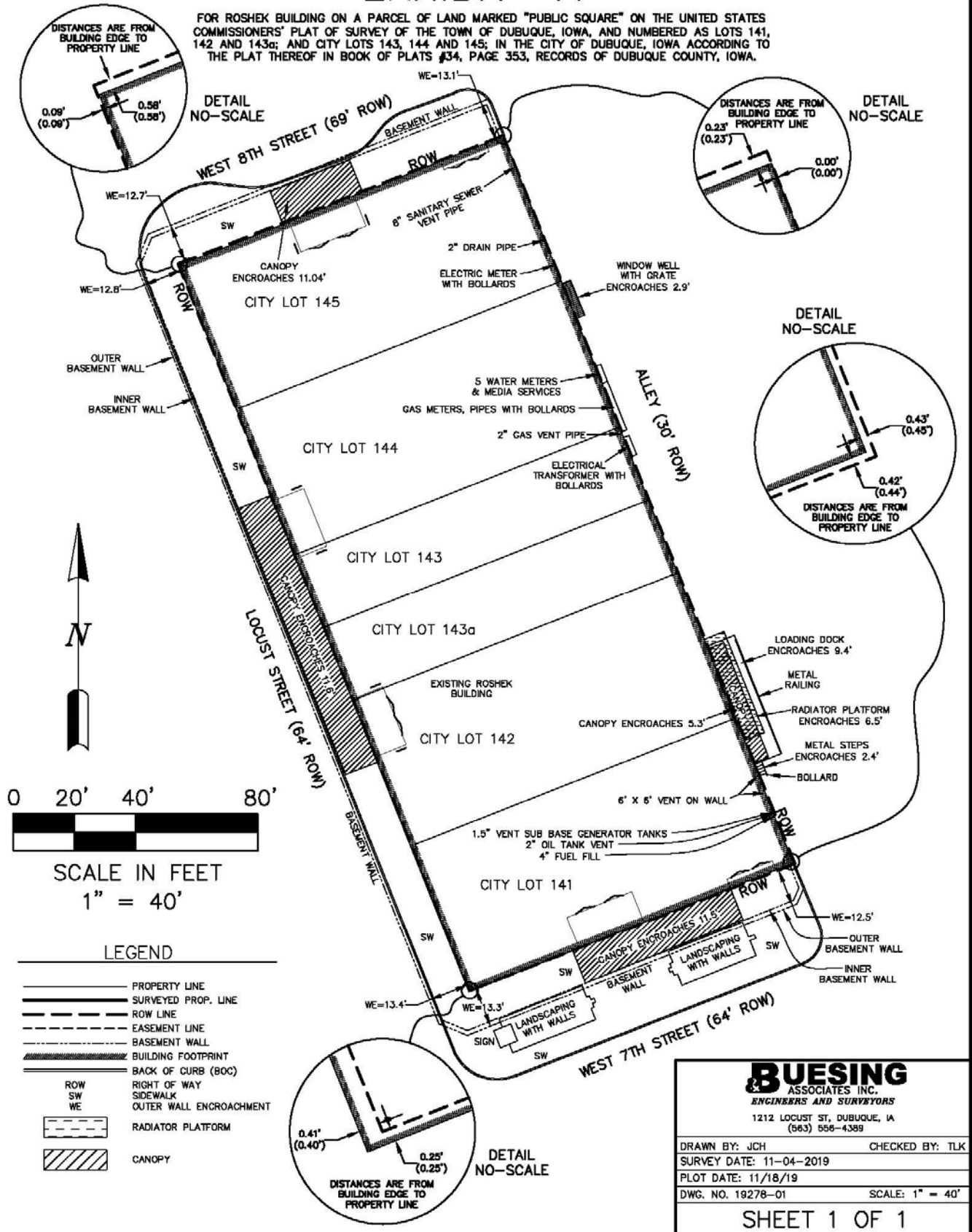


EXHIBIT H

POTENTIAL PUBLIC PARKING AREAS

Potential Public Parking Areas

Exhibit II



H:\Engineering\Parking Areas\Roshok Building\Exhibit H - Potential Public Parking within 1000ft of Roshok.mxd

EXHIBIT I

PARKING SERVICE APPLICATION

PARKING SERVICE APPLICATION

Please note that by completing and submitting this application, you are not guaranteed the service you applied for and may be placed on a waiting list. After receiving the application and reviewing availability you will be notified by the Transportation Services Department.

Customer Information

Name: _____ Phone: _____

Address: _____

E-mail: _____ Employer: _____

Billing Information

☐ Please bill to customer/address listed above

Bill to (Name/Business): _____

Billing Address: _____

Service/Permit Type

Permit type applying for:

Please complete additional information for only the permit type you are applying for below:

MONTHLY PARKING

☒ Monthly Ramp/Lot Parking Permit

☐ ParkingPLUS Parking & Transit Pass

Please select the desired ramp/lot location:

FOR OFFICE USE ONLY: Control Card # _____ Assigned Stall #: _____

QUARTERLY OR ANNUAL RESIDENTIAL PARKING

Residential Permit Type: _____ License plate number: _____

Vehicle Make: _____ Vehicle Model: _____ Year: _____ Color: _____

FOR OFFICE USE ONLY: Location:

Permit # _____ Guest Permit #: _____

EVENT OR CONSTRUCTION NO-PARKING REQUEST

☐ Pre-paid meter parking (\$7/day)

☐ Parking Meter Hood – Marked Contractor Vehicles Only (\$55/month)

Start/End Date: _____ to _____ Meter Number(s): _____

FOR OFFICE USE ONLY: Total Days Billed: _____ Number of hoods issued: _____

PARKING SERVICE TERMS OF AGREEMENT

☐ Monthly Ramp/Lot Reserved Parking Terms of Agreement

A copy of a valid photo ID is required with this application

Patrons in reserved ramps or lots will be assigned a numbered parking space within a ramp/lot and must park in the assigned space or risk loss of access. Patron agrees to pay the City a monthly permit fee payable upon billing. This permit is subject to cancellation if the monthly fee is not paid within (30) days of the billing date. The monthly fee may be increased with a thirty (30) day notice to Patron. Patron hereby acknowledges the City does not regularly patrol its parking facilities. Patron agrees to assume all risks of parking in the ramp/lot and further agrees to hold the City harmless for any injury, loss, or damage occurring while parking in or on City property covered in this permit. The City reserves the right to cancel or revoke this permit at the sole discretion of the City. This permit may not be re-assigned by the Patron, doing so is cause for termination of agreement. A non-refundable \$10.00 fee will be assessed for replacement of lost or damaged control cards. A late fee of 1.5% per month will be assessed to past due accounts. Monthly billing will continue until ramp access card is returned to Parking Office upon cancellation of this permit.

☐ ParkingPLUS Parking & Transit Pass Terms of Agreement

A copy of a valid photo ID is required with this application

Vehicles must be parked on the second floor of the Intermodal ramp or risk card deactivation. Patron must ride The Jule a minimum of (10) times per month or risk card deactivation. Patron acknowledges ramp usage and bus ridership will be tracked based on the issued cards. Patron agrees to all other ramp/lot policies listed in the section above.

☐ Residential Parking District Permit Terms of Agreement

Proof of residency is required with this application (lease agreement, utility bill, ID, etc.)

A Residential Parking Permit shall be issued upon application submission and payment of the annual fee and all outstanding tickets. A separate permit is required for each vehicle the resident parks curbside in the district. No more than two (2) permits shall be issued per household. One guest parking hangtag permit shall be issued without charge with each residential parking permit for use only by nonresidents of the district. Resident parking permit stickers must be displayed in the upper windshield on the driver's side and guest hangtags must be displayed from the rearview mirror while parked in the district or risk citation.

☐ Residential Meter District Permit Terms of Agreement

Proof of residency is required with this application (lease agreement, utility bill, ID, etc.)

Patron agrees to park only in the assigned metered area. All blocks are restricted per city ordinance to 1 or 2 permits per block. Patron is also responsible for abiding by all other city ordinances while parking in the designated area, including alternate-side parking. Resident meter permits are valid only for the license plate the patron applied under. The resident meter permit shall be valid dependent upon prompt payment of quarterly fees and all outstanding parking tickets. Issuance of a resident meter permit does not guarantee parking in the assigned area, but protects the resident from citations issued for meter payment or length during the term of their paid agreement.

☐ Reserved or No-Parking Meter Request Terms of Agreement

Meters may be reserved for construction, moving, or other special events with prior application and payment. Meter reservations must be paid for in advance. Meter bags/hoods may only be used on meter numbers listed on application. An additional \$25 will be charged for a lost, stolen, or damaged meter hood/lock and a \$5 fee for lost, stolen, or damaged keys. Reserved meter spaces to be occupied by anything other than a vehicle must obtain a permit with the City of Dubuque Engineering Department.

By signing below, you agree to the above terms and certify all information given is true and correct:

Signature: _____ **Date:** _____

Monthly Parking Authorization for Direct Debit Payment

Sign up for AutoPay – it's free & easy! With this authorization, your payments are deducted directly by the City from your financial institution on the 20th day of each month.

Financial Institution Information

Financial Institution Name: _____ City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

A void check or copy of a void check is required with this application

I hereby authorize the City of Dubuque to initiate debit entries to my checking account and financial institution above, to debit same to such account for payment of monthly parking. This authority is to remain in full effect until the City of Dubuque and Financial Institution have received written notification from me of its termination in such time and manner as to afford the City and Financial Institution a reasonable amount of time to act on it. I agree that I am obligated to the City for parking services and insufficient funds charges if a charge to my account is dishonored, for whatever reason and the City retains its normal collection rights. A fee of \$15 will be charged for insufficient funds or a closed account.

Signature: _____ **Date:** _____