

**EFFECT OF AMENDMENT**

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

This FOURTH AMENDMENT to Development Agreement is dated for reference purposes the \_\_\_\_ day of \_\_\_\_\_, 2022.

**WHEREAS**, the City of Dubuque, Iowa (City), Roshek Property, LLC, an Iowa limited liability company (“Developer”), Cottingham & Butler, Inc., an Iowa corporation (“C & B Employer”), and Heartland Financial USA, Inc. a Delaware corporation (“Heartland Employer”) (collectively referred to as “Employers”), are parties (“the Parties”) to a Development Agreement dated the 16<sup>th</sup> day of December, 2019, as amended; and

**WHEREAS**, the Parties now desire to further amend the Development Agreement as hereinafter provided.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Section 1.4(9) of Development Agreement is amended and restated to read as follows:

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:

\* \* \* \*

(9) Within 24 months of a Roshek Building Parking Shortage (defined below), City will complete and open for parking 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 Roshek Building Parking Shortage shall be defined as the date when 85% of the physical parking spots in the Iowa Street, 5<sup>th</sup> Street, Locust Street, and Central Avenue Ramps are leased/permitted by the City. For clarity, this calculation shall be based on the actual physical spots in these ramps, which is approximately 2,107 spots as of 11/2/2022. The calculation shall not be based on a count of parking spots the city makes available if they choose to oversell the ramps. If the City reduces the number of available spots in these ramps for any reason, these spots will be accounted for as if they were still available and they were leased/permitted.

City agrees that, if at any point between now and the actual construction of a new parking garage as contemplated by this paragraph, the number of available parking spots for lease in the Locust Street, Iowa Street, 5<sup>th</sup> Street, and Central Avenue ramps collectively falls to 200 spots, City will provide to C&B Employer the right to lease up to 100 spots at the current parking rates in force to hold for its future hiring needs and will provide to Heartland Employer the right to lease up to 100 spots at the current parking rates in force to hold for its future hiring needs. City will provide notice to C&B Employer and Heartland Employer when such situation arises and C&B Employer and Heartland Employer will each have 10 business days to exercise their option to lease these spots. If C&B Employer does not exercise its rights to its entire 100 parking spot block, Heartland Employer shall have an additional 10 business days to lease any parking spots C&B Employer had the option to lease but did not lease. If Heartland Employer does not exercise its rights to its entire 100 parking spot block, C&B Employer shall have an additional 10 business days to lease any parking spots Heartland Employer had the option to lease but did not lease.

City further agrees that, prior to the actual construction of a new parking garage as contemplated by this paragraph, if the available parking spots in the Locust Street, Iowa Street, 5<sup>th</sup> Street, and Central Avenue ramps falls to zero, employees of C&B Employer and Heartland Employer shall be placed at the top of the waiting list for parking in those ramps.

City will fulfill its previously agreed upon obligations to install additional street lighting and additional blue light terminals along the pedestrian walking routes between the Roshek Building and Security Building to the Locust Street, Iowa Street, 5<sup>th</sup> Street, and Central Avenue parking ramps as follows:

- A. The 4 existing blue light terminals already purchased by the City will be installed by May 1, 2022, in the following locations:
  - i. Outside of the 8<sup>th</sup> Street entrance to the Iowa Street ramp on the south side of 8<sup>th</sup> Street, near the street;
  - ii. On the northwest corner of 8<sup>th</sup> Street and Locust Street, outside of the Locust Street ramp;

- iii. At Main Street and 7<sup>th</sup> Street, on the north side of the Town Clock Circle; and
  - iv. On 6<sup>th</sup> Street in the alley area between the Iowa Street ramp and the 5<sup>th</sup> Street ramp.
- B. The City will purchase and install 2 additional blue light terminals by August 1, 2022 in the following locations:
- i. At the southwest corners of 9<sup>th</sup> Street and Iowa Street; and
  - ii. Near the intersection of 7<sup>th</sup> Street and the alley on the west side of the Iowa Street ramp, in the walkway from the Roshek Building to the middle entrance of the Iowa Street ramp.
- C. The City will enhance the lighting by increasing the brightness of existing lights or installing new lights in the following locations by August 1, 2022:
- i. In the alley between 6<sup>th</sup> Street and 8<sup>th</sup> Street west of the Iowa Street ramp;
  - ii. In the alley between 8<sup>th</sup> Street and 9<sup>th</sup> Street west of the Grand Theater and Premier Bank and east of the Security Building and the Graham Building, particularly on the north end of the alley;
  - iii. In the alley east of the Roshek Building; and
  - iv. In the plaza area outside of the south entrance to the Roshek Building.
- D. City agrees to meet with Developers and Employers within sixty (60) days of the date of the Fourth Amendment to this Agreement to discuss pedestrian-related safety improvements in the Locust Street Ramp and to implement the agreed-upon improvements at City's cost within twelve (12) months of the date of the Fourth Amendment to this Agreement at a cost not to exceed \$200,000.
- (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.

(d) Prior to December 31, 2021, City will issue a request for proposals, contract with a vendor, and begin implementation of a smarter transportation technology throughout its downtown public parking ramps to track parking ramp usage and utilization to analyze real time usage, and to provide a better customer experience.

(e) Prior to December 31, 2021, but subject to all required legal acquisition proceedings, City agrees to acquire real estate for the site of the Parking Structure and develop a project plan for the Parking Structure's completion.

\* \* \* \*

2. Sections 2.1 and 2.2 are amended and restated to read as follows:

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).

Developer and Employers will make certain minimum improvements in the buildout of the Building in an aggregate amount of not less than \$25,000,000 which buildout shall be completed no later than December 31, 2023 (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, 2023. 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.

3. Section 5 COVENANTS OF DEVELOPER AND EMPLOYERS is amended by deleting Sections 5.1 and 5.2.

**(SIGNATURE PAGE TO FOLLOW)**

**CITY OF DUBUQUE, IOWA**

**ROSHEK PROPERTY, LLC  
Developer**

By: \_\_\_\_\_  
Brad M. Cavanagh, Mayor

By: \_\_\_\_\_  
David O. Becker, President

**ATTEST:**

**COTTINGHAM & BUTLER, INC.  
Employer**

\_\_\_\_\_  
Adrienne N. Breitfelder, City Clerk

By: \_\_\_\_\_  
David O. Becker, President & CEO

**HEARTLAND FINANCIAL USA, INC.  
Employer**

By: \_\_\_\_\_  
Bryan McKeag, CFO, EVP

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**ROSHEK PROPERTY, LLC**  
Developer

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David O. Becker, President

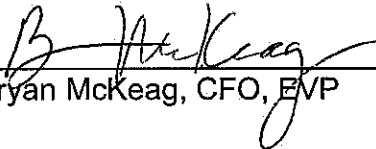
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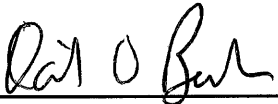
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Employer

By:  \_\_\_\_\_  
Bryan McKeag, CFO, EVP

**CITY OF DUBUQUE, IOWA**

By: \_\_\_\_\_  
Brad M. Cavanagh, Mayor

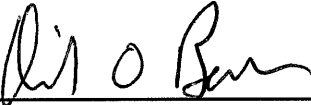
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